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09/29/88 AM 11:23

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BLOOMFIELD CLUB II
HOMEOWNERS ASSOCIATION
DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS

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BLOOMFIELD CLUB II

HOMEOWNERS ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION, made this 1st day of November,
A.D. 1988, by THE HOFFMAN GROUP, INC., a Delaware
Corporation, and ARMANSON DEVELOPMENTS, INC., a California
Corporation (hereinafter, together with their successors and
assigns, collectively called "Developer").

WITNESSETH:

WHEREAS, Developer is the owner, or contract purchaser of the
real property described in Article II of this Declaration and
desires to provide for the maintenance of the exterior portion of
the townhomes and surrounding yards and landscaping of the
residential community to be located on said real property; and to
this end, desires to subject, from time to time, portions of the
real property described in Article II to the covenants,
restrictions, easements, charges and liens, hereinafter set forth
(the "Covenants"); and

WHEREAS it is the intent of the Developer that no portion of
the real property referred herein be subject to these covenants,
conditions and restrictions until such time as Developer and the
owner of record specifically declare such portions of said real
property described in Article II to be included in these
Covenants by recording a duly executed written instrument
(hereinafter referred to as a "Supplemental Declaration")
specifically declaring and describing such portions to be subject
to these Covenants; and

WHEREAS, upon recording of such Supplemental Declaration each and all of the Covenants contained herein shall attach to and constitute covenants running with the land as to such portions of property described in said instrument at the time of such specific declaration and not before; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an entity to which should be delegated and assigned the powers of providing such maintenance and administering and enforcing the Covenants and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused or will cause to be incorporated under the laws of the State of Illinois, as a not-for-profit corporation, BLOOMFIELD CLUB II HOMEOWNERS ASSOCIATION for the purpose of exercising the functions aforesaid:

NOW THEREFORE, Developer declares that when it and the owner of record make specific declarations, in the manner aforesaid and referring expressly to these Covenants, regarding portions of the real property described in Article II, such portions of real property shall be held, transferred, sold, conveyed and occupied subject to these Covenants;

ARTICLE I.

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

Association: BLOOMFIELD CLUB II HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation, its successors and assigns. For purposes of these Covenants, references to the Association or its Board of Directors shall mean the Developer until such time as the Association is formed.

Community: The real property described in Exhibit "A" attached hereto and made a part hereof.

Developer: THE HOFFMAN GROUP, INC., a Delaware Corporation and AHMANSON DEVELOPMENTS, INC., a California corporation, each licensed to do business in the State of Illinois, their agents, successors and assigns.

Eligible Mortgage Holder: A holder of a first mortgage on a Unit that has requested the Association notify it on any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

First Mortgagee: The holder of any recorded first mortgage lien on one or more Units.

Owner: The record owner, whether one or more persons or entities and including the Developer where applicable, of the fee simple title to any Unit situated in the Community. Owner shall not mean or refer to a mortgagee unless and until such mortgagee

has acquired title pursuant to foreclosure or any proceeding or transfer in lieu of foreclosure.

Unit: A platted lot.

Village: The Village of Bloomingdale.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THEREOF

The real property, from which the Developer and the owner of record may from time to time declare portions to be specifically included in this Declaration and thereby be held, transferred, sold, conveyed and occupied subject to these Covenants is located in DuPage County, State of Illinois, and is more particularly described in Exhibit "A" attached hereto and made a part hereof, all of which real property shall hereinafter be referred to as "Existing Property."

The portions of the Existing Property described in Exhibit "B" attached hereto and made a part hereof, are hereby specifically declared to be subject to this Declaration and included within the Covenants effective upon the recording of this Declaration.

Additional portions of the Existing Property may, from time to time within the period of seven (7) years from the date of this Declaration and at the option of the Developer, be annexed hereto and made subject to this Declaration and the Covenants by the Developer and the owner of record thereof pursuant to a supplemental Declaration, effective upon recording of such Supplemental Declaration, without the consent of the Association or its members.

All improvements intended for future phases will be substantially completed prior to annexation and will be consistent with the initial improvements in terms of quality of construction.

Unit owners are also subject to the rules, regulations and assessments established by the Bloomfield Club Recreation Association, by virtue of the Declaration of Covenants, Conditions and Restrictions therefor, which has been recorded against the Units which are the subject of these Covenants, in addition to three (3) surrounding communities.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Unit in a portion of the Community, and which portion of the Community is by appropriate Declaration in the manner hereinbefore described included within these Covenants shall be a member of the Association and said membership shall be appurtenant to said Unit, and each purchaser of any Unit by acceptance of a deed therefor covenants and agrees to be a member of the Association whether or not it shall be so expressed in any such deed or other conveyance, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be expanded from time to time to the extent of the number of Units within a portion of the Existing Property when such portion is by

Declaration included within these Covenants and thereby included within the Community.

Section 2. Membership Classes. The Association shall have two classes of voting membership.

Class A. Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Unit in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Unit, all such persons shall constitute one member. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each Unit in which it holds the interest required for membership by Section 1, provided that the Class B membership shall close and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b) Three (3) years after the first Unit is conveyed to a member.

Section 3. Transfer of Membership. Membership held by any Owner of a Unit is an appurtenance to such Unit and shall not be transferred, alienated, or pledged in any way except upon the sale or encumbrance of such Unit, and then only to the purchaser of such Unit. Any attempt to make a transfer except by the sale or encumbrance of a Unit is void. Reference to the transfer of membership need not be made in an instrument of conveyance or encumbrance of such Unit for the transfer to be effective, and the same shall automatically pass with title to the Unit.

ARTICLE IV.

COVENANT FOR CAPITAL CONTRIBUTIONS AND MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Capital Contributions and Assessments. Developer, if and to the extent provided in Section 11 of this Article, and each purchaser of any Unit by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any deed or other instrument of conveyance, hereby covenants and agrees, for himself, his heirs, personal representatives, successors and assigns, to pay to the Association: (a) annual assessments or charges, payable monthly; and (b) capital contributions (described in Section 4 of this Article). Such contributions and assessments are to be fixed, established and collected from time to time as hereinafter provided. Such capital contributions and assessments (or installments of either), together with such interest thereon, late charges, attorney's fees and costs of

collection thereof as are hereinafter provided, when due and not fully paid shall be a charge on the land, and shall be a lien upon the property against which each call for such contributions or assessment (or installment of either) is made until the same shall be paid in full. Each such capital contribution or assessment (or installment of either), together with such interest thereon, late charges, attorney's fees and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when such contribution or assessment (or installments of either) falls due.

Upon the initial conveyance of each Unit from Developer to a purchaser, the purchaser shall establish an assessment deposit with the Association, in an amount equal to three (3) times the then current monthly assessment for such Unit. The assessment deposit shall not be refunded to purchaser upon a subsequent conveyance unless and until the party to whom purchaser conveys deposits a like amount with the Association. The foregoing shall apply to all subsequent conveyances of the Unit so that a three (3) month assessment deposit shall be held by the Association at all times as to each Unit, so long as these Covenants are in effect.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of payment of casualty liability, worker's compensation and fidelity insurance premiums and such other insurance premiums as may be

deemed necessary from time to time and maintenance of the exterior portions of the townhomes, yards and landscaping of the Units and the cost of labor, management, supervision and operation necessary or desirable for the provision of such maintenance and to provide funds for the Association to carry out its duties set forth herein or in its Articles of Incorporation or By-Laws.

Section 3. Assessments. From the date any Unit becomes subject to this Declaration and until the calendar year beginning January 1, 1989, the annual assessment shall be not more than Fifty-One and 20/100 Dollars (\$51.20) per Unit. On and after January 1, 1989, for each succeeding year, on an annual basis, the annual assessment may be increased by vote of the Members of the Association, as provided in Section 5 of this Article.

In the event the annual assessment is not increased by vote of the members of the Association, as provided in Section 5 of this Article, this assessment may be increased effective the first day of January of each year on and after January 1, 1989, by action of the Board of Directors of the Association and without the necessity for a vote of the Members.

Prior to the transfer of control of the Association from the Developer to the Unit Owners, each Unit Owner shall pay the annual assessment for his Unit established by the Developer in the Association's estimated budget. If during such period, the actual expense of the Association exceeds the amounts established in the estimated budget, the Developer shall be responsible for the amount of such excess.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at an amount more or less than the annual assessment established in accordance with this Article.

Monies received by the Association pursuant to this Section 3 shall be deposited in the general account of the Association.

In the event that the sum of the annual and special assessments for any calendar year shall exceed the Association's expenses including reserves for such calendar year, the Board of Directors shall cause the Association either to return the amount of such excess assessments to the members of the Association promptly after the end of such calendar year or to apply the amount of such excess against the members' annual assessments for the next following calendar year. Any such excess assessments which the Board of Directors elects to return to the members shall be returned to those persons who are members of the Association on the last day of the calendar year in which such excess arose. For purposes of this Section 3, the Association's expenses for a calendar year shall be conclusively deemed to equal the expenses reported on the Association's federal income tax return for such calendar year. The Association shall establish and maintain from annual assessments collected hereunder, reasonable reserves for the costs of maintenance, labor, management supervision and operation which are the obligation of the Association hereunder.

Section 4. Capital Contributions. In addition to the annual and special assessments authorized by Section 3 of this Article, the Board of Directors may cause the Association to require, from time to time on at least thirty (30) days advance written notice to all members, a capital contribution to the Association (which may be payable in installments if so designated by the Board of Directors) for the purpose of (a) paying capital expenditures and the cost of acquisition or replacement of any major specified item or items of personal property owned or to be owned by the Association, or (b) making principal payments on loans made to the Association, or (c) providing the Association with working capital as reserves against future expenses, or (d) providing funds to cover losses incurred by the Association.

Notwithstanding the foregoing, such capital contributions may not be levied without the assent of two-thirds (2/3) of the votes of each class of voting membership in the Association, cast in person or by proxy at a meeting duly called for this purpose, written notice of which shall be given to all voting Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting.

The purpose(s) of each capital contribution shall be specified in the aforementioned notice and all monies received by the Association in payment of the capital contributions referred to in this Section 4 shall be segregated from all other monies of the Association in a separate bank account or other investment approved by the Board of Directors, to be held by the Association

and identified as being for funds for the purpose called for in the said notice to membership.

Section 5. Change in Assessments by Action of the Membership. Subject to the limitations of Section 3 of this Article, for the calendar year 1989 and for each annual period thereafter, the Association may, notwithstanding any action or inaction by the Board of Directors, change the annual assessment fixed pursuant to said Section 3 prospectively for any such period, provided that any such change shall have the consent of a majority of the votes of each class of the voting Members of the Association, cast in person or by proxy at a meeting duly called for this purpose, written notice of which shall be given to all voting Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for Actions under Sections 4 & 5. The quorum required for any action authorized by Sections 4 and 5 of this Article shall be as follows: At the first meeting called, as provided in said Sections 4 and 5, the presence at such meeting of Members of the Association, or of proxies, entitled to cast sixty (60) percent of all of the votes of each class of voting members shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirement set forth in said Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting, provided that no such subsequent

meeting shall be held more than sixty (60) days following the date of the immediately preceding meeting.

Section 7. Date of Commencement. The annual assessments provided herein shall commence as to each Unit in any portion of the Existing Property which by declaration has been brought under these Covenants on the first day of the calendar month following said declaration, subject to the provisions of Section 11 of this Article.

The annual assessment shall become due and payable in equal monthly installments to be paid each month in advance on or before the first day of the month commencing on the first day of January of the year for which the assessment is levied, unless the Board of Directors designates another form of periodic payments.

The amount of the annual assessment which may be levied for the balance remaining in the first calendar year of assessment against a Unit shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 of this Article for such year as the remaining number of months in that calendar year bears to twelve (12).

The due date of any special assessment or capital contribution under Section 3 or Section 4 hereof respectively (and whether or not such assessment, or capital contribution, shall be payable in installments) shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of Board of Directors as to Assessments. At

least thirty (30) days in advance of the due date for any capital contribution assessed pursuant to Section 4 above, or annual or special assessment of the first installment of such contribution or assessment, the Board of Directors of the Association shall fix the amount of such contribution or assessment against each Unit. Subject to the provisions of Section 11 of this Article any such contribution or assessment shall be allocated equally among each Unit subject to this declaration; provided, however, that nothing herein contained shall be deemed to restrict the remedies available to the Association against any particular Unit or Unit Owner(s) in the event of non-payment of contributions or assessments when due, or for costs assessed to Unit Owner(s) as a result of willful or negligent acts of Owner(s), their family, guests or invitees. The Board shall prepare a roster of the Units and capital contributions and assessments applicable thereto which shall be kept in the office of the Association and such roster, as well as the other books and records of the Association, shall be open to inspection by any Owner or First Mortgagee. Written notice of the assessment or capital contribution, or both, shall thereupon be sent to every Owner and First Mortgagee subject thereto. The Board of Directors may, in its discretion, designate a form of periodic payments. The Board of Directors may also, in its discretion, designate and retain any agent to collect such capital contributions and assessments on behalf of the Association, to whom payments of such contributions and assessments shall be made.

Section 9. Non-Payment. If the capital contributions or assessments (or any installments or either) are not paid on the date when due (being the dates specified in Section 7 hereof), they shall be deemed delinquent, and such delinquent contribution, assessment or installment of either shall, together with such interest thereon and the cost of collection thereof as are hereinafter provided, thereupon become a lien on the Unit of the delinquent Owner which shall bind such Owner, his heirs, devisees, personal representatives and assigns and the Association shall have the right to record in the DuPage County Recorder's Office, a notice of lien upon the Unit of the delinquent Owner. The personal obligation of the then Owner to pay such capital contribution or assessment however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. Sale or transfer of any Unit shall not affect the continuing lien on such Unit for the amount of any unpaid capital contributions or assessments (or installments of either).

If a capital contribution or assessment (or installment of either) is not paid within thirty (30) days after the due date thereof, such contribution, assessment or installment shall bear interest from such due date at the highest rate permitted by Illinois law, and the Association, or its collecting agent designated by the Board of Directors, may bring any legal action against the Owner personally obligated to pay the same and/or to execute or foreclose upon the Association's lien against the

delinquent Owner's Unit, and there shall be added to the amount of such contribution, assessment or installment the costs of preparing and filing the complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the contribution or assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the cost of the action. No Owner may avoid liability for the capital contributions and assessments provided for herein by set-off of any claims he may have against the Association, or by abandonment of his Unit. Any unpaid assessment which cannot be promptly collected from an Owner of a Unit may (but need not) be reassessed by the Board of Directors as a common expense to be collected from all of the Owners, including (by way of illustration and not limitation) a purchaser who acquires title to the Unit owned by the defaulting Owner at a sheriff's sale of such Unit pursuant to execution upon a lien against such Unit (including, without limitation, the Association's lien for delinquent capital contribution(s) and/or assessment(s), his successors and assigns and any holder of a mortgage who comes into possession of a Unit by deed in lieu of foreclosure or any transfer or assignment in lieu of foreclosure).

Section 10. Subordination. The lien of the capital contributions and assessments provided for herein shall be subordinate to the lien of any first mortgage placed upon the Unit subject to such capital contribution or assessment prior to the time such capital contribution or assessment becomes a lien

on such Unit; provided, however, that such subordination shall apply only to the contributions, assessments or installments which have become due and payable prior to the date of sale of such Unit pursuant to a decree of foreclosure of such mortgage or prior to the date of a deed, or other instrument of conveyance, of such Unit given by the mortgagor in lieu of foreclosure. Any First Mortgagee who comes into possession of a Unit on which it holds or held a mortgage, through foreclosure of such mortgage, or by deed (or assignment) in lieu of foreclosure, shall take the Unit free of any claims for unpaid assessments, capital contributions, or other charges against such Unit which have accrued prior to the time such First Mortgagee comes into possession of such Unit (except for claims for a pro rata share of such assessments, capital contributions or other charges resulting from a pro rata reallocation thereof by the Association to all Units including the mortgaged Unit). Such sale, or deed or instrument of conveyance in lieu of foreclosure, shall not relieve such Unit from liability for any capital contributions or assessments, or installments of either, which thereafter become due nor from the lien of any such subsequent contribution, assessment or installment.

Section 11. Exempt Units. Each Unit, for the period prior to the time it is constructed, sold and conveyed by Developer, shall be exempt from the capital contributions, assessments, charges and liens of the Association created herein for any amount in excess of sixty percent (60%) of capital contributions, and/or

monthly assessments paid by other Unit Owners. Such exemption for any such un conveyed Unit shall continue until the time of closing and conveyance of such Unit by Developer.

Upon the conveyance by Developer to an Owner other than Developer of a Unit which was theretofore entitled to the above, partial exemption, such exemption shall be terminated ipso facto and such Unit shall thereafter be subject to the full amount of capital contributions and assessments elsewhere set forth in this Article prorated from the date of such conveyance.

It is further understood that the following property subject to this Declaration shall be exempt from the capital contributions and assessments, charges and liens created herein: (a) properties dedicated to and accepted by a local public authority and devoted to public use, from and after the time of acceptance of such dedication; (b) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Illinois, so long as such properties are not used as a dwelling.

Section 12. Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for said capital contribution or assessment, a certificate in writing signed by an officer of the Association, setting forth whether the annual assessments or capital contributions on a specified Unit have been paid and the amount of delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Said certificates shall be conclusive evidence

that any assessment or capital contribution therein stated to have been paid has in fact been paid. No charge shall be made for issuing from time to time said certificates to the Developer on Units then owned by Developer.

ARTICLE V.

MAINTENANCE DUTIES AND RIGHTS OF THE
ASSOCIATION AND FIRST MORTGAGEES

Section 1. The Association's Maintenance Duties and Rights.

The Association, in addition to its other powers, rights and duties as set forth in these Covenants and in its Articles of Incorporation, By-Laws and any Rules and Regulations which the Association may promulgate as hereinafter provided, and as any of the same may be amended, shall:

(a) cause the Association to maintain continually in effect, and to pay the premium of fire and extended coverage issuance on any insurable improvements owned by the Association, Comprehensive public liability insurance covering any real estate owned by the Association, and to include the Village and its agents and employees, as an additional insurance under such coverage, if possible, a fidelity bond or insurance policy covering all persons who are responsible for handling the funds of the Association, and such other insurance as the Board of Directors of the Association shall deem to be necessary or desirable, and to include the Village as an additional insured under such coverage if possible, all of which shall be in such amounts and with such companies as the Board of Directors shall

determine; provided, however, that if and for so long as any First Mortgagee shall be the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation or any other Federal, State or local agency or instrumentality, then the insurance coverage carried by the Association shall, at a minimum, comply with any applicable requirements of such association, corporation, agency and/or instrumentality.

(b) provide exterior maintenance and service, upon each Unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for gutters, downspouts, exterior building surfaces and other exterior building or structural improvements, and mow and fertilize grass, provide garbage collection, and remove snow from driveways, and the Association for itself and its agents is hereby granted the right and easement to enter on all Units and the exterior of the townhomes thereon for purposes of such maintenance. Such exterior maintenance and service shall not include glass surfaces and patio areas, unless authorized by a majority of each class of the voting members, nor shall such exterior maintenance include the replacement or repair of any portion of a Unit which replacement or repair is the result of damage caused by a hazard which is normally insured against under a standard form homeowner's hazard insurance policy. Insurance proceeds from policies obtained by the Association shall be made available to any such Owner to defray the cost of rebuilding in the event casualty loss covered

by such policies. The Association shall not provide exterior building maintenance to exempt Units during the period of their exemption.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees, to the extent provided by law the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject and shall be paid as determined by the Board of Directors.

In furtherance of the above duties and all other powers, rights and duties of the Association, the Association for itself, its agents, successors, and assigns, is hereby granted the right and easement to enter in and upon all yard areas and walks of the Units in the Community.

The extent and frequency of the activities of the Association in carrying out the duties of maintenance and management set forth above shall be decided by the Board of Directors, and the Board of Directors may appoint committees to advise the Board on such matters. The Board of Directors may also promulgate Rules and Regulations to aid in carrying out of said maintenance and management duties, and may amend said Rules and Regulations from time to time.

Section 7. Certain Rights of First Mortgagees.

The holder, insurer or guarantor of the mortgage on any Unit, which sends a written request to the Association, stating its name and address and Unit description of the subject Unit, shall be entitled to timely written notice of the following:

- (i) any condemnation or casualty loss which affects either a material portion of the Community or the Unit securing its mortgage;
- (ii) any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;
- (iii) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (iv) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

The holder, insurer or guaranty of any first mortgaged that is secured by a Unit shall be provided with an audited financial statement for the preceding fiscal year, upon written request to the Association.

Section 3. Reconstruction. Each Owner, his successors and assigns, hereby covenants and agrees at all times to maintain his Unit and the townhome constructed thereon in a neat and proper condition and to perform all necessary repairs thereto, which are not otherwise provided by the Association pursuant to the terms hereof.

ARTICLE VI.

PARTY WALLS

Section 1. "Party Wall" is defined as a fire wall, as that term is defined in the Village Building Code, and means any wall

which is built as part of the original construction of two townhomes in the Community and placed on the dividing line between such townhomes and, as to such wall each townhome Owner immediately adjacent shall have the obligations and be entitled to the rights and privileges of this Declaration and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls shall apply thereto.

Section 2. If any Party Wall is damaged or destroyed through the act or acts of any adjoining Owner, or his agents, servants, guests, or members of his family, whether such act is willful, negligent, or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as formerly without cost to the other adjoining Owner.

Section 3. Any Party Wall damaged or destroyed by some act or event other than that produced by one of the adjacent Owners, his agents, servants, guests, or family, shall be rebuilt or repaired by both adjoining Owners to the same good condition as formerly, at their joint and equal expense, and as promptly as reasonably possible.

Section 4. Any Owner who proposes to modify, rebuild, repair, or make additions to his own Unit in any manner which requires the extension, alteration, or modification of any Party Wall, shall first obtain the written consent of the adjacent Owner, in addition to meeting the other requirements of this Declaration.

Section 5. In the event of a disagreement between adjoining Owners with respect to the repair, reconstruction, or maintenance

of a Party Wall or with respect to sharing the cost of repairing, rebuilding, or maintaining the same, then, upon the written request of either of said Owners to the Board, the matter shall be submitted to it for arbitration under such rules as it may from time to time adopt.

Section 6. No private agreement of any adjoining Owners shall modify or abrogate any of the provisions contained in Article VI, which shall be binding upon the heirs, administrators, successors, and assigns of the Owners; but no person shall be liable for any act or omission respecting such provisions, except such as took place while such person was an Owner.

Section 7. Construction, reconstruction, repair, or alteration of Party Walls shall be governed by the Village's building code as it currently exists and as it may be amended from time to time. No holes, doorways, or other openings or penetrations shall be placed in a Party Wall.

ARTICLE VII.

INSURANCE ON UNITS

Section 1. Maintenance of Insurance by Owner. The Owner of each Unit which shall become subject to this Declaration shall maintain in full force and effect during the period of said Owner's ownership of said Unit as he may desire with respect to (i) personal liability insurance for acts and occurrences upon his Unit and within his townhome and (ii) insurance for physical damage losses for personal property and the contents of his

townhome, and shall maintain an insurance policy insuring said Unit against the hazards normally insured against in a standard form homeowner's hazard insurance policy; said insurance shall be in an amount not less than 80% of the estimated replacement cost of the Unit building structure.

Section 2. Association as Named Insured. The Association shall be named as an additional insured in said insurance policy, and said policy shall contain a "ten-day notice cancellation" clause to the Association.

Section 3. Casualty Insurance for Townhomes. To the extent available, the Association shall obtain and maintain a policy or policies of insurance covering the townhomes (other than the contents thereof) constructed on the Units within the properties or any phases of the additional land annexed thereto, including, without limitation, all alterations and additions thereto, against damage or destruction by the perils of fire, lightning and those casualties contained in an all risk form, and such other perils as the Board of Directors of the Association from time to time may determine should be included in such coverage, in an amount equal to 100% of the insurable replacement cost thereof, without depreciation and with an agreed amount provision. Such insurance shall name as the insured, and the proceeds thereof shall be payable to the Association, as trustee for the Owners of any townhomes damaged or destroyed. The proceeds from such insurance shall be made available, as the Board of Directors of the Association shall reasonably determine,

for the repair, reconstruction, and restoration of such townhomes, subject to the right of first Mortgagees. To the extent feasible, all such policies of insurance shall (i) provide that the insurance shall not be invalidated by the act or neglect of the Developer, the Association, its Board of Directors, its officers, any Owner or occupant, or any agent, employee, guest or invitee of any of them, and (ii) shall contain an endorsement that such policies shall not be cancelled without at least thirty (30) days prior notice to the Association, the Owners, and all first Mortgagees of the Units. The policies obtained by the Association shall not be deemed to be the primary insurance coverage for any townhome.

Section 4. Liability Insurance; the Association. To the extent available, the Association shall obtain and maintain a policy or policies of comprehensive general liability insurance insuring on an occurrence basis the Association, its Directors, Officers, the Members, the Village of Bloomingdale, and their agents and employees, against all claims for personal injury, including death and property damage, arising out of any occurrence in connection with the maintenance, service or repair of any Unit subject to the provisions of this Declaration, in connection with any act or omission of or in behalf of the Association, its Board of Directors, agents or employees within the Community. Such policies shall contain a provision that they may not be cancelled without at least thirty (30) days prior notice to the Association, the Owners and the first Mortgagees of the Units.

Section 5. Worker's Compensation and Fidelity Insurance; Other Insurance. To the extent available, the Association shall obtain and maintain a policy or policies of insurance with reputable insurance carriers providing the following coverage:

- (a) Worker's Compensation and employers liability insurance in such form and in such amounts as may be necessary to comply with applicable laws;
- (b) Fidelity insurance or bonds in reasonable amounts for all officers and employees having fiscal responsibilities, naming the Association as obligee; and
- (c) Such other insurance in such limits and for such purpose as the Association may, from time to time, deem reasonable and appropriate.

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

covered by any insurance procured by the Association, regardless of the cause of damage or loss.

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

ARTICLE VIII.

GENERAL PROVISIONS

Section 1. Enforcement. These Covenants shall run with, and be binding upon all land which by Declaration, as elsewhere herein provided for, is brought within these Covenants and shall inure to the benefit of and shall be binding upon the Association and all persons owning, leasing, subleasing, or occupying any such land and their heirs, executors, administrators, personal representatives, successors, and assigns. These Covenants may be enforced by the Association, which shall have the right to expend Association monies in pursuance thereof, and may also be enforced by the Village, but with no obligation to the Village, the Owner of any Unit in the Community or any one or more of the aforesaid persons benefited thereby. If these Covenants are enforced in any manner, whether by court proceeding or otherwise, by appropriate proceedings by the Village, the Village, if successful in such enforcement, shall be reimbursed by the Association for all of its costs incurred, including attorneys' fees. If these Covenants are enforced by appropriate proceedings

by any such Owner or Owners, such Owner or Owners, if successful in such enforcement and if the Association had theretofore refused such enforcement, shall be reimbursed by the Association for all or any part of the cost incurred, but such reimbursement shall be solely in the discretion of the Board of Directors of the Association. Enforcement of these Covenants shall be by any proceeding at law, equity, or otherwise against any person or persons violating or attempting to violate any of these Covenants either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants and failure by the Association, the Village, or any Owner to enforce any of the Covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Association shall indemnify, hold harmless and defend the Village from any and all actions, proceeding, or damages arising from these Covenants and the Village shall also be entitled to recover all of its damages, costs and attorneys' fees incurred as a result of being or being made a party to any action brought regarding these Covenants. All such damages, costs and attorneys' fees shall be payable by the Association or any owner who is also a party to any such proceedings. In the event said damages, costs and attorneys' fees are not paid, the Village shall be entitled to place a lien on the units until such time as such amounts are paid.

Section 2. Signs. No "For Rent" or "For Sale" signs, advertising signs, billboards, objects of unsightly appearance,

or nuisances shall be erected, placed, or permitted to remain on any Unit, nor shall any Unit be used in any way for any purpose which may endanger the health or unreasonably disturb the residents of the Community. No commercial activities shall be conducted on any portion of the Community, except activities which are intended primarily to serve residents in the Community, or which are permitted by local ordinance and do not cause traffic or parking congestion or disturb residents of the Community. The foregoing restrictions shall not apply to the commercial activities, signs, and billboards, if any, of the Developer during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation and By-Laws, as amended from time to time.

Section 3. Severability. Invalidation of any one or more of the provisions of these Covenants or portions thereof by judgment or court order shall in no way affect the validity of any of the other provisions or portions thereof, which shall remain in full force and effect.

Section 4. Terminology. The word "he" wherever used in this instrument, shall be deemed to be synonymous with the words "she," "it," and "they," and the word "his" shall be deemed to be synonymous with the words "her," "its," and "their." The word "person" may refer to an individual, corporation, partnership, or other legal entity except when the context provides otherwise.

Section 5. Duration. Subject to the provision of Section 5 of this Article, these Covenants shall remain in full force and effect for a period of thirty-five (35) years from the date hereof, and thereafter they shall be deemed to have been automatically renewed for successive terms of ten (10) years except that at any time, and from time to time, they may be amended or terminated by the vote of the Owners of not less than sixty-seven percent (67%) of the Units then in the Association. Any termination or amendment of a material nature shall require the prior written approval of the Village and of Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following shall be considered as material:

- (a) Voting Rights;
- (b) Assessments, assessment liens, or subordination of assessment liens;
- (c) Reserves for maintenance, repair and replacement of any common areas;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in any common areas, or rights to their use;
- (f) Boundaries of any Unit;
- (g) Convertibility of Units into common areas or vice versa;
- (h) Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;

- (i) Insurance or fidelity bonds;
- (j) Leasing of Units;
- (k) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her unit;
- (l) A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder;
- (m) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration or the Articles of Incorporation or By-Laws of the Association;
- (n) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- (o) Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

Any termination of the legal status of the project for reasons other than substantial destruction or condemnation must be approved by Eligible Mortgage Holders representing at least 67% of the votes of the Units then in the Association. Any such amendment or termination shall be effected by recording in the office of the Recorder of Deeds of the County in which the Community is located, a document executed by the required number of Owners, setting out such amendment(s) or stating that these Covenants shall be terminated as provided therein. It shall be the duty of the Association to notify the Village and all Owners and First Mortgagees of any action under this Section by mail at

least thirty (30) days prior to the date of any meeting called to decide any such action. Implied approval of an Eligible Mortgage Holder shall be assumed when the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (3) days after the proposal is made.

Section 6. Powers retained by Developer. A power coupled with an interest is hereby retained by and granted to the Developer (acting by and through its duly authorized officers), its successors, assigns or designees, as attorney-in-fact, to amend this Declaration, the By-laws of the Association, or the Articles of Incorporation of the Association, for any of the following purposes: (a) compliance with requirements of the Veterans Administration, the Department of Housing and Urban Development, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, any successor to any of such organizations and any other federal, state or local governmental entity or agency; (b) correcting any typographic or scrivener's error; and (c) meeting requirements of the Internal Revenue Code as now, or hereafter amended, (i) relating to organizations exempt from tax or (ii) specifically exempting homeowners' association from any Federal income tax; provided that Developer shall have no obligation to cause any such amendment to be made. The acceptance of each deed, mortgage or other instrument with respect to any Unit which is subject to these Covenants shall be deemed to be a confirmation of such power to such attorney-in-fact and shall be

deemed to constitute a consent and agreement to and acceptance, confirmation and ratification of all such amendments, which shall be effective upon the recording in the office of the Recorder of Deeds of the County within which the Community is located of an appropriate instrument, setting forth the amendment, and its authorization pursuant to this Section 5, which instrument shall be executed and acknowledged by Developer.

Section 7. Notices. Any notice or other communication required to be sent to any Member, Owner or First Mortgagee under the provisions of this instrument shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member, Owner or First Mortgagee on the records of the Association at the time of such mailing. Notice to the Association shall be sent in the manner addressed to its President or Secretary at 300 Park Boulevard, Suite 515, Itasca, Illinois 60143, or to such other address of which the Association shall have notified the Members in the aforesaid manner.

Section 8. Captions. The paragraph captions in this instrument are for convenience only and do not in any way define, limit, describe or amplify the terms and provisions of this instrument or the scope or intent thereof.

Section 9. Leases. Any lease or rental agreement affecting any Unit must be in writing, for a period of at least 30 days and shall be subject to these Covenants, and the Articles of Incorporation and By-Laws of the Association.

Section 10. Condemnation. In the event of condemnation or or destruction of all or part of the Community or the liquidation or termination of the Association, any losses or proceeds resulting therefrom shall be shared equitably between the members effected by such event(s) as reasonably determined by the Board of Directors of the Association. The Association is hereby designated to represent the Members in any proceedings, negotiations, settlements or agreements regarding any such condemnation or destruction, and each member by acceptance of a deed for a Unit, appoints the Association as its attorney-in-fact for the foregoing purposes any proceeds from any such settlement shall be payable to the Association for the benefit of the Members and their mortgage holders.

Section 11. Professional Management Contracts. Developer shall not directly or indirectly bind the Association to any professional management contract, unless such contract includes a right of termination without cause that the Association can exercise any time after transfer control. Said right of termination shall not require any payment of any penalty or advance notice of more than ninety (90) days.

Section 12. Village Ordinances Prevail. None of the covenants, conditions, restrictions or provisions of the

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

I, Brenda D. Smith, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Shirley Elliott and Charles D. Gencibaugh, personally known to me as the Vice President and Asst. Secretary respectively, of The Hoffman Group, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the same instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and seal this 24th day of October, 1988.

Brenda D. Smith
Notary Public

My commission expires: 10/26/90

Prepared and return to:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601
Phone: 236-3003



STATE OF Illinois)
) SS
COUNTY OF Kane)

I, Betty A. Zhe, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bert Hoffman and Rita J. Salton, personally known to me as the Exec. Vice President and Secretary respectively, of Ahmanson Developments, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the same instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and seal this 1st day of November, 1988.


Notary Public

My commission expires: 7/1/92

Prepared and return to:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601
Phone: 236-3003



30-511/5

BLOOMFIELD CLUB II HOMEOWNERS ASSOCIATION DECLARATIONEXHIBIT "A"

Lots 1 through 152, both inclusive, in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in Du Page County, Illinois.

and

Lots 153 through 156, both inclusive, in Bloomfield Club Unit One, being a subdivision of parts of Lots 8 through 11, both inclusive, in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, recorded February 7, 1980, as Document R80-08728, according to the plat thereof recorded as Document No. R88-002930, in Du Page County, Illinois.

30-511/6

BLOOMFIELD CLUB II HOMEOWNERS ASSOCIATION DECLARATION

EXHIBIT "B"

-NONE-

001	Lot-94	006	Lot-93
02-16-303-001	Lot-129	007	Lot-130
003	Lot-131	008	Lot-132
005	Lot-133	009	Lot-134
007	Lot-135	010	Lot-136
009	Lot-137	011	Lot-138
011	Lot-139	012	Lot-140
013	Lot-141	014	Lot-142
015	Lot-143	016	Lot-144
017	Lot-145	018	Lot-146
019	Lot-147	020	Lot-148
021	Lot-149	022	Lot-150
023	Lot-151	024	Lot-152

Bloomfield Club Unit 11

02-16-301-001	Lot-92	02-16-301-002	Lot-91
003	Lot-90	004	Lot-89
005	Lot-88	006	Lot-87
007	Lot-86	008	Lot-85
009	Lot-84	010	Lot-83
011	Lot-82	012	Lot-81
013	Lot-80	014	Lot-79
015	Lot-78	016	Lot-77
017	Lot-76	018	Lot-75
019	Lot-74	020	Lot-73
021	Lot-72	022	Lot-71
023	Lot-70	024	Lot-69
025	Lot-68	026	Lot-67
027	Lot-66	028	Lot-65
029	Lot-64	030	Lot-63
031	Lot-62	032	Lot-61
033	Lot-60	034	Lot-59
035	Lot-58	036	Lot-57
037	Lot-56	038	Lot-55
039	Lot-54	040	Lot-53
041	Lot-52	042	Lot-51
043	Lot-50	044	Lot-49
045	Lot-48	046	Lot-47
047	Lot-46	048	Lot-45
049	Lot-44	050	Lot-43
051	Lot-42	052	Lot-41
053	Lot-40	054	Lot-39
055	Lot-38	056	Lot-37
057	Lot-36	058	Lot-35
059	Lot-34	060	Lot-33
02-16-301-061	Lot-32	062	Lot-31
063	Lot-30	064	Lot-29
065	Lot-28	066	Lot-27
067	Lot-26	068	Lot-25
069	Lot-24	070	Lot-23
071	Lot-22	072	Lot-21
073	Lot-20	074	Lot-19
075	Lot-18	076	Lot-17
077	Lot-16	078	Lot-15
079	Lot-14	080	Lot-13

RS9-128940

FEB 21 2008

FRED BUCHOLZ
DUPAGE COUNTY RECORDER
FEB.06.2008 RMSP 3:29 PM
OTHER 02-16-201-053
009 PAGES R2008-019365

**THIRTY-SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BLOOMFIELD CLUB II HOMEOWNERS ASSOCIATION**

This instrument, consisting of ~~nine~~ (9) pages, is recorded for the purpose of amending the Declaration of Covenants, Conditions and Restrictions for Bloomfield Club II Homeowners Association (hereinafter referred to as "Declaration"), which was recorded on November 9, 1988 with the Recorder of Deeds, DuPage County, Illinois as Document number R88-128840.

This Amendment is adopted pursuant to the provisions of Article VIII, Section 5 of said Declaration. Article VIII, Section 5 provides that this Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds, DuPage County, Illinois, following the affirmative vote in favor of this Amendment by Owners representing at least sixty-seven percent (67%) of the Units in the Association, the requisite written approval and such vote being certified by an officer of the Association that this Amendment was duly approved as set forth herein.

PREAMBLE

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Bloomfield Club II Homeowners Association has been recorded with the Recorder of Deeds, DuPage County, Illinois, on November 9, 1988, as Document number R88-128840 and amended with add-on amendments by documents R89-028102; R89-043276; R89-055244; R89-061725; R89-072972; R89-099239; R89-107094; R89-126951; R89-149251; R90151296; R89-156351; R90-029051; R90-029802; R90-053759; R90-079273; R90-101427; R90-124459; R90-152683; R91-020476; R91-006363; R91-021369; R91-041899; R91-056900; R91-073614; R91-090610; R91-133567; R92-005212 and R92-013709.

WHEREAS, the Board of Directors for Bloomfield Club II Homeowners Association and the Owners desire to amend the Declaration to restrict the leasing of individual Units that will require all Units to be Owner occupied or occupied by a member of the Owner's immediate family no later than twenty-four (24) months following recording of this Amendment; and

WHEREAS, the Amendment has been approved by the Owners representing a at least sixty-seven percent (67%) of the Units in the Association, either in person or by proxy, at a meeting duly called for the purpose of amending the Declaration in accordance with Article VIII of the Declaration and Article IV, Section 2 of the Bylaws, and certified by an officer of the Association that this Amendment was duly approved in compliance with the aforementioned provisions of the Declaration and Bylaws;

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Bloomfield Club II Homeowners Association is hereby amended in accordance with the text which follows:

AMENDMENT

1. Article VIII, Section 9, "Leases", shall be deleted in its entirety. Following adoption of this Amendment, Article VIII, Section 9, "Leases" shall include the following provisions only:

Section 9: Leases.

(a) **Prohibition against Leasing.** *Each Unit Owner shall occupy and use his/her Unit as a private dwelling. Rental or leasing of the Units is prohibited, except as hereafter provided in this Article VIII, Section 9. Rentals or leasing to a member of the Unit Owner's immediate family members, including, children, grandchildren, siblings or parents shall not be prohibited or restricted by the Association.*

(b) **Hardship Provisions.** *In the event that a Unit Owner, due to medical or health reasons or other justifiable cause constituting a hardship, in the sole discretion of the Board, shall be unable to occupy the Unit for a period in excess of four (4) months and based on said hardship desires to lease said Unit, the Unit Owner shall make application to the Board which may, by majority vote and review of the application, grant to the Unit Owner an exception to the above leasing restrictions, upon such conditions as the Board may establish and uniformly apply.*

(c) **Current Leases.** *All Units that are not Owner occupied or occupied by a member of the Owner's immediate family (as defined herein in paragraph (a)) at the time of passage of this Amendment, may continue to be leased for a period not to exceed twenty-four (24) months from the date this Amendment is recorded with the DuPage County Recorder. Upon expiration of the twenty-four (24) month period following recording of this Amendment, all Units in the Association shall be Owner occupied or occupied by a member of the Owner's immediate family as defined in paragraph (a) herein. Any individuals residing in Units at the Association that are not Owners or members of the Owner's immediate family upon expiration of the twenty-four (24) month period following recording of this Amendment shall be in violation of this Amendment and the Declaration, subject to the remedies available to the Association to cure such violation as more fully described herein and the Declaration.*

(d) **Association Leases.** *The Association shall be exempt from any lease restrictions provided in paragraphs (a), (b) and (c) of this Section 9, pursuant the Illinois Forcible Entry and Detainer Act (735 ILCS 5/9-101 et. seq.) for the purposes of collecting delinquent assessments, costs, fees and other property assessed expenses to the Unit.*

(e) **General Provisions.** *Additionally, all Unit Owners leasing their unit under such "hardship" exception or pursuant to paragraph (b) or as a current lease under paragraph (c) shall deliver a copy of the signed lease to the Board, or if the lease is oral, a memorandum of lease, no later than the date of occupancy or ten (10) days after the lease is signed, whichever comes first. In the event that the Owner fails to comply with such leasing requirements, the Association may seek to evict a tenant from the unit under Article IX of the Code of Civil Procedure. Furthermore, all provisions of the Declaration, By-Laws and Rules and Regulations shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease executed or renewed. The Board may proceed directly against a tenant, at law or in equity under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant or any covenants rules, regulations or by-laws.*

In the event that the Owner fails to comply with such leasing requirements set forth in this Amendment, the Association may seek to evict a tenant from the Unit pursuant to Article IX of the Illinois Code of Civil Procedure and to recover all attorney's fees, court costs and fines levied against the offending Owner's account as a result of their default and breach of the restrictions upon leasing set forth in this Amendment. Furthermore, all provisions of the Declaration, Bylaws and Rules and Regulations shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed or renewed. The Board may proceed directly against a tenant, at law or in equity under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any of covenants, rules, regulations or bylaws.

2. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration.

3. The language of this Amendment shall govern any conflicts between this document and the prior Declaration and the amendments thereto.

4. Except as to the extent expressly set forth herein above, and as amended, the Declaration, Bylaws and Rules and Regulations shall continue in full force and effect without change.

END OF TEXT OF AMENDMENT

This instrument was prepared by *Return To:*
KEAY & COSTELLO, P.C.
128 South County Farm Road
Wheaton, Illinois 60187

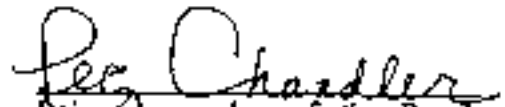
STATE OF ILLINOIS)

)ss

COUNTY OF DUPAGE)

The undersigned is a member of the Board of Directors for Bloomfield Club II Homeowners Association, a common interest association established by the aforesaid Declaration, and by my signature below, do hereby execute the foregoing Amendment to the Declaration on behalf of the Board and the Owners and certify that this Amendment was approved by the Owners representing at least a simple majority of the total votes of the Association, in person or by proxy, at a meeting duly called in accordance with Article VIII of the Declaration and Article IV, Section 2 of the Bylaws.

EXECUTED this 28th day of January, 2008



Being a member of the Board of Directors for Bloomfield Club II Homeowners Association

I, Douglas J. Sury, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors for Bloomfield Club II Homeowners Association, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

By: 

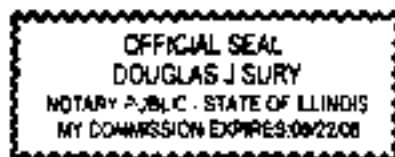


Exhibit A

Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the 3rd Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

FEB 21 2008

Exhibit B

Bloomfield Club II

<u>141 Benton</u>	<u>02-16-301-053</u>
<u>142 Benton</u>	<u>02-16-301-051</u>
<u>143 Benton</u>	<u>02-16-301-054</u>
<u>144 Benton</u>	<u>02-16-301-050</u>
<u>145 Benton</u>	<u>02-16-301-055</u>
<u>146 Benton</u>	<u>02-16-301-049</u>
<u>147 Benton</u>	<u>02-16-301-056</u>
<u>148 Benton</u>	<u>02-16-301-048</u>
<u>149 Benton</u>	<u>02-16-301-057</u>
<u>150 Benton</u>	<u>02-16-301-047</u>
<u>150 Springdale</u>	<u>02-16-301-040</u>
<u>151 Benton</u>	<u>02-16-301-058</u>
<u>152 Benton</u>	<u>02-16-301-046</u>
<u>152 Springdale</u>	<u>02-16-301-039</u>
<u>153 Benton</u>	<u>02-16-301-059</u>
<u>154 Benton</u>	<u>02-16-301-045</u>
<u>154 Springdale</u>	<u>02-16-301-038</u>
<u>155 Benton</u>	<u>02-16-301-060</u>
<u>156 Benton</u>	<u>02-16-301-044</u>
<u>156 Springdale</u>	<u>02-16-301-037</u>
<u>157 Benton</u>	<u>02-16-301-061</u>
<u>158 Benton</u>	<u>02-16-301-043</u>
<u>158 Springdale</u>	<u>02-16-301-036</u>
<u>159 Benton</u>	<u>02-16-301-062</u>
<u>160 Benton</u>	<u>02-16-301-042</u>
<u>160 Springdale</u>	<u>02-16-301-035</u>
<u>161 Benton</u>	<u>02-16-301-063</u>
<u>162 Benton</u>	<u>02-16-301-041</u>
<u>162 Springdale</u>	<u>02-16-301-034</u>
<u>163 Benton</u>	<u>02-16-301-064</u>
<u>164 Springdale</u>	<u>02-16-301-033</u>
<u>165 Benton</u>	<u>02-16-301-065</u>
<u>165 Springdale</u>	<u>02-16-302-004</u>
<u>166 Springdale</u>	<u>02-16-301-032</u>
<u>167 Benton</u>	<u>02-16-301-066</u>
<u>167 Springdale</u>	<u>02-16-302-003</u>
<u>168 Springdale</u>	<u>02-16-301-031</u>
<u>169 Benton</u>	<u>02-16-301-067</u>
<u>169 Springdale</u>	<u>02-16-302-002</u>
<u>170 Springdale</u>	<u>02-16-301-030</u>
<u>171 Benton</u>	<u>02-16-301-068</u>
<u>171 Springdale</u>	<u>02-16-302-001</u>
<u>172 Springdale</u>	<u>02-16-301-029</u>
<u>173 Benton</u>	<u>02-16-301-069</u>
<u>174 Springdale</u>	<u>02-16-301-028</u>
<u>175 Benton</u>	<u>02-16-301-070</u>

All addresses located in
Bloomington, Dupage County,
Illinois

FEB 21 2009

176 Springdale	02-16-301-027
177 Benton	02-16-301-071
178 Springdale	02-16-301-026
179 Benton	02-16-301-072
180 Springdale	02-16-301-025
181 Benton	02-16-301-073
182 Benton	02-16-302-005
182 Springdale	02-16-301-024
183 Benton	02-16-301-074
184 Benton	02-16-301-006
184 Springdale	02-16-301-023
185 Benton	02-16-301-075
186 Benton	02-16-302-007
186 Springdale	02-16-301-022
187 Benton	02-16-301-076
188 Benton	02-16-301-008
188 Springdale	02-16-301-021
190 Benton	02-16-302-009
190 Springdale	02-16-301-020
191 Springdale	02-16-302-021
192 Benton	02-16-302-010
192 Springdale	02-16-301-019
193 Springdale	02-16-302-022
194 Benton	02-16-302-011
194 Springdale	02-16-301-018
195 Springdale	02-16-302-023
196 Benton	02-16-302-012
196 Springdale	02-16-301-017
197 Springdale	02-16-302-024
198 Benton	02-16-302-013
198 Springdale	02-16-301-016
199 Springdale	02-16-302-025
200 Benton	02-16-302-014
200 Springdale	02-16-301-015
201 Benton	02-16-303-016
201 Springdale	02-16-302-026
202 Benton	02-16-302-015
202 Springdale	02-16-301-014
203 Benton	02-16-303-015
203 Springdale	02-16-302-027
204 Benton	02-16-302-016
204 Springdale	02-16-301-013
205 Benton	02-16-303-014
205 Springdale	02-16-302-028
206 Benton	02-16-302-017
206 Springdale	02-16-301-012
207 Benton	02-16-303-013
207 Springdale	02-16-302-029
208 Benton	02-16-302-018

FEB 21 2003

208 Springdale	02-16-301-011
209 Benton	02-16-303-012
209 Springdale	02-16-302-030
210 Benton	02-16-302-019
210 Springdale	02-16-301-010
211 Benton	02-16-303-011
211 Springdale	02-16-302-031
212 Benton	02-16-302-020
212 Springdale	02-16-301-009
213 Benton	02-16-303-010
213 Springdale	02-16-302-032
214 Springdale	02-16-301-008
215 Benton	02-16-303-009
215 Springdale	02-16-302-033
216 Springdale	02-16-301-007
217 Benton	02-16-303-008
217 Springdale	02-16-302-034
218 Springdale	02-16-301-006
219 Benton	02-16-303-007
219 Springdale	02-16-302-035
220 Springdale	02-16-301-005
221 Benton	02-16-303-006
221 Springdale	02-16-302-036
222 Benton	02-16-301-004
222 Bloomfield	02-16-303-025
223 Benton	02-16-303-005
224 Benton	02-16-301-003
224 Bloomfield	02-16-303-026
225 Benton	02-16-303-004
226 Benton	02-16-301-002
226 Bloomfield	02-16-303-027
227 Benton	02-16-303-003
228 Benton	02-16-301-001
228 Bloomfield	02-16-303-028
229 Benton	02-16-302-002
231 Benton	02-16-303-001
316 Clubhouse	02-16-303-024
318 Clubhouse	02-16-303-023
320 Clubhouse	02-16-303-022
322 Clubhouse	02-16-303-021
323 Clubhouse	02-16-301-092
324 Clubhouse	02-16-303-020
325 Clubhouse	02-16-301-091
326 Clubhouse	02-16-303-019
327 Clubhouse	02-16-301-090
328 Clubhouse	02-16-303-018
329 Clubhouse	02-16-301-089
330 Clubhouse	02-16-303-017
331 Clubhouse	02-16-301-088

FEB 21 2008

<u>333 Clubhouse</u>	<u>02-16-301-087</u>
<u>335 Clubhouse</u>	<u>02-16-301-086</u>
<u>337 Clubhouse</u>	<u>02-16-301-085</u>
<u>339 Clubhouse</u>	<u>02-16-301-084</u>
<u>341 Clubhouse</u>	<u>02-16-301-083</u>
<u>343 Clubhouse</u>	<u>02-16-301-082</u>
<u>345 Clubhouse</u>	<u>02-16-301-081</u>
<u>347 Clubhouse</u>	<u>02-16-301-080</u>
<u>349 Clubhouse</u>	<u>02-16-301-079</u>
<u>351 Clubhouse</u>	<u>02-16-301-078</u>
<u>353 Clubhouse</u>	<u>02-16-301-077</u>
<u>140 Benton</u>	<u>02-16-301-052</u>

30-362

07/16/87

BLOOMFIELD CLUB II HOMEOWNERS ASSOCIATION

BY-LAWS

ARTICLE I.

NAME AND LOCATION

The name of the corporation is BLOOMFIELD CLUB II HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 1501 Woodfield Road, #315 West, Schaumburg, Illinois 60195, but meetings of members and Directors may be held at such places within the State of Illinois as may be designated by the Board of Directors.

ARTICLE II.

DEFINITIONS

Section 1. "Association" shall mean and refer to Bloomfield Club II Homeowners Association, an Illinois not-for-profit corporation, its successors, and assigns.

Section 2. "Community" shall mean and refer to that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Community recorded in the Office of the Recorder of Deeds, Cook County, Illinois.

Section 4. "Developer" shall mean and refer to THE HOFFMAN GROUP, INC., a Delaware corporation, and ARMANSON DEVELOPMENTS, INC., a California corporation, each licensed to do business in Illinois, their agents, successors, and assigns.

Section 5. "First Mortgagee" shall mean and refer to those holders of first mortgages on Units who are defined as being "First Mortgagees" in Article I of the Declaration.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Community with the exception of the Common Areas, and streets dedicated to the public.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities and including the Developer where applicable, of the fee simple title to any Lot which is a part of the Community, but shall not mean or refer to a mortgages unless and until such mortgages has acquired title pursuant to foreclosure or any proceeding or transfer in lieu of foreclosure.

Section 9. "Townhome" shall mean a one-family dwelling constructed on a Unit, which Townhome may be attached to one or more Townhomes by common party walls.

Section 10. "Unit" shall mean and refer to a platted Lot.

1

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Qualifications for Membership. The qualifications for membership in the Association are set forth in Article III, Section 1 of the Declaration.

Section 2. Voting Rights of Members. The voting rights of Members and the classes of membership in the Association are set forth in Article III, Section 2 of the Declaration.

Section 3. Conditions of Continued Membership. As provided in the Declaration, the rights of membership are subject to the making of capital contributions called for by the Association and the payment of annual and special assessments levied by the Association, the obligation for which capital contributions and assessments are imposed against each Owner of a Unit and which are secured by a lien upon the Unit and against which the call for contribution or assessment is made. A Member who is delinquent in payment of such capital contribution or assessment will be subject to additional charges, all of which may be enforced by any legal action against the Owner, and/or foreclosure of the aforesaid lien.

Section 4. Suspension of Membership Rights. The membership rights of any person whose interest in the Community is subject to the making of capital contributions and the payment of assessments under Section 3 of this Article III, whether or not he be personally obligated to pay such capital contributions and

assessments, may be suspended by action of the Board of Directors during the period when a capital contribution or assessment or installment of either remains unpaid; but, upon full payment of such assessment or installment, his rights and privileges shall be automatically restored.

ARTICLE IV.

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year of the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of the members equalling one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat,

addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically expire upon conveyance by the member of his Unit.

ARTICLE V.-

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the Members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years and at each annual meeting thereafter the Members shall elect a director for the position of the director whose tenure expires on that date for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI.

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association who may or may not be Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members of the Association.

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

ARTICLE VII.

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held as scheduled by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director, provided, however, that attendance or written waiver shall be deemed as conclusive evidence of proper notice.

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

ARTICLE VIII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

a. suspend the voting rights of a Member during any period in which such Member shall be in default in the

payment of any capital contribution or assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 30 days for infraction of published rules and regulations;

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

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

d. employ a manager, an independent contractor, or such other employees or agents as they deem necessary, and to prescribe their duties. Any management contract entered into by the Developer on behalf of the Association shall not bind the Association unless said contract contains a reasonable employment term and a right of termination without cause, exercisable by the Association without penalty, and upon notice of 90 days or less.

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

a. cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when such statement is requested in writing

by one-fourth (1/4) of the Class A Members who are entitled to vote;

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

c. as more fully provided in the Declaration, to:

(1) fix the amount of any capital contribution called for or the amount of the annual or special assessment against each Unit at least thirty (30) days in advance of the due date of such capital contribution or assessment (or the first installment of either, if such contribution or assessment is to be made in installments);

(2) send written notice of each capital contribution or annual or special assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of such capital contribution or assessment (or the first installment of either, if such contribution or assessment is to be made in installments);

(3) take all reasonable steps to obtain payment of capital contributions and assessments (or installments of either) which are not paid within thirty (30) days of their due date, including, without limitation (where such action is required in the Board's judgment), enforcing the Association's lien rights against the delinquent Owner's Unit and bringing any legal action against the Owner personally obligated to pay the same, or both; and

(4) cause a roster of Units to be prepared, stating the amount of any capital contributions and the annual and special assessments applicable thereto, on which roster shall be reported each payment of such contributions and assessments when received; such roster to be kept in the office of the Association and to be open to inspection by any Member and any First Mortgagee during regular business hours.

d. issue, or cause an appropriate officer or collecting agent designated by the Board to issue, upon demand by any Member or First Mortgagee, a certificate setting forth whether or not all capital contributions and assessments (or installments thereof) against such Unit which are then due and payable have been paid as of the date of such certificate. A reasonable charge may be made by the Board for the issuance of such certificates. If a certificate states that a capital contribution or assessment (or an installment of either) has been paid, such certificate shall be conclusive evidence of such payment;

e. cause a roster of First Mortgagees to be prepared and maintained in a current manner, which roster shall contain the names of all First Mortgagees, and the addresses to which notices to such First Mortgagees are to be sent, and shall identify the Units which are subject to the first mortgages held by such First Mortgagees;

f. procure and maintain liability, casualty, and hazard insurance on property owned by the Association, and

worker's compensation insurance, and to include the Village and its agents and employees as additional insureds under such coverage if possible, a fidelity bond or insurance policy covering all persons who are responsible for handling the funds of the Association, directors' and officers' liability insurance for the directors and officers of the Association, if available, and such other insurance as the Board of Directors shall deem to be necessary or desirable in carrying out its responsibilities under the Declaration;

g. cause all officers or employees having fiscal responsibilities to be bonded or insured, as it may deem appropriate.

ARTICLE IX.

OFFICERS AND THEIR DUTIES

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

Section 2. Election of Officers. The officers shall be elected by majority vote of the directors at the first meeting of the Board of Directors following each annual meeting of the Members except that the initial Board of Directors named in the Articles of Incorporation shall elect the initial officers of the Association at the first meeting of such Board of Directors.

Section 3. Term. The officers of the Association shall be elected annually by the Board and (with the exception of the initial officers who shall serve only until the first meeting of the Board after the first annual meeting of the Members) each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or shall be otherwise disqualified to serve.

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

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

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

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except

in the case of special offices created pursuant to Section 4 of this Article IX.

Section 3. Duties. The duties of the officers are as follows:

a. President. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, shall have the power to sign all leases, mortgages, deeds, and other written instruments on behalf of the Association, and shall co-sign all checks and promissory notes of the Association.

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

c. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members in books to be kept for that purpose; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board of Directors and of the Members; shall keep appropriate current records showing the Members of the Association together with their addresses as registered with him by such Members; and shall perform such other duties as are required by the Board.

d. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that such a resolution shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors; shall co-sign all checks and promissory notes of the Association, provided that such checks shall also be signed by the president or the vice president; shall keep proper books of account; shall maintain the roster of assessments referred to in Section 2(c)(4) of Article VIII hereof and the roster of First Mortgagees referred to in Section 2(e) of Article VIII hereof; may cause an annual audit of the Association books to be made by a certified public accountant (and shall cause such an audit and provide an audited financial statement for the preceding fiscal year to all mortgagees who request it); shall make a written report monthly to each Director; shall cause the financial statement of the Association to be delivered to each Member prior to the annual meeting of the membership; shall prepare an annual budget for the forthcoming fiscal year and submit it for review and adoption by the Board of Directors; and shall deliver a copy of the adopted budget to each Member.

ARTICLE X.

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in the By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI.

BOOKS AND RECORDS

Current copies of the Declaration, these By-Laws and other rules concerning the Community, and the books, records, and financial statements of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, or by holders, insurers, or guarantors of the First Mortgages on the Units.

ARTICLE XII.

INDEMNIFICATION

Section 1. Indemnification of officers and directors. The Association shall indemnify the officers and directors of the Association to the full extent permitted or allowed by the laws of the State of Illinois including any person who, by reason of the fact that he is or was an officer or director of the Association, is made a party or is threatened to be made a party to any litigation, claim, suit, action, or other proceeding of any kind, against expenses (including reasonable attorneys'

fees), liabilities, judgments, costs, fines, penalties, amounts paid in settlement, and other losses, actually and reasonably incurred by him in connection with the defense or settlement thereof, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and if he had no reasonable cause to believe his conduct was unlawful. No indemnification shall be made in respect of any claim or matter as to which such person shall have been adjudged to be liable for gross negligent or willful misconduct in the performance of his duty to the Association.

Section 2. Indemnification Non-Exclusive. The indemnification provided hereby shall not be deemed exclusive of any other rights to which those seeking indemnification (whether or not they are officers or directors) may be entitled under any law, agreement, vote of members, or directors or otherwise, both as to action in official capacities and as to action in other capacities, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of the person being so indemnified.

ARTICLE XIII.

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments and capital contributions which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by Illinois law, and the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against his property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Unit.

ARTICLE XIV.

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

BLOOMFIELD CLUB II HOMEOWNERS ASSOCIATION

R88-132533

UNOFFICIAL COPY

RECORDED
DU PAGE COUNTY

Dooney

112135
11/11/88

**FIRST AMENDMENT TO
BLOOMFIELD CLUB II HOMEOWNERS ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This FIRST AMENDMENT TO DECLARATION made and entered into by ARMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-128838, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition I on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition I in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

2 acc.

DON AVA

L-80A015-20

Land Title America, Inc

IN WITNESS WHEREOF, AHMANSON DEVELOPMENTS, INC., a California corporation, has caused its name to be signed to these presents by its sole general partner, this 14th day of November, 1988.

AHMANSON DEVELOPMENTS, INC.,
a California corporation

By: Ronald C. Saienni
President

ATTEST:

By: Brenda G. Smith
Asst. Secretary



STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS.

I, Cathy Hernandez, a Notary Public in and for said County, the State aforesaid, do hereby certify that Ronald C. Saienni, personally known to me to be the Sr. Vice President and Brenda G. Smith, personally known to me to be the Asst. Secretary of AHMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice President and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of November, 1988.

Cathy Hernandez
NOTARY PUBLIC

My Commission Expires: July 17, 1992

PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
The Hoffman Group, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: Caryn Maloney

EXHIBIT A

ADDITION I

Lots 1 through 16, both inclusive and 145, 146, 147 and 148 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N.

PREPARED BY:

Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, Illinois 60601

RETURN TO:

The Hoffman Group, Inc.
300 Park Boulevard, Suite 515
Itasca, Illinois 60143
Attention: Caryn Maloney



LOT/ UNIT	PIN
1	02-16-301-092
2	02-16-301-091
3	02-16-301-090
4	02-16-301-089
5	02-16-301-088
6	02-16-301-087
7	02-16-301-086
8	02-16-301-085
9	02-16-301-084
10	02-16-301-083
11	02-16-301-082
12	02-16-301-081
13	02-16-301-080
14	02-16-301-079
15	02-16-301-078
16	02-16-301-077
145	02-16-303-017
146	02-16-303-018
147	02-16-303-019
148	02-16-303-020

H

Handwritten signature

112261
11/18/88

2 of 3

SECOND AMENDMENT TO
BLOOMFIELD CLUB II RECREATION ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This SECOND AMENDMENT TO DECLARATION made and entered into by THE HOFFMAN GROUP, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. 888-119939, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition II on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition II in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

L-803015-DE

SEP 19 1988

(Land Title)

Handwritten initials

IN WITNESS WHEREOF, THE HOFFMAN GROUP, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their Vice President and attested by their Asst Secretary this 23rd day of November, 1960.

THE HOFFMAN GROUP, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst Secretary

AHMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Asst. Secretary

Attest: [Signature]
Asst. Secretary

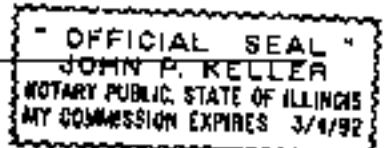
STATE OF ILLINOIS)
COUNTY OF DeKalb) SS.

I, John P Keller, a Notary Public in and for said County, the State aforesaid, do hereby certify that William M. Langston, personally known to me to be the Vice President and Richard Zuercher, personally known to me to be the Assistant Secretary of THE HOFFMAN GROUP, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of November, 1960.

[Signature]
NOTARY PUBLIC

My Commission Expires:



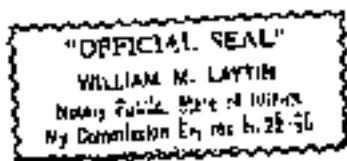
STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

I, William M. Laytin, a Notary Public in and for said County, the State aforesaid, do hereby certify that Charles J. Stroh personally known to me to be the Vice President and Carroll A. Sederberg personally known to me to be the Assistant Secretary of ALMADEN DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2 day of June, 1974.


NOTARY PUBLIC

My Commission Expires:



PREPARED BY:
Donna L. Head
Gould & Ratner
227 North LaSalle Street
Chicago, IL 60601

RETURN TO:
The Hoffman Group, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: Caryn Maloney

RECEIVED

EXHIBIT A

ADDITION II

Lots 133 through 144, both inclusive, in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DePage County, Illinois.

P.I.N. ~~02-12-300-027~~

~~02-16-300-034~~

Lot 133 02-16-303-005

134 - 006

135 - 007

136 - 008

137 - 009

138 - 010

139 - 011

140 - 012

141 - 013

142 - 014

143 - 015

144 02-16-303-016

Blaney

112261
02/08/89

4 of 4

80-510208-1

SBP

((hand Tute))

THIRD AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This THIRD AMENDMENT TO DECLARATION made and entered into by THE HOFFMAN GROUP, INC., a Delaware corporation and ARMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. 888-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition III on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition III in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.
2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

RECORDER
DU PAGE COUNTY

J. Ramsey

112261
02/08/89

THIRD AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This THIRD AMENDMENT TO DECLARATION made and entered into by THE ROFFMAN GROUP, INC., a Delaware corporation and ARMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. RB8-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition III on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition III in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

4 of 4

89-510208-1

SBP

((hand Tute))

9/82

IN WITNESS WHEREOF, THE HOFFMAN GROUP, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their last name President and attested by their last name Secretary this 7th day of FEB., 1989.

THE HOFFMAN GROUP, INC.

By: [Signature]
A Vice President

Attest: [Signature]
Asst. Secretary

AHMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Christopher Shapitel, personally known to me to be the Vice President and Dorson Sobelush, personally known to me to be the Assistant Secretary of ~~THE~~ Ahmanson Developments ~~HOFFMAN GROUP~~, INC. and personally known to me to be the same Inc persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of February, 1989.

[Signature]
NOTARY PUBLIC

My Commission Expires: 3-9-91



STATE OF ~~CALIFORNIA~~ ^{Illinois})
) SS.
COUNTY OF Cook)

I, Rita J. Ralston, a Notary Public in and for said County, the State aforesaid, do hereby certify that William M. Clayton, personally known to me to be the Vice President and Arthur C. Zuzenka, personally known to me to be the Assistant Secretary of ~~AMERICAN DEVELOPMENTS, INC.~~ ^{THE Hoffman Group, Inc.} and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of February, 1984.

Rita J. Ralston
NOTARY PUBLIC

My Commission Expires:



PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
The Hoffman Group, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: Carolyn Katta

EXHIBIT A

ADDITION III

Lots 89, 92 AND 132, inclusive, in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N. Lot 89 = 02-16-301-004
Lot 92 = 02-16-301-001
Lot 132 = 02-16-303-004

Underlying - 02-16-300-027
02-16-300-034

Lot 89 = 222 Springdale Lane,
Bloomington, IL 60108

Lot 92 = 228 Springdale Lane
Bloomington, IL 60108

Lot 132 = 225 Benton Lane,
Bloomington, IL 60108

112261
02/28/89

FOURTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

RECORDER
DU PAGE COUNTY
R 89 - 028102

89 MAR 14 AM 11:45

Blaney

This FOURTH AMENDMENT TO DECLARATION made and entered into by THE HOPPMAN GROUP, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration., collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R58-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition IV on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition IV in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.
2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.



2092

89-510208-08

SPencer

(Land Title)

5/20

UNOFFICIAL COPY

IN WITNESS WHEREOF, THE HOFFMAN GROUP, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their ~~Vice President~~ President and attested by their ~~Secretary~~ Secretary this ~~1st~~ day of March, 1989.

THE HOFFMAN GROUP, INC.

By: [Signature]
~~Vice President~~ President

Attest: [Signature]
Secretary

AHMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
~~Vice President~~ Vice President

Attest: [Signature]
Asst. Secretary

899-028102

STATE OF ILLINOIS)
COUNTY OF Kane) SS.

I, [Signature], a Notary Public in and for said County, the State aforesaid, do hereby certify that Bert Hoffmann, personally known to me to be the Vice President and RITA J. KALSTON, personally known to me to be the Assistant Secretary of THE HOFFMAN GROUP, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of March, 1989.

[Signature]
NOTARY PUBLIC

My Commission Expires: 7-1-92



Illinois
STATE OF CALIFORNIA)
COUNTY OF *Cook*) SS.

I, *Joan Drake*, a Notary Public in and for said County, the State aforesaid, do hereby certify that *not Christopher Kattel*, personally known to me to be the Vice President and *Business Development*, personally known to me to be the Assistant Secretary of ARMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this *7th* day of *March*, 19*88*.

Joan Drake
NOTARY PUBLIC

My Commission Expires: *3-9-91*



RB9-028102

PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
The Hoffman Group, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: Carolyn Katta

EXHIBIT AADDITION IV

Lots 85, 86, 87, 88 and 129, inclusive, in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N. Lot 85 = 02-16-301-008
 Lot 86 = 02-16-301-007
 Lot 87 = 02-16-301-006
 Lot 88 = 02-16-301-005
 Lot 129 = 02-16-303-001

Underlying P.I.N.'s = 02-16-300-027
 02-16-300-034

Property Addresses: Lot 85 = 214 Springdale Lane,
 Bloomington, IL 60108
 Lot 86 = 216 Springdale Lane,
 Bloomington, IL 60108
 Lot 87 = 218 Springdale Lane,
 Bloomington, IL 60108
 Lot 88 = 220 Springdale Lane,
 Bloomington, IL 60108
 Lot 129 = 231 Benton Lane,
 Bloomington, IL 60108

R89-028102

R89-043276

89 APR 17 PM 2:15

RECORDER
DU PAGE COUNTY

Planey

112251
03/16/89

2 of 3

**FIFTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This FIFTH AMENDMENT TO DECLARATION made and entered into by THE HOFFMAN GROUP, INC., a Delaware corporation and ARMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition V on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition V in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

L-802015-08

SBP/ice

(Hand Tule.)

9pd

IN WITNESS WHEREOF, THE HOFFMAN GROUP, INC., a Delaware corporation and ARMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their *[Signature]* Vice President and attested by their *[Signature]* Secretary this 27th day of March, 1984.

THE HOFFMAN GROUP, INC.

By: *[Signature]*
Vice President

Attest: *[Signature]*
Secretary

ARMANSON DEVELOPMENTS, INC.,
a California corporation

By: *[Signature]*
Vice President

Attest: *[Signature]*
Asst. Secretary

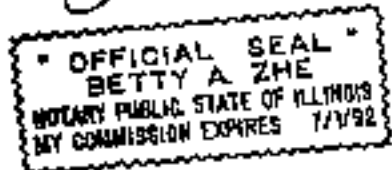
RB9 - 49276

STATE OF ILLINOIS)
COUNTY OF Kane) SS.

I, *[Signature]*, a Notary Public in and for said County, the State aforesaid, do hereby certify that *[Signature]* personally known to me to be the Vice President and *[Signature]* personally known to me to be the Assistant Secretary of THE HOFFMAN GROUP, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of March, 1984
[Signature]
NOTARY PUBLIC

My Commission Expires: _____



UNOFFICIAL COPY

STATE OF ILLINOIS)

COUNTY OF Cook)

SS.

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Christopher Hartel personally known to me to be the Vice President and Arthur J. Johnson personally known to me to be the Assistant Secretary of AFRANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of March, 1989.

Joan Drake
NOTARY PUBLIC

My Commission Expires: 3/9/91



R89 - 43276

PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
The Hoffman Group, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: Carolyn Katta

EXHIBIT AADDITION V

Lots 55, 56, 81, 82, 84, 130 and 131, inclusive, in
 Bloomfield Club Unit Two, being a subdivision of parts of Lots 8
 and 10 in Stratford Assessment Plat No. 4, in the Northwest
 Quarter of Section 21, and the Southwest Quarter of Section 16,
 all in Township 40 North, Range 10 East of the Third Principal
 Meridian, according to the plat thereof recorded as Document No.
 888-002931, in DuPage County, Illinois.

P.I.N. 02-16-300-027
 02-16-300-034 (underlying)

R89 - 43278

Lot 55 =	02-16-301-038	154 Springdale Lane
Lot 56 =	02-16-301-037	156 Springdale Lane
Lot 81 =	02-16-301-012	206 Springdale Lane
Lot 82 =	02-16-301-011	208 Springdale Lane
Lot 84 =	02-16-301-009	212 Springdale Lane
Lot 130 =	02-16-303-002	229 Benton Lane
Lot 131 =	02-16-303-003	227 Benton Lane

all in Bloomingdale,
 IL

R89-055244

UNOFFICIAL COPY
ESTABLISHED 1975

RECORDER
DU PAGE COUNTY

Harney

112261
04/24/89

2 of 3

**SIXTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This SIXTH AMENDMENT TO DECLARATION made and entered into by THE HOFFMAN GROUP, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition VI on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition VI in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

L-802015-08

(Land Title) S&Pence

9/1/89

IN WITNESS WHEREOF, THE HOFFMAN GROUP, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their Exec. Vice President and attested by their Asst. Secretary this 21 day of May, 1971.

THE HOFFMAN GROUP, INC.

By: [Signature]
Exec. Vice President

Attest: [Signature]
Asst. Secretary

AHMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

R89 - 55244

STATE OF ILLINOIS)

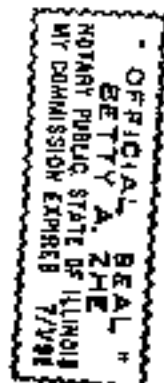
COUNTY OF Yone) SS.

I, [Signature], a Notary Public in and for said County, the State aforesaid, do hereby certify that [Signature] personally known to me to be the Vice President and [Signature] personally known to me to be the Assistant Secretary of THE HOFFMAN GROUP, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of May, 1971.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



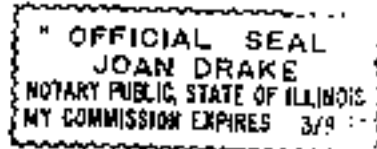
STATE OF ILLINOIS)
) SS,
COUNTY OF Cook

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Christopher Shattuck personally known to me to be the Vice President and Harold Sobush personally known to me to be the Assistant Secretary of AHMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of April, 1989.

Joan Drake
NOTARY PUBLIC

My Commission Expires: _____



R89 - 55244

MAIL TO

PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
The Hoffman Group, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: Carolyn Katta

EXHIBIT AADDITION VI

Lots 53, 54, 83, 90, 97, 98, 99 and 100 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. 888-002931, in DuPage County, Illinois.

P.I.N. Lot 53 = ~~02-16-301-040~~
 Lot 54 = ~~02-16-301-039~~
 Lot 83 = 02-16-301-010
 Lot 90 = 02-16-301-003
 Lot 97 = ~~02-16-302-032~~
 Lot 98 = 02-16-302-031
 Lot 99 = ~~02-16-302-030~~
 Lot 100 = 02-16-302-029

Underlying PINs = ~~02-16-300-027~~
~~02-16-300-034~~

R89 - 55244

Property Addresses:

Lot 53 = 150 Springdale Lane, Bloomingdale, IL
 Lot 54 = 152 Springdale Lane, Bloomingdale, IL
 Lot 83 = 210 Springdale Lane, Bloomingdale, IL
 Lot 90 = 224 Springdale Lane, Bloomingdale, IL
 Lot 97 = 213 Springdale Lane, Bloomingdale, IL
 Lot 98 = 211 Springdale Lane, Bloomingdale, IL
 Lot 99 = 209 Springdale Lane, Bloomingdale, IL
 Lot 100 = 207 Springdale Lane, Bloomingdale, IL

112261
05/12/89

**SEVENTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This SEVENTH AMENDMENT TO DECLARATION made and entered into by THE HOFFMAN GROUP, INC., a Delaware corporation and ARMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-138840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition VII on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

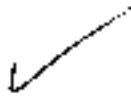
1. The real estate described as Addition VII in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.
2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

RECORDER
OF
PAGE
COURTY

R89-061725

MAY 25 AM 11:00

Handwritten signature



Page 2

89-510208-7

RR

(Land Talk)

Handwritten initials

IN WITNESS WHEREOF, THE HOFFMAN GROUP, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation, [collectively Developer herein] have caused their names to be signed to this instrument by their Vice President and attested by their Asst Secretary this 18th day of May, 1981.

THE HOFFMAN GROUP, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst Secretary

AHMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
President

Attest: [Signature]
Asst. Secretary

STATE OF ILLINOIS)
COUNTY OF Kane) SS.

I, Betty A. Zhe, a Notary Public in and For said County, the State aforesaid, do hereby certify that Bert Hoffmann, personally known to me to be the Vice President and Ron J. Kaplan, personally known to me to be the Assistant Secretary of THE HOFFMAN GROUP, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of May, 1981.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



STATE OF ILLINOIS,)
) SS.
COUNTY OF Cook

I, Joan Drake, a Notary Public in and for
said County, the State aforesaid, do hereby certify that
Christopher Shattell, personally known to me to
be the ~~Vice~~-President and Stanley J. [unclear]
personally known to me to be the Assistant Secretary of AHMANSON
DEVELOPMENTS, INC. and personally known to me to be the same
persons whose names are subscribed to the foregoing instrument as
such Vice President and Assistant Secretary, respectively,
appeared before me this day in person and acknowledged that they
signed and delivered the said instrument as their own free and
voluntary act and as the free and voluntary act of said
Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of
May, 1989.
Joan Drake
NOTARY PUBLIC

My Commission Expires: _____



PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
The Hoffman Group, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: Carolyn Katta

EXHIBIT AADDITION VII

Lots 91, 93 and 96 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N. Lot 91 - 02-16-301-002
 Lot 93 - 02-16-302-036
 Lot 96 - 02-16-302-038

Property Addresses:

Lot 91 - 26 Springdale Lane
 Lot 93 - 3 Springdale Lane
 Lot 96 - 31 Springdale Lane

all in Bloomington IL

RECORDED
DU PAGE COUNTY

Ed. Ramsey

112261
06/01/89

EIGHTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This EIGHTH AMENDMENT TO DECLARATION made and entered into by THE HOFFMAN GROUP, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition VIII on Exhibit A attached hereto, to the Declaration:

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition VIII in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.
2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

1083

Ed. Ramsey

L-902015-08

(Land Title)

Ed. Ramsey

IN WITNESS WHEREOF, THE ROFFMAN GROUP, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their President and attested by their Asst. Secretary this 8th day of June, 1987.

THE ROFFMAN GROUP, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

AHMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
President

Attest: [Signature]
Asst. Secretary

STATE OF ILLINOIS)
COUNTY OF Kane) SS.

I, [Signature], a Notary Public in and For said County, the State aforesaid, do hereby certify that [Signature] personally known to me to be the Vice President and [Signature] personally known to me to be the Assistant Secretary of THE ROFFMAN GROUP, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of June, 1987.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



STATE OF ILLINOIS)
) SS.
COUNTY OF Cook

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Chris Shapley personally known to me to be the Vice President and Robert Schuchman personally known to me to be the Assistant Secretary of ARMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of June, 1986.

Joan Drake
NOTARY PUBLIC

My Commission Expires: 3-9-91

OFFICIAL SEAL
JOAN DRAKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES

PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
The Hoffman Group, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: Carolyn Katta

EXHIBIT A

ADDITION VIII

Lots 57, 81, 94, 109 and 112 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N.

Lot 57 = 02-16-301-036
Lot 81 = 02-16-301-012
Lot 94 = 02-16-302-035
Lot 109 = 02-16-302-001
Lot 112 = 02-16-302-004

Property Addresses:

Lot 57 = 158 Springdale Lane
Lot 81 = 206 Springdale Lane
Lot 94 = 219 Springdale Lane
Lot 109 = 111 Springdale Lane
Lot 112 = 107 Springdale Lane
all in Bloomington, IL.

112261
07/27/89

NINTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This NINTH AMENDMENT TO DECLARATION made and entered into by THE HOFFMAN GROUP, INC., a Delaware corporation and ARMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration., collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition IX on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition IX in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

R89-099239
RECORDED
DU PAGE COUNTY

09 AUG 14 PM 1:15

Stamney

1 of 2

80-510208-7

Office

(Land Title)

pdf

IN WITNESS WHEREOF, THE HOFFMAN GROUP, INC., a Delaware corporation and ABMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their John J. Hoff President and attested by their Lois Secretary this 27 day of August, 1987.

THE HOFFMAN GROUP, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

ABMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Senior Vice President

Attest: [Signature]
Asst. Secretary

STATE OF ILLINOIS)
COUNTY OF Kane) SS.

I, [Signature], a Notary Public in and for said county, the State aforesaid, do hereby certify that [Signature] personally known to me to be the Vice President and [Signature] personally known to me to be the Assistant Secretary of THE HOFFMAN GROUP, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27 day of August, 1987.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



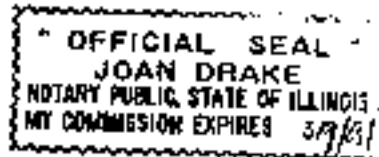
STATE OF ILLINOIS)
) SS.
 COUNTY OF Cook

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Rich Wessner, personally known to me to be the Vice President and Horton Sobelush, personally known to me to be the Assistant Secretary of ARMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of August, 1984.

Joan Drake
 NOTARY PUBLIC

My Commission Expires: _____



PREPARED BY:
 Donna L. Head
 Gould & Ratner
 222 North LaSalle Street
 Chicago, IL 60601

RETURN TO:
 The Hoffman Group, Inc.
 300 Park Boulevard
 Suite 515
 Itasca, IL 60143
 Attn: Carolyn Katta

R89 099238

EXHIBIT AADDITION IX

Lots 60, 95, 110, 122, 123, 124, 125, 126 and 128 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N.

Lot 60 = ~~02-16-302-029~~
 Lot 95 = ~~02-16-302-034~~
 Lot 110 = ~~02-16-302-002~~
 Lot 122 = ~~02-16-302-014~~
 Lot 123 = ~~02-16-302-015~~
 Lot 124 = ~~02-16-302-016~~
 Lot 125 = ~~02-16-302-017~~
 Lot 126 = ~~02-16-302-018~~
 Lot 128 = ~~02-16-302-020~~

Property Addresses:

Lot 60 = 104 Springdale Lane
 Lot 95 = 217 Springdale Lane
 Lot 110 = 169 Springdale Lane
 Lot 122 = 200 Springdale Lane
 Lot 123 = 202 Springdale Lane
 Lot 124 = 204 Springdale Lane
 Lot 125 = 206 Springdale Lane
 Lot 126 = 208 Springdale Lane
 Lot 128 = 212 Springdale Lane,
 all in Bloomington, IL.

RECORDED
DU PAGE COUNTY

J. Lacey

112261
08/15/89

2 of 3

**TENTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This TENTH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and ARMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition X on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition X in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.
2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

✓

6-802015-D8

5.8.89

(Land, Table)

File

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their ~~President~~ Vice President and attested by their ~~Asst~~ Secretary this 24th day of August, 1989.

HOFFMAN HOMES, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst Secretary

AHMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Sr. Vice President

Attest: [Signature]
Asst. Secretary

STATE OF ILLINOIS)
COUNTY OF Kane) SS.

I, Betty A. Zime, a Notary Public in and for said County, the State aforesaid, do hereby certify that Curt Hoffman personally known to me to be the Vice President and Pete J. Holston personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of August, 1989.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Richard Werner, personally known to me to be the Vice President and Gordon Soderlund, personally known to me to be the Assistant Secretary of ARMANSON DEVELOPMENTS, INC., and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of August, 1989.

Joan Drake
NOTARY PUBLIC

My Commission Expires: _____



MAIL TO:

PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: Carolyn Katta

EXHIBIT AADDITION X

Lots 57, 77, 79, 80 101 and 127 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N.

Lot 57 = 02-16-301-036
 Lot 77 = 02-16-301-016
 Lot 79 = 02-16-301-014
 Lot 80 = 02-16-301-013
 Lot 101 = 02-16-302-028
 Lot 127 = 02-16-302-019

Property Addresses:

Lot 57 = 158 Springdale Lane
 Lot 77 = 194 Springdale Lane
 Lot 79 = 202 Springdale Lane
 Lot 80 = 204 Springdale Lane
 Lot 101 = 205 Springdale Lane
 Lot 127 = 210 Springdale Lane

Bloomington, Ill.

RECORDED
DU PAGE COUNTY

Handwritten signature

112261
09/19/89

**ELEVENTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This ELEVENTH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and AHMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-12884D, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XI on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XI in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

1 of 2

SBP vcc.

*89-51005-08
(Land Title) XL-802015-08
5/20*

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and ANMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their Sr. Vice President and attested by their Asst Secretary this 4th day of October, 1989.

HOFFMAN HOMES, INC.

By: [Signature]
Vice President

Attest: [Signature]
Secretary

ANMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Sr. Vice President

Attest: [Signature]
Asst. Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, Lois A. Clegrove, a Notary Public in and for said County, the State aforesaid, do hereby certify that [Signature], personally known to me to be the Vice President and Arthur C. Gumbel, personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of October, 1989.

[Signature]
NOTARY PUBLIC



My Commission Expires: 1/7/90

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

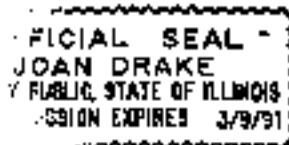
I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Richard Werner, personally known to me to be the Vice President and Gordon Soderlund, personally known to me to be the Assistant Secretary of AHMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of September, 1988



NOTARY PUBLIC

My Commission Expires: _____



MAIL TO

PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: Carolyn Katta

EXHIBIT A

ADDITION XI

Lots 58, 59, 104 and 111 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N.

Lot 58 = ~~REDACTED~~

Lot 59 = ~~REDACTED~~

Lot 104 = ~~REDACTED~~

Lot 111 = ~~REDACTED~~

Property Address:

Lot 58 = 160 Springdale Lane

Lot 59 = 162 Springdale Lane

Lot 104 = 199 Springdale Lane

Lot 111 = 167 Springdale Lane

Bloomington, IL

889-149251

UNOFFICIAL COPY
89 NOV 29 AM 11:15

RECORDER
DU PAGE COUNTY

J. J. [Signature]

112261
10/30/89

1 of 3

V-802015-08

Storia

(Land Title)

5/22/89

TWELFTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This TWELFTH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and ARMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions [the "Declaration"], recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the EXIisting Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the EXIisting Property, described as Addition XII on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XII in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and ARMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their Vice President and attested by their Asst Secretary this 14th day of November, 1989.

HOFFMAN HOMES, INC.
By: [Signature]
Vice President
Attest: [Signature]
Asst Secretary

ARMANSON DEVELOPMENTS, INC.,
a California corporation
By: [Signature]
Vice President
Attest: [Signature]
Asst Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, Lori A. Colegrove, a Notary Public in and for said County, the State aforesaid, do hereby certify that Buz Hoffman, personally known to me to be the Vice President and Peta J. Ballston, personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of November, 1989.

[Signature]
NOTARY PUBLIC

My Commission Expires: Jan. 7, 1990



RB9-149251

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage

I, Joan Drake, a Notary Public in and for said County DuPage, the State aforesaid, do hereby certify that Richard Weiss, personally known to me to be the Vice President and Boston Industrial, personally known to me to be the Assistant Secretary of ABMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of November, 1989.

Joan Drake
NOTARY PUBLIC

My Commission Expires: _____



RB9-149251

PREPARED BY:
Donna L. Head
Gould & Ratner
272 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: Carl A. Colegrove

EXHIBIT AADDITION XII

Lots 62, 78, 118, 119 and 120 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N.

Lot 62 = ~~02-16-301-031~~

Lot 78 = ~~02-16-301-015~~

Lot 118 = ~~02-16-302-010~~

Lot 119 = ~~02-16-302-011~~

Lot 120 = ~~02-16-302-012~~

Property Address:

Lot 62 = 168 Springdale Lane

Lot 78 = 200 Springdale Lane

Lot 118 = 192 Benton Lane

Lot 119 = 194 Benton Lane

Lot 120 = 196 Benton Lane,

all in Bloomingdale, Ill.

R89-149251

R89-151298

UNOFFICIAL COPY 89 DEC -1 AM 11:00

RECORDER
DU PAGE COUNTY

Planey

112261
11/07/89

2 of 3

**THIRTEENTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This THIRTEENTH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and AHMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the EXISTING Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the EXISTING Property, described as Addition XIII on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XIII in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

L-802015-08

(Land Title) SB Pence

12/14/89

✓

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and ABMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their Vice President and attested by their Asst. Secretary this 21st day of November, 1989.

HOFFMAN HOMES, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

ABMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Senior Vice President

Attest: [Signature]
Asst. Secretary

STATE OF ILLINOIS)
COUNTY OF DuPage) SS.

I, LORI A. COLEMAN, a Notary Public in and for said County, the State aforesaid, do hereby certify that Buz Hoffman personally known to me to be the Vice President and RITA J. RAJSDORF personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of November, 1989.

[Signature]
NOTARY PUBLIC



My Commission Expires: 1/7/90

STATE OF ILLINOIS)

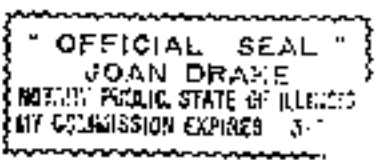
COUNTY OF DeWitt SS.

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Richard W. Davis, personally known to me to be the Vice President and Linda Johnson, personally known to me to be the Assistant Secretary of ARMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19____.

Joan Drake
NOTARY PUBLIC

My Commission Expires: _____



MAIL TO

PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: Lori Colegrove

EXHIBIT A

ADDITION XIII

Lots 69, 70, 71, 72, 73, 75, 105, 106, 107, 108 and 121 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N.

- Lot 69 = ~~XXXXXXXXXXXXXXXXXXXX~~
Lot 70 = ~~XXXXXXXXXXXXXXXXXXXX~~
Lot 71 = ~~XXXXXXXXXXXXXXXXXXXX~~
Lot 72 = ~~XXXXXXXXXXXXXXXXXXXX~~
Lot 73 = ~~XXXXXXXXXXXXXXXXXXXX~~
Lot 75 = ~~XXXXXXXXXXXXXXXXXXXX~~
Lot 105 = ~~XXXXXXXXXXXXXXXXXXXX~~
Lot 106 = ~~XXXXXXXXXXXXXXXXXXXX~~
Lot 107 = ~~XXXXXXXXXXXXXXXXXXXX~~
Lot 108 = ~~XXXXXXXXXXXXXXXXXXXX~~
Lot 121 = ~~XXXXXXXXXXXXXXXXXXXX~~

Property Addresses:

- Lot 69 = 182 Springdale Lane
Lot 70 = 184 Springdale Lane
Lot 71 = 186 Springdale Lane
Lot 72 = 188 Springdale Lane
Lot 73 = 190 Springdale Lane
Lot 75 = 194 Springdale Lane
Lot 105 = 197 Springdale Lane
Lot 106 = 195 Springdale Lane
Lot 107 = 193 Springdale Lane
Lot 108 = 191 Springdale Lane
Lot 121 = 198 Benton Lane,
Bloomington, IL

RECORDED
DU PAGE COUNTY

[Handwritten Signature]

112261
11/07/89

FOURTEENTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This THIRTEENTH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and AHMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. 888-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the EXIisting Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the EXIisting Property, described as Addition XIV on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XIV in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

1 of 2

L-802015-08

(Land Title) / s/Blaine

15/11

R89-156351

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and ARMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their Vice President and attested by their Asst. Secretary this 7th day of December, 1989.

HOFFMAN HOMES, INC.

BY: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

ARMANSON DEVELOPMENTS, INC.,
a California corporation

BY: [Signature]
Senior Vice President

Attest: [Signature]
Asst. Secretary

STATE OF ILLINOIS)

COUNTY OF DuPage) SS.

I, Lori A. Colegrove, a Notary Public in and for said County, the State aforesaid, do hereby certify that DETT HOFFMAN, personally known to me to be the Vice President and RITA J. BALSTER, personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of December, 1989.

[Signature]
NOTARY PUBLIC



My Commission Expires: 1/7/90

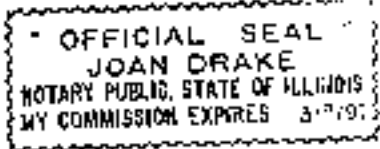
STATE OF ILLINOIS)
COUNTY OF DeWitt) SS.

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Richard Wessas, personally known to me to be the Vice President and Hester A. Heald, personally known to me to be the Assistant Secretary of ARMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of December, 1989.

Joan Drake
NOTARY PUBLIC

My Commission Expires: _____



MAIL TO

PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin

EXHIBIT AADDITION XIV

Lot 117 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N. 02-16-302-0097

Property Address: 190 Benton Lane,
Bloomington, IL

R90-020476

UNOFFICIAL COPY
90 FEB 16 AM 11:30

RECORDER
DU PAGE COUNTY

Handwritten signature

112261
01/17/90

**FIFTEENTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This FIFTEENTH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and AHMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. 888-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserved to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XV on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XV in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.
2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

282

XL-802015-08

Seize

(Land Title)

HS

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their Vice President and attested by their Asst Secretary this 12 day of February, 1990.

HOFFMAN HOMES, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst Secretary

AHMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Senior Vice President

Attest: [Signature]
Asst. Secretary

B90-020476

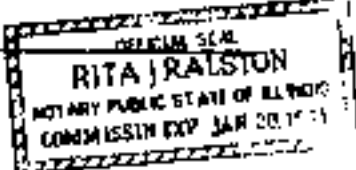
STATE OF ILLINOIS)
COURTY OF DeWitt) SS.

I, Rita Ralston, a Notary Public in and for said County, the State aforesaid, do hereby certify that William M. [Signature], personally known to me to be the Vice President and Stacy Taylor, personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12 day of February, 1990.

[Signature]
NOTARY PUBLIC

My Commission Expires:



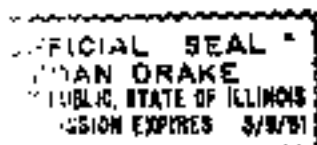
STATE OF ILLINOIS)
) SS.
 COUNTY OF DeWitt

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Richard Weasen, personally known to me to be the Vice President and Harold Anderson, personally known to me to be the Assistant Secretary of ARMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of February, 1990.

Joan Drake
 NOTARY PUBLIC

My Commission Expires: _____



MAIL TO

PREPARED BY:
 Donna L. Head
 Gould & Ratner
 222 North LaSalle Street
 Chicago, IL 60601


RETURN TO:
 Hoffman Homes, Inc.
 300 Park Boulevard
 Suite 175
 Itasca, IL 60143
 Attn: ~~Richard Weasen~~
 Emily Cesario

R9C-020476

EXHIBIT A

ADDITION IV

Lot 63 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. 888-002931, in DuPage County, Illinois.

P.I.N. 

Property Address: 170 Springdale Lane
Bloomington, IL

R99-020476

890-629051

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90 MAR -9 AM 10 45

RECORDER
DU PAGE COUNTY

J. C. Cane

117261
01/17/90

1 of 2

SIXTEENTH AMENDMENT TO
HYCKFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This SIXTEENTH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and AHMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. 888-126840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XVI on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XVI in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

✓

XL-803015-08

(Land Title) secure

[Handwritten initials]

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and ARMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their Vice President and attested by their Asst Secretary this 27 day of February, 1970.

HOFFMAN HOMES, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

ARMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Senior Vice President

Attest: [Signature]
Asst. Secretary

R90-029051

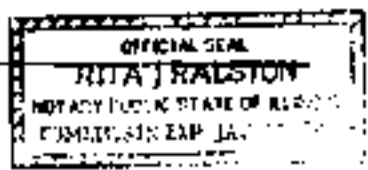
STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Rita J. Ralston, a Notary Public in and for said County, the State aforesaid, do hereby certify that William M. Hoff personally known to me to be the Vice President and Judy Taylor personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of February, 1970.

[Signature]
NOTARY PUBLIC

My Commission Expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF Aurora

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Richard W. Wray, personally known to me to be the Vice President and Robert Soderlund, personally known to me to be the Assistant Secretary of AHMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of February, 1990

Joan Drake
NOTARY PUBLIC

My Commission Expires: _____



R90-029051

PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin

EXHIBIT A

ADDITION XVI

Lots 49 and 52 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N.

Lot 49 = [REDACTED]

Lot 52 = [REDACTED]

Property Address;

Lot 49 = 156 Benton Lane

Lot 52 = 162 Benton Lane

Bloomington, IL

R98-029051

R90-029802

UNOFFICIAL COPY
30 MAR 12 PM 2:15

RECORDER
DU PAGE COUNTY

Slaney

112261
07/21/90

2083

**SEVENTEENTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This SEVENTEENTH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and ANMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-128640, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XVII on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XVII in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

✓

XL-802015-D8

Review

(Land Title)

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and ANMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their Vice President and attested by their Asst Secretary this 6th day of March , 1992 .

HOFFMAN HOMES, INC.

By: William M. Larkin
Vice President

Attest: Judy Taylor
Asst Secretary

ANMANSON DEVELOPMENTS, INC.,
a California corporation

By: Paul H. ...
Vice President

Attest: ...
Asst. Secretary

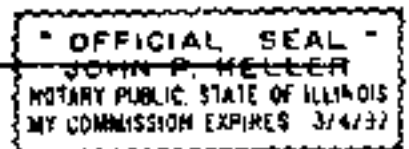
STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, John P. Keller , a Notary Public in and for said County, the State aforesaid, do hereby certify that William M. Larkin , personally known to me to be the Vice President and Judy Taylor , personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of March , 1992.

John P. Keller
NOTARY PUBLIC

My Commission Expires:



STATE OF ILLINOIS)
COUNTY OF DuPage) SS.

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Richard Werner, personally known to me to be the Vice President and Barbara Federick, personally known to me to be the Assistant Secretary of ABMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19__.

Joan Drake
NOTARY PUBLIC

My Commission Expires: _____



PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin

EXHIBIT A

ADDITION XVII

Lots 113 and 116 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 9 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N.

Lot 113 = ~~02-10-302-005~~

Lot 116 = ~~02-10-302-008~~

Property Address

Lot 113 = 182 Benton Lane.

Lot 116 = 188 Benton Lane

Bloomington, IL.

RECORDER
DU PAGE COUNTY

Planny

112261
03/26/90

EIGHTEENTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This EIGHTEENTH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and AHMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. 888-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XVIII on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XVIII in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

3 of 3

XL-802015-D8

38 Pieces

((Land Title))

✓

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their _____ President and attested by their _____ Secretary this 23 day of April, 1990.

HOFFMAN HOMES, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

AHMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Sd. Vice President

Attest: [Signature]
Asst. Secretary

STATE OF ILLINOIS)
COUNTY OF DePue) SS.

I, Judy Taylor, a Notary Public in and for said County/ the State aforesaid, do hereby certify that William M. Lamborn, personally known to me to be the Vice President and Arthur L. Edwards, personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23 day of April, 1990.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



STATE OF ILLINOIS)
COUNTY OF DuPage) SS.

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Richard Wilson personally known to me to be the Vice President and Arthur A. Baker personally known to me to be the Assistant Secretary of AHMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of April, 1990.

Joan Drake
NOTARY PUBLIC

My Commission Expires: _____



PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin

EXHIBIT AADDITION XVIII

Lots 50, 61 and 74 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N. Lot 50 = ~~XXXXXXXXXXXX~~
Lot 61 = ~~XXXXXXXXXXXX~~
Lot 74 = ~~XXXXXXXXXXXX~~

Property Addresses:

Lot 50 = 158 Benton Lane
Lot 61 = 116 Springdale Lane
Lot 74 = 192 Springdale Lane
all in Bloomingdale, Ill.

R90-079273

UNOFFICIAL COPY

RECORDER
DU PAGE COUNTY

Plamby

112261
5/30/90

**NINETEENTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This NINETEENTH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and ARMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. 88-118840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XIX on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XIX in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.
2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

✓

2 of 3

Spence

(Land Title)

XL-802015-08

153
4

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and ARMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their _____ President and attested by their _____ Secretary this 18 day of June, 1980.

HOFFMAN HOMES, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

ARMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

R90-079273

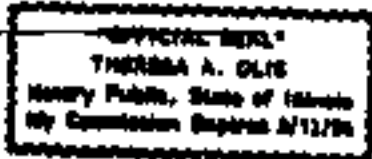
STATE OF ILLINOIS)
) SS.
COUNTY OF DeKalb)

I, Theresa Olis, a Notary Public in and for said County, the State aforesaid, do hereby certify that William M. Lamb personally known to me to be the Vice President and Tudy Taylor personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18 day of June, 1980.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



STATE OF ILLINOIS

COUNTY OF DePue

SS.

I, Joan Drake, a Notary Public in and for said County, in State aforesaid, do hereby certify that Richard W. Wines personally known to me to be the Vice President and Austin Tolsted personally known to me to be the Assistant Secretary of AHNANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of June, 1982.

Joan Drake
NOTARY PUBLIC

My Commission Expires: _____

OFFICIAL SEAL
JOAN DRAKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/9/81

R90-079273

PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin

EXHIBIT AADDITION XII

Lots 29, 32, 36, 61, 64, 69 and 108 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. 888-002931, in DuPage County, Illinois.

P.I.N.

Lot 29 = 02-16-301-064
 Lot 32 = 02-16-301-061
 Lot 36 = 02-16-301-057
 Lot 61 = 02-16-301-032
 Lot 64 = 02-16-301-029
 Lot 69 = 02-16-301-024
 Lot 108 = 02-16-302-021

Property Address:

Lot 29 = 163 Benton Lane
 Lot 32 = 157 Benton Lane
 Lot 36 = 149 Benton Lane
 Lot 61 = 166 Springdale Lane
 Lot 64 = 172 Springdale Lane
 Lot 69 = 182 Springdale Lane
 Lot 108 = 191 Springdale Lane.

Bloomington, IL

R90-079273

RECORDER
DU PAGE COUNTY

Blaney

112261
7/20/90

293

TWENTIETH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This TWENTIETH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and AHMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XX on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XX in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

XL-802015-08

SPinner

(Land Take)

Handwritten initials

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their Walter President and attested by their Asst. Secy Secretary this 12 day of August, 1990.

HOFFMAN HOMES, INC.

By: [Signature]
SR Vice President

Attest: [Signature]
Asst. Secretary

AHMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Senior Vice President

Attest: [Signature]
Asst. Secretary

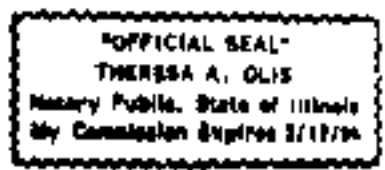
STATE OF ILLINOIS)
COUNTY OF De Kalb) SS.

I, Theresa A. Ollis, a Notary Public in and for said County, the State aforesaid, do hereby certify that William M. Longtin, personally known to me to be the Vice President and Justin Taylor, personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of August, 1990.

[Signature]
NOTARY PUBLIC

My Commission Expires: 3/12/94



R90-101427

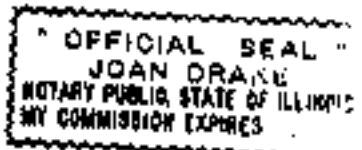
STATE OF ILLINOIS)
) SS.
COUNTY OF DeWitt

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Richard Wilson, personally known to me to be the Vice President and Harlow Anderson, personally known to me to be the Assistant Secretary of ARMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19__.

Joan Drake
NOTARY PUBLIC

My Commission Expires: 3-9-91



R90-104427

PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin

2083

112261
8/23/90

TWENTY-FIRST AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This TWENTY-FIRST AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and AHMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XXI on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XXI in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.
2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.



RECORDED
DU PAGE COUNTY
R90-124453

Blaney

90 SEP 19 PM 12:15

80-5102015-08

SG Pierce

4/12 (Land Title)

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their President and attested by their Asst. Secretary this 21 day of August, 1950.

HOFFMAN HOMES, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

AHMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

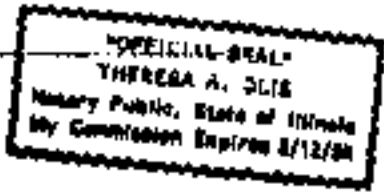
STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, Theresa A. Ollis, a Notary Public in and for said County, the State aforesaid, do hereby certify that William M. Langford, personally known to me to be the Vice President and Judy Taylor, personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of August, 1950.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



890-124459

UNOFFICIAL COPY

STATE OF ILLINOIS

SS.

COUNTY OF DuPage

I, Joan Drake, a Notary Public in and for said County the State aforesaid, do hereby certify that Richard Wilson personally known to me to be the Vice President and Harold Johnson personally known to me to be the Assistant Secretary of ARMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of August, 1990.

Joan Drake
NOTARY PUBLIC

My Commission Expires: _____



R90-124459

PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 315
Itasca, IL 60143
Attn: William Laytin

EXHIBIT A

ADDITION XXI

Lots 19 and 76 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P. I. N.

~~Lot 19 = 02-16-301-014~~

Lot 76 = 02-16-301-017

Property Addresses:

Lot 19 = 183 Benton Lane

Lot 76 = 196 Springdale Lane,
Bloomingdale, IL.

R90-124458

R90-152683

RECORDED
DU PAGE COUNTY

Blaney

112261
10/9/90

10/2

**TWENTY-SECOND AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This TWENTY-SECOND AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and ARMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. 888-126840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XXII on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XXII in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.
2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

XL-802015-08

Reference

(Land Title)

USE
4

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their W.C.C. President and attested by their W.C.C. Secretary this 17 day of October, 1940.

HOFFMAN HOMES, INC.

By: William C.C.
Vice President

Attest: [Signature]
Secretary

AHMANSON DEVELOPMENTS, INC.,
a California corporation

By: Richard Warner
Senior Vice President

Attest: [Signature]
Asst. Secretary

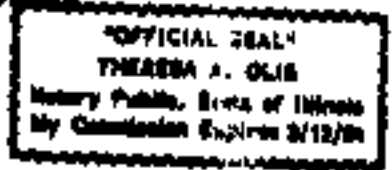
STATE OF ILLINOIS)
COUNTY OF DuPage) SS.

I, Thomas A. Olin, a Not. of Publ. and for said County, the State aforesaid, do hereby certify that William M. Laska, personally known to me to be the Vice President and Sam Taylor, personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17 day of October, 1940.

Thomas A. Olin
NOTARY PUBLIC

My Commission Expires: 7/12/44



STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage

I, Joan Drake, a Notary Public in and for
said County, the State aforesaid, do hereby certify that
Richard Wilson personally known to me to
be the Vice President and Arthur Schubert
personally known to me to be the Assistant Secretary of ARMANSON
DEVELOPMENTS, INC. and personally known to me to be the same
persons whose names are subscribed to the foregoing instrument as
such Vice President and Assistant Secretary, respectively,
appeared before me this day in person and acknowledged that they
signed and delivered the said instrument as their own free and
voluntary act and as the free and voluntary act of said
Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19 day of
October, 1992.

Joan Drake
NOTARY PUBLIC.

My Commission Expires: _____



PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
100 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin

EXHIBIT AADDITION XXII

Lots 33, 45, 47, 48, 68, 102 and 114 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. 888-002931, in DuPage County, Illinois.

P.I.N.

02-16-301-040 (Lot 33)
 02-16-301-048 (Lot 45)
 02-16-301-046 (Lot 47)
 02-16-301-045 (Lot 48)
 02-16-301-025 (Lot 68)
 02-16-302-027 (Lot 102)
 02-16-302-006 (Lot 114)

Lot 33 = 155 Benton Lane
 Lot 45 = 148 Benton Lane
 Lot 47 = 152 Benton Lane
 Lot 48 = 154 Benton Lane
 Lot 68 = 180 Springdale Lane
 Lot 102 = 203 Springdale Lane
 Lot 114 = 184 Benton Lane

all in Bloomingdale, IL

10/2

**TWENTY-THIRD AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This TWENTY-THIRD AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and ARKANSOW DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. EAS-128840, the Developer subjected certain real estate to the covenants, restrictions, assessments, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, assessments, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XXIII on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XXIII in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.
2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

LAND TITLE CO. XL-268615-113

RECORDER
DU PAGE COUNTY
R91-096363

10/18 PM 2:45

11

R91-006363

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and ARMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their _____ President and attested by their _____ Secretary this _____ day of _____.

HOFFMAN HOMES, INC.

By: [Signature]
Vice President

Attest: [Signature]
Secretary

ARMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Senior Vice President

Attest: [Signature]
Asst. Secretary

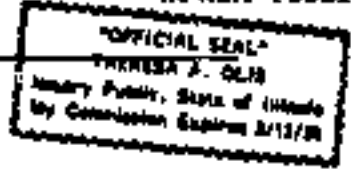
STATE OF ILLINOIS)
COUNTY OF DeKalb) ss.

I, Thomas Olin, a Notary Public in and for said County, the State aforesaid, do hereby certify that William W. Linton, personally known to me to be the Vice President and [Signature], personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23 day of October, 1941.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



R91-006363

EXHIBIT A

ADDITION XIII

Lots 20, 25, 27 and 30 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northeast Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. 888-002931, in DuPage County, Illinois.

P.I.N.

- 02-16-301-073 (20)
- 02-16-301-068 (25)
- 02-16-301-066 (27)
- 02-16-301-063 (30)

- Property Address
- (20) 181 Benson Lane
 - (25) 171 Benson Lane
 - (27) 157 Benson Lane
 - (30) 141 Benson Lane

all in DuPage County, Ill.

R91-006363

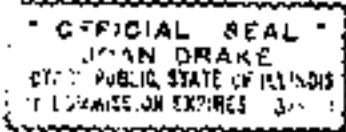
STATE OF ILLINOIS)
COUNTY OF DuPage) 88.

I, Jean Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Richard Wilson, personally known to me to be the Vice President and Arthur C. Johnson, personally known to me to be the Assistant Secretary of AHMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19__.

Jean Drake
NOTARY PUBLIC

My Commission Expires: _____



PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin



R91-021369

91 FEB 26 PM 3:00

RECORDER
DU PAGE COUNTY

**TWENTY-FOURTH AMENDMENT TO
BLOSSFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This TWENTY-FOURTH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and ANIMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XXIV on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XXIV in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

LAND TITLE CO. XL-802015-08

R9: 021369

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and ARMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their Vice President and attested by their Asst. Secretary this 18th day of January, 1971.

HOFFMAN HOMES, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

ARMANSON DEVELOPMENTS, INC.,
a California corporation

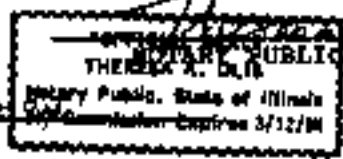
By: [Signature]
S. Vice President

Attest: [Signature]
Asst. Secretary

STATE OF ILLINOIS)
COUNTY OF DePue) SS.

I, Theresa A. Olis, a Notary Public in and for said County, the State aforesaid, do hereby certify that William M. Lattin, personally known to me to be the Vice President and Judy Taylor, personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of January, 1971.



My Commission Expires: 3-12-74

R91 021369

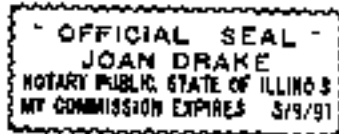
STATE OF ILLINOIS)
COUNTY OF DuPage) SS.

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Robert W. Miller personally known to me to be the Vice President and William Laytin personally known to me to be the Assistant Secretary of HEDMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of February, 1964.

Joan Drake
NOTARY PUBLIC

My commission Expires: _____



PREPARED BY:
Donna L. Read
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin

R91-021360

EXHIBIT AADDITION XLIV

Lots 18, 26, 37, 38, and 66 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N.

Lot 18	02-16-301-075	Vacant Lot
Lot 26	02-16-301-067	169 Benton Lane
Lot 37	02-16-301-056	147 Benton Lane
Lot 38	02-16-301-055	145 Benton Lane
Lot 66	02-16-301-027	176 Springfield Lane

Bloomington, IL 60108

**TWENTY-FIFTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This TWENTY-FIFTH AMENDMENT TO DECLARATION was made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and ARMSTRONG DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T H E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. 888-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XXV on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XXV in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.
2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

RECORDED
DU PAGE COUNTY

891-041899

Handwritten signature

91 FEB '91 8:11:30

(LAND TITLE CO.) 71-802015-18

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and ANDERSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their Wes President and attested by their Asst Secretary this 20 day of March, 1991.

HOFFMAN HOMES, INC.

By: Wes
Vice President

Attest: [Signature]
Asst. Secretary

ANDERSON DEVELOPMENTS, INC.,
a California corporation

X By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

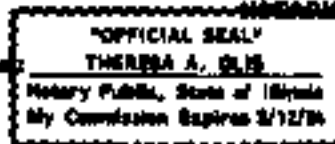
STATE OF ILLINOIS)
COUNTY OF Peoria) SS.

I, Theresa Oles, a Notary Public in and for said County, the State aforesaid, do hereby certify that William M. Taylor, personally known to me to be the Vice President and John Taylor, personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of March, 1991.

Theresa Oles
NOTARY PUBLIC

My Commission Expires:



891-041899

STATE OF ILLINOIS)
COUNTY OF DeKalb) SS.

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that Kim Bosticher personally known to me to be the ~~vice~~ President and Robert J. ... personally known to me to be the Assistant Secretary of ARMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of March, 1991.

Joan Drake
NOTARY PUBLIC

My Commission Expires: _____



PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin



R91-041899

EXHIBIT A

ADDITION KEY

Lot 28 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R86-002931, in DuPage County, Illinois.

P.I.N. 02-16-301-065

165 Benton Lane
Bloomington 60108

#91-041890

891-056900

07 MAY 15 AM 11:00

RECORDER
DU PAGE COUNTY

[Handwritten Signature]

**TWENTY-SIXTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This TWENTY-SIXTH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and AHMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XXVI on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XXVI in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

✓

LAND TITLE CO.) XL-803455-08

7/24/92

1994

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and ALMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their Wm President and attested by their Judy Taylor Secretary this 2 day of May, 1971.

HOFFMAN HOMES, INC.

By: [Signature]
Vice President

Attest: [Signature]
Secretary

ALMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Vice President
Attest: [Signature]
Asst. Secretary

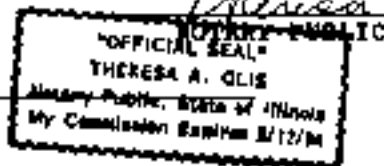
STATE OF ILLINOIS)
COUNTY OF Peoria) ss.

I, Theresa A. Glis, a Notary Public in and for said County, the State aforesaid, do hereby certify that William M. Loyola, personally known to me to be the Vice President and Judy Taylor, personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2 day of May, 1971.

Theresa A. Glis

My Commission Expires:



RECORDED

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, Joan Drake, a Notary Public in and for said County of the State aforesaid, do hereby certify that James W. Griffin, personally known to me to be the Vice President and Robert J. Jankowski, personally known to me to be the Assistant Secretary of AMMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19__.

Joan Drake
NOTARY PUBLIC

My Commission Expires: _____



RECORDED



PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin

EXHIBIT AADDITION EXHIBIT

Lots 35, 39, 40 and 67 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

P.I.N.

Lot 35	02-16-301-058	151 Benton Ln
39	02-16-301-054	143 Benton Ln
40	02-16-301-053	141 Benton Ln
67	02-16-301-026	178 Springdale Ln
all in Bloomington		all 60108

R91-155990

R91-073614

91 JUN 17 PM 2:30

RECORDER
DU PAGE COUNTY



**TWENTY-SEVENTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This TWENTY-SEVENTH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and ARMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. 888-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XXVII on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XXVII in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.
2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

✓

88-803455 JH
FIRST TITLE CO.



R91-073614

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and ARMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their Vice President and attested by their Asst Secretary this 3 day of June, 1951.

HOFFMAN HOMES, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

ARMANSON DEVELOPMENTS, INC.,
a California corporation

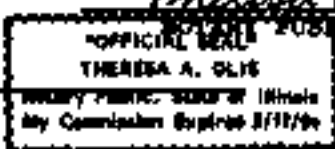
By: [Signature]
Vice President
Attest: [Signature]
Asst. Secretary

STATE OF ILLINOIS)
COUNTY OF Will) SS.

I, Theresa A. Olive, a Notary Public in and for said County, the State aforesaid, do hereby certify that [Signature], personally known to me to be the Vice President and [Signature], personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3 day of June, 1951.

Theresa A. Olive



My Commission Expires: _____

R91-073614

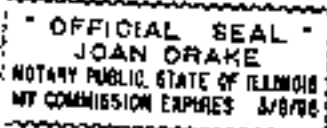
STATE OF ILLINOIS)
COUNTY OF DeKalb) ss.

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that John Griffin, personally known to me to be the Vice President and Frank [unclear], personally known to me to be the Assistant Secretary of ARMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of June, 1991.

Joan Drake
NOTARY-PUBLIC

My Commission Expires: _____



PREPARED BY:
Donna L. Mead
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin

R91-073614

EXHIBIT A
ACQUISITION LIST

Lots 34, 41, 42, 43, 44, 46 and 115 in Bloomsfield Club Unit Two, being a subdivision of parts of lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. 881-002931, in DuPage County, Illinois.

P.T.N.

34)	<u>02-16-301-059,</u>	153 Benton Ln
41)	<u>02-16-301-052,</u>	140 Benton Ln
42)	<u>02-16-301-051,</u>	142 Benton Ln
43)	<u>02-16-301-050,</u>	144 Benton Ln
44)	<u>02-16-301-049,</u>	146 Benton Ln
46)	<u>02-16-301-047,</u>	150 Benton Ln
115)	<u>02-16-302-007,</u>	186 Benton Ln

R91-090610

91 APR 19 PM 2:45

RECORDER
DU PAGE COUNTY

[Handwritten Signature]

**TWENTY-EIGHTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This TWENTY-EIGHTH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOKER, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and ANDERSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H :

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-128840, the Developer subjected certain real estate to the covenants, restrictions, assessments, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, assessments, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XXVIII on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XXVIII in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

LAND TITLE CO. (XC-803440-28)

[Handwritten Signature]

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and ANDERSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their _____ President and attested by their _____ Secretary this 10th day of July, 1991.

HOFFMAN HOMES, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

ANDERSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Vice President
Attest: [Signature]
Asst. Secretary

RP 1-890610

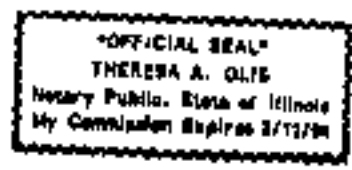
STATE OF ILLINOIS)
COUNTY OF DePue) SS.

I, Theresa Olis, a Notary Public in and for said County, the State aforesaid, do hereby certify that William M. Leach, personally known to me to be the Vice President and Judy Taylor, personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10 day of July, 1991.

Theresa Olis
NOTARY PUBLIC

My Commission Expires: _____



STATE OF ILLINOIS)
COUNTY OF DeKalb) SS.

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that John Shaffer, personally known to me to be the Vice President and Harold H. H. H., personally known to me to be the Assistant Secretary of ARMSTRONG DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of July, 1941.

Joan Drake
OFFICIAL SEAL NOTARY PUBLIC
JOAN DRAKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/1/44

My Commission Expires



PREPARED BY:
Donna L. Reed
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman House, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin

R91 220510

EXHIBIT A

ADDITION XVIII

Lots 24 and 156 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 4 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. 883-002931, in DuPage County, Illinois.

P.I.N. Lot 24

02-16-301-069 Vacant Lot 24

02-16-303-028 Vacant Lot 156

R91 0306:0

**TWENTY-NINTH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This TWENTY-NINTH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and ARMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

RECORDER
DU PAGE COUNTY

R91 - 133567

W I T N E S S E T H :

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. 886-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XXIX on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XXIX in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

[Handwritten Signature]

91 OCT -9 PM 12:00

LAND TITLE CO. XE 803 589. AS

✓

15th/4

R91-133567

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and ARMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their _____ President and attested by their _____ Secretary this 19 day of September, 1991.

HOFFMAN HOMES, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

ARMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary



STATE OF ILLINOIS)
COUNTY OF Willas) SS.

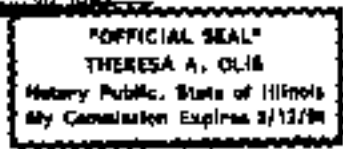
I, Theresa Olis, a Notary Public in and for said County, the State aforesaid, do hereby certify that William M. [Signature], personally known to me to be the Vice President and Judy Taylor, personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19 day of September, 1991.

[Signature]
NOTARY PUBLIC



My Commission Expires: _____



R91 133567

Madison
STATE OF ~~ILLINOIS~~)
PROVINCE) SS.
COUNTY OF ~~COOK~~)

I, *Michael P. Wachs*, a Notary Public in and for said County, the State aforesaid, do hereby certify that *John Huffer* personally known to me to be the Vice President and *Harold A. Decker* personally known to me to be the Assistant Secretary of ARMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this *19* day of *September*, 19*91*.

Michael P. Wachs
NOTARY PUBLIC



My Commission Expires: _____

MICHAEL P. WACHS
NOTARY PUBLIC, STATE OF MARYLAND
My Commission Expires May 29, 1995



PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin

R91-133567

EXHIBIT AADDITION XXIX

Lots 21, 22, 149, 150, 151, 152 and 155 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R88-002911, in DuPage County, Illinois.

P.I.N.

21	02-16-301-070	279	Benton Lane
22	02-16-301-071	297	Wendover Dr
149	02-16-303-081	302	Clubhouse Drive
150	02-16-303-082	320	Clubhouse Dr
151	02-16-303-083	318	Clubhouse Dr
152	02-16-303-084	316	Clubhouse Dr
155	02-16-303-087		VACANT

all in Bloomingdale, Ill

**THIRTIETH AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This THIRTIETH AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and ANMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. 88-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XXX on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XXX in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

(LAND TITLE CO.) XL-803455-DB

RECORDER
DU PAGE COUNTY

R92-013709

92 JAN 24 PM 2:30

W. W. W.

1/5

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and ARMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their _____ President and attested by their _____ Secretary this 10th day of October, 1991.

HOFFMAN HOMES, INC.

By: William M. Lybick
Vice President

Attest: Arthur C. Zwanke
Asst. Secretary

ARMANSON DEVELOPMENTS, INC.,
a California corporation

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

R92-12705

STATE OF ILLINOIS)
COUNTY OF DeKalb) SS.

I, Judy O. Taylor, a Notary Public in and for said County, the State aforesaid, do hereby certify that William M. Lybick, personally known to me to be the Vice President and Arthur C. Zwanke, personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10 day of October, 1991.

Judy O. Taylor
NOTARY PUBLIC

My Commission Expires: _____



STATE OF ILLINOIS)
) SS.
COUNTY OF D. Cook)

I, Joan Drake, a Notary Public in and for said County, the State aforesaid, do hereby certify that James R. Hoffman personally known to me to be the Vice President and Thomas J. Hoffman personally known to me to be the Assistant Secretary of ARMANSON DEVELOPMENTS, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of October, 1971.

Joan Drake
NOTARY PUBLIC

My Commission Expires: _____

OFFICIAL SEAL *
JOAN DRAKE
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 3/8/96

R97-10105

PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
100 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin

EXHIBIT A

ADDITION XIX

Lots 23 and 154 in Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document No. R92-002911, in DuPage County, Illinois.

P.I.N.

LOT 23 : 02 - 16 - 301 - 070
175 Benton Lane
Bloomington, IL 60108

LOT 154 : 02 - 16 - 303 - 026
224 Bloomfield Pkwy.
Bloomington, IL 60108

R92 - 13709

**THIRTY-FIRST AMENDMENT TO
BLOOMFIELD CLUB II ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This THIRTY-FIRST AMENDMENT TO DECLARATION made and entered into by HOFFMAN HOMES, INC., a Delaware corporation, formerly THE HOFFMAN GROUP, INC., and ARMANSON DEVELOPMENTS, INC., a California corporation (hereinafter and in the Declaration, collectively referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R88-128840, the Developer subjected certain real estate to the covenants, restrictions, easements, charges and liens set forth therein; and

WHEREAS, the Declaration reserves to the Developer the rights, from time to time, to subject portions of the Existing Property (as defined in the Declaration) to the covenants, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, the Developer is the record owner of and now desires to so subject a portion of the Existing Property, described as Addition XXXI on Exhibit A attached hereto, to the Declaration;

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. The real estate described as Addition XXXI in Exhibit A attached hereto is hereby annexed and made subject to the Declaration and included within the covenants, and restrictions of the Declaration, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

RECORDER
DU PAGE COUNTY

R92-005212

52 JAN -9 AM 11:15

Handwritten signature



(Hand paid 7.10.10)

80-208910-DB

1/17

R92-005212

IN WITNESS WHEREOF, HOFFMAN HOMES, INC., a Delaware corporation and AHMANSON DEVELOPMENTS, INC., a California corporation, (collectively Developer herein) have caused their names to be signed to this instrument by their _____ President and attested by their _____ Secretary this 20th day of December, 1991.

HOFFMAN HOMES, INC.

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary

AHMANSON DEVELOPMENTS, INC.,
California corporation

[Signature]
Vice President

Attest: [Signature]
Asst. Secretary

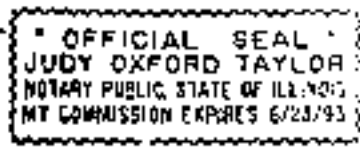
STATE OF ILLINOIS)
COUNTY OF De Kalb) SS.

I, Judy Taylor, a Notary Public in and for said County, the State aforesaid, do hereby certify that William M. Lartin, personally known to me to be the Vice President and Arthur C. Zerkow, personally known to me to be the Assistant Secretary of HOFFMAN HOMES, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of December, 1991.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



R92-005212

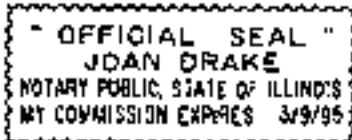
STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage

I, Joan Drake, a Notary Public in and for
said County, the State aforesaid, do hereby certify that
John Striffler personally known to me to be
the Vice President and Horst Sedelmeier
personally known to me to be the Assistant Secretary of ARMANSON
DEVELOPMENTS, INC. and personally known to me to be the same
persons whose names are subscribed to the foregoing instrument as
such Vice President and Assistant Secretary, respectively, appeared
before me this day in person and acknowledged that they signed and
delivered the said instrument as their own free and voluntary act
and as the free and voluntary act of said Corporation, for the uses
and purposes therein set forth.

Given under my hand and notarial seal this 20th day of
December, 1994.

Joan Drake
NOTARY PUBLIC

My Commission Expires: _____



PREPARED BY:
Donna L. Head
Gould & Ratner
222 North LaSalle Street
Chicago, IL 60601

RETURN TO:
Hoffman Homes, Inc.
300 Park Boulevard
Suite 515
Itasca, IL 60143
Attn: William Laytin

EXHIBIT A
ADDITION XXXI

Lots 153, 154, 155 and 156 in Bloomfield Club Unit One, being a subdivision of Lots 8 through 11, both inclusive, in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the Third Principal Meridian, recorded February 7, 1980, as Document No. R80-08728, according to the plat thereof recorded as Document No. R88-002930 in DuPage County, Illinois.

P.I.N.

LOT 153
02-16-303-025 222 Bloomfield Plaz

LOT 154
02-16-303-026 224 Bloomfield Plaz

LOT 155
02-16-303-027 226 Bloomfield Plaz

LOT 156
02-16-303-028 1128 Parkview Dr.

**AMENDMENT TO THE BY-LAWS OF BLOOMFIELD CLUB II HOMEOWNERS
ASSOCIATION**

This instrument, consisting of ____ () pages, is created for the purpose of amending the By-Laws of the Bloomfield Club II Homeowners Association (hereinafter referred to as "By-Laws"). This Amendment is adopted pursuant to the provisions of the Illinois General Not-for-Profit Corporation Act (805 ILCS 105/012.25), which provides that the By-Laws may be amended by the Board of Directors, by a majority vote. This Amendment shall become effective on _____.

PREAMBLE

WHEREAS, the Bloomfield Club II Homeowners Association Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration") was recorded with the Recorder of Deeds, DuPage County, Illinois, on November 9, 1988, as Document number R88-128840 and was amended with add-on amendments by documents R89-028101, R89-028102; R89-043276; R89-055244; R89-061725; R89-072972; R89-099239; R89-107094; R89-126951; R89-149251; R90151296; R89-156351; R90-020476; R90-029051; R90-029802; R90-053759; R90-079273; R90-101427; R90-124459; R90-152683; R91-006363; R91-021369; R91-041899; R91-056900; R91-073614; R91-090610; R91-133567; R92-005212 and R92-013709;

WHEREAS, the Declaration was additionally amended by the Thirty-Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Bloomfield Club II Homeowners Association, which was recorded with the DuPage County Recorder of Deeds on February 6, 2008 as document number R2008-019365;

WHEREAS, the initial By-Laws were created at or around the time the initial Declaration was recorded;

WHEREAS, the Board of Directors for Bloomfield Club II Homeowners Association desire to amend the By-Laws to require that all members of the Board of Directors be Owners;

WHEREAS, the Board of Directors for Bloomfield Club II Homeowners Association additionally desire to amend the By-Laws to eliminate voting by proxies for elections to the Board of Directors and instead permit Owners to vote by mail-in ballots for these elections; and

WHEREAS, the Amendment has been approved by a majority of the members of the Board of Directors present at a meeting of the Board of Directors at which a vote on this Amendment was held.

NOW THEREFORE, the By-Laws of the Bloomfield Club II Homeowners Association is hereby amended in accordance with the text that follows:

AMENDMENT

1. Article IV, Section 5, "Proxies" of the By-Laws shall be deleted in its entirety. Following adoption of this Amendment, Article IV, Section 5 of the By-Laws shall include the following provisions only:

"Section 5. Proxies.

At all meetings of Members, and except for elections of members of the Board of Directors, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically expire upon conveyance by the member of his or her Unit. No proxies shall be used for elections of members of the Board of Directors, but instead Members may vote during these elections in the manner described in Article VI, Section 2 of these By-Laws."

2. Article V, Section 1, "Number" of the By-Laws shall be amended as follows:

The phrase "who need not be members of the Association" shall be removed. In its place, the following language shall be added, "*all of whom shall be Owners*".

Such change having been made, the remaining language of this Section of the By-Laws shall remain unchanged.

3. Article VI, Section 2, "Election" of the By-Laws shall be deleted in its entirety. Following adoption of this Amendment, Article VI, Section 2 of the By-Laws shall include the following provisions only:

"Section 2. Election.

Election to the Board of Directors shall be by secret written ballot. At such election, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Members may cast their votes either in person at said meeting where the election is held or by submitting an Association issued ballot to the Association or its duly authorized agent by mail, postage prepaid, or by personal delivery prior to said meeting. Said Association issued ballots shall be mailed to each Member's last known address, as provided to the Association, or otherwise distributed by the Association to Members not less than ten (10) nor more than thirty (30) days prior to each election meeting. Ballots received by the Association after the close of voting shall not be counted. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted."

4. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration and By-Laws.

5. The language of this Amendment shall govern any conflicts between this document and the prior By-Laws and the amendments thereto.

6. Except as to the extent expressly set forth herein above, and as amended, the Declaration, Bylaws and Rules and Regulations shall continue in full force and effect without change.

END OF TEXT OF AMENDMENT

This instrument was prepared by:
KEAY & COSTELLO, P.C.
128 South County Farm Road
Wheaton, Illinois 60187

KEAY & COSTELLO, P.C.

ATTORNEYS AT LAW

128 S. COUNTY FARM ROAD
WHEATON, ILLINOIS 60187
TELE: (630) 690-6446
FAX: (630) 690-5454

1605 W. WILSON ST., SUITE 106
BATAVIA, ILLINOIS 60510
TELE: (630) 454-4270
FAX: (630) 454-4276

KEITH R. JONES
keith@keaycostello.com

PLEASE DIRECT ALL COMMUNICATIONS TO WHEATON OFFICE

May 20, 2019

Board of Directors
Bloomfield Club II Homeowners Association
c/o EPI Realty and Management, Inc.
14032 S. Kostner Ave., Suite M
Crestwood, IL 60418
Attn: Steve Elmore

MAY 22 2019

Re: Thirty-Third Amendment to Declaration

Dear Board:

Enclosed please find the recorded original Thirty-Third Amendment to the Bloomfield Club II Homeowners Association Declaration of Covenants, Conditions and Restrictions, which we had recorded in the office of the DuPage County Recorder on May 14, 2019 as document number R2019-036743. This should be kept by the Association with the Association's other corporate records.

Sincerely,



Keith R. Jones
KEAY & COSTELLO, P.C.

KRJ/k

Enclosure, as stated above



8 0 0 6 1 7 2 2
Tx:40035472

FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
05/14/2019 12:39 PM
RHSP

DOCUMENT # R2019-036743

MAY 22 2019

**THIRTY-THIRD AMENDMENT TO THE BLOOMFIELD CLUB II HOMEOWNERS
ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

This instrument is recorded for the purpose of amending the Bloomfield Club II Homeowners Association Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration"), which was recorded on November 9, 1988 as document number R88-128840 with the Recorder of Deeds of DuPage County, Illinois.

This Amendment is adopted pursuant to the provisions of Article VIII, Section 5 of said Declaration. Article VIII, Section 5 provides that this Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds, DuPage County, Illinois, following the approval of Owners of not less than sixty-seven percent (67%) of the total Units in the Association, with such approval being indicated by a vote at a meeting of the Owners and with such approval votes being attached hereto, and following the prior written approval of the Village of Bloomingdale, Illinois.

PREAMBLE

WHEREAS, the Declaration was recorded with the Recorder of Deeds, DuPage County, Illinois, on November 9, 1988, as Document number R88-128840 and was amended with add-on amendments by documents R88-132559, R88-147388, R89-024700, R89-028102; R89-043276; R89-055244; R89-061725; R89-072972; R89-099239; R89-107094; R89-126951; R89-149251; R89-151296; R89-156351; R90-020476; R90-029051; R90-029802; R90-053759; R90-079273; R90-101427; R90-124459; R90-152683; R91-006363; R91-021369; R91-041899; R91-056900; R91-073614; R91-090610; R91-133567; R92-005212 and R92-013709;

WHEREAS, the Board of Directors for Bloomfield Club II Homeowners Association and the Owners desire to amend the Declaration to clarify that each Owner is responsible for insuring

205

his or her own townhome and Unit and that the Association is not responsible for insuring the townhomes and Units;

WHEREAS, this Amendment has been approved by Owners of not less than sixty-seven percent (67%) of the total Units in the Association, with such approval being indicated by a vote at a meeting of the Owners and with such approval votes being attached hereto;

WHEREAS, this Amendment has been approved in writing by the Village of Bloomingdale, with evidence of the Village of Bloomingdale's approval attached hereto;

WHEREAS, there are no Eligible Mortgage Holders;

WHEREAS, the Association has provided notice to the Village of Bloomingdale, all Owners and all First Mortgagees of the meeting of Owners called for purposes of voting on this Amendment at least thirty (30) days prior to such meeting; and

WHEREAS, this Amendment shall take effect when it is recorded with the Office of the Recorder of Deeds of DuPage County, Illinois.

NOW THEREFORE, the Bloomfield Club II Homeowners Association Declaration of Covenants, Conditions and Restrictions is hereby amended in accordance with the text that follows:

AMENDMENT

1. Article VII "Insurance of Units", Section 1, "Maintenance of Insurance by Owner" of the Declaration shall be deleted in its entirety. In its place, the following language shall be added and shall constitute the entirety of Article VII, Section 1 of the Declaration:

"Section 1. Maintenance of Insurance by Owner

- (a) *Each Owner shall be required to procure and maintain in full force at all times insurance covering his or her townhome and Unit consisting of, or providing all the protections afforded by, the insurance now generally described in a fire and "all risk" policy for not less than the full insurable replacement value of the townhome and Unit under a policy or policies of insurance with such company or companies, and in such form, and for such premiums and periods as he or she may determine appropriate. Any such policy shall contain waivers of subrogation with respect to the Association and its directors, officers, employees and agents (including the managing agent), and occupants and shall name the Association as an additional insured on such policies.*

- (b) *Each Owner shall also be responsible for insuring the contents of his or her townhome and Unit and furnishings and personal property therein or stored elsewhere on the Existing Property, as well as his or her personal liability insurance for acts and occurrences upon his or her Unit and within his or her*

townhome, and the Association shall have no obligation whatsoever to obtain any such individual insurance coverage on behalf of the Owners.

(c) Each Owner shall deliver to the Board a certificate of insurance annually certifying that policies of insurance, as required under this Section, are in effect. No such policies shall be cancelled or materially changed except upon not less than ten (10) days' prior written notice thereof to the Board."

2. Article VII "Insurance of Units", Section 3, "Casualty Insurance for Townhomes" of the Declaration shall be deleted in its entirety and shall not be replaced.

3. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration and By-Laws.

4. The language of this Amendment shall govern any conflicts between this document and the prior By-Laws and the amendments thereto.

5. Except as to the extent expressly set forth herein above, and as amended, the Declaration, Bylaws and Rules and Regulations shall continue in full force and effect without change.

END OF TEXT OF AMENDMENT

(This instrument was prepared by, and upon recording return to:
KEAY & COSTELLO, P.C.
128 South County Farm Road
Wheaton, Illinois 60187
(630) 690-6446)

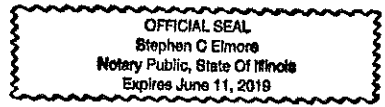
STATE OF ILLINOIS)
)ss
COUNTY OF _____)


The undersigned is the President of the Board of Directors of Bloomfield Club II Homeowners Association, established by the aforesaid Declaration, and by my signature below, do hereby certify that the foregoing Thirty-Third Amendment to the Bloomfield Club II Homeowners Association Declaration of Covenants, Conditions and Restrictions has been approved at a meeting of the Owners by Owners of not less than sixty-seven percent (67%) of the total Units in the Association, with such approval votes being attached hereto. By my signature below, I also do hereby certify that there are no Eligible Mortgage Holders of Units in the Association. By my signature below, I also do hereby certify that the Association provided notice to the Village of Bloomingdale, all Owners and all First Mortgagees of the meeting of Owners called for purposes of voting on the foregoing Thirty-Third Amendment to the Bloomfield Club II Homeowners Association Declaration of Covenants, Conditions and Restrictions at least thirty (30) days prior to such meeting.

EXECUTED this 1st day of May, 2019.

Pec Chandler
Being the President of the Board of Directors of
Bloomfield Club II Homeowners Association

I, Stephen C Elmore, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors of Bloomfield Club II Homeowners Association, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.




BY: 

FEB 19 2019

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The undersigned is the Village Administrator for the Village of Bloomingdale, Illinois and by my signature below, do hereby certify that I have reviewed the Thirty-Third Amendment to the Bloomfield Club II Homeowners Association Declaration of Covenants, Conditions and Restrictions and hereby approve same on behalf of the Village of Bloomingdale, Illinois. It is intended that this approval shall constitute the approval required from the Village of Bloomingdale, Illinois to said Amendment as required by Article VIII, Section 5 of the Bloomfield Club II Homeowners Association Declaration of Covenants, Conditions and Restrictions.

EXECUTED this 14 day of February, 2019.

Signed: 

Printed Name: Pietro Scalerà

Title: Village Administrator

I, Nora Saucedo, a Notary Public, hereby certify that on the above date, the above representative of the Village of Bloomingdale, Illinois, which representative is personally known to me, appeared before me and acknowledged that, as such representative, he/she signed this instrument as his/her free and voluntary act for the uses and purposes therein set forth.

BY: 

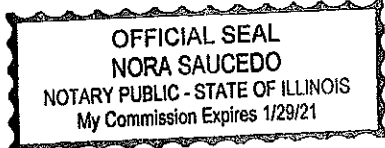


EXHIBIT "A"

Legal Description

Bloomfield Club Unit Two, being a subdivision of parts of Lots 8 and 10 in Stratford Assessment Plat No. 4, in the Northwest Quarter of Section 21, and the Southwest Quarter of Section 16, all in Township 40 North, Range 10 East of the 3rd Principal Meridian, according to the plat thereof recorded as Document No. R88-002931, in DuPage County, Illinois.

<u>Address</u>	<u>PIN#</u>	<u>Lot#</u>
141 Benton Lane	02-16-301-053	40
142 Benton Lane	02-16-301-051	42
143 Benton Lane	02-16-301-054	39
144 Benton Lane	02-16-301-050	43
145 Benton Lane	02-16-301-055	38
146 Benton Lane	02-16-301-049	44
147 Benton Lane	02-16-301-056	37
148 Benton Lane	02-16-301-048	45
149 Benton Lane	02-16-301-057	36
150 Benton Lane	02-16-301-047	46
150 Springdale Lane	02-16-301-040	53
151 Benton Lane	02-16-301-058	35
152 Benton Lane	02-16-301-046	47
152 Springdale Lane	02-16-301-039	54
153 Benton Lane	02-16-301-059	34
154 Benton Lane	02-16-301-045	48
154 Springdale Lane	02-16-301-038	55
155 Benton Lane	02-16-301-060	33
156 Benton Lane	02-16-301-044	49
156 Springdale Lane	02-16-301-037	56
157 Benton Lane	02-16-301-061	32
158 Benton Lane	02-16-301-043	50
158 Springdale Lane	02-16-301-036	57
159 Benton Lane	02-16-301-062	31
160 Benton Lane	02-16-301-042	51
160 Springdale Lane	02-16-301-035	58
161 Benton Lane	02-16-301-063	30
162 Benton Lane	02-16-301-041	52
162 Springdale Lane	02-16-301-034	59
163 Benton Lane	02-16-301-064	29
164 Springdale Lane	02-16-301-033	60
165 Benton Lane	02-16-301-065	28
165 Springdale Lane	02-16-302-004	112
166 Springdale Lane	02-16-301-032	61
167 Benton Lane	02-16-301-066	27
167 Springdale Lane	02-16-302-003	111
168 Springdale Lane	02-16-301-031	62
169 Benton Lane	02-16-301-067	26
169 Springdale Lane	02-16-302-002	110

Address	PIN#	Lot#
170 Springdale Lane	02-16-301-030	63
171 Benton Lane	02-16-301-068	25
171 Springdale Lane	02-16-302-001	109
172 Springdale Lane	02-16-301-029	64
173 Benton Lane	02-16-301-069	24
174 Springdale Lane	02-16-301-028	65
175 Benton Lane	02-16-301-070	23
176 Springdale Lane	02-16-301-027	66
177 Benton Lane	02-16-301-071	22
178 Springdale Lane	02-16-301-026	67
179 Benton Lane	02-16-301-072	21
180 Springdale Lane	02-16-301-025	68
181 Benton Lane	02-16-301-073	20
182 Benton Lane	02-16-302-005	113
182 Springdale Lane	02-16-301-024	69
183 Benton Lane	02-16-301-074	19
184 Benton Lane	02-16-301-006	114
184 Springdale Lane	02-16-301-023	70
185 Benton Lane	02-16-301-075	18
186 Benton Lane	02-16-302-007	115
186 Springdale Lane	02-16-301-022	71
187 Benton Lane	02-16-301-076	17
188 Benton Lane	02-16-301-008	116
188 Springdale Lane	02-16-301-021	72
190 Benton Lane	02-16-302-009	117
190 Springdale Lane	02-16-301-020	73
191 Springdale Lane	02-16-302-021	108
192 Benton Lane	02-16-302-010	118
192 Springdale Lane	02-16-301-019	74
193 Springdale Lane	02-16-302-022	107
194 Benton Lane	02-16-302-011	119
194 Springdale Lane	02-16-301-018	75
195 Springdale Lane	02-16-302-023	106
196 Benton Lane	02-16-302-012	120
196 Springdale Lane	02-16-301-017	76
197 Springdale Lane	02-16-302-024	105
198 Benton Lane	02-16-302-013	121
198 Springdale Lane	02-16-301-016	77
199 Springdale Lane	02-16-302-025	104
200 Benton Lane	02-16-302-014	122
200 Springdale Lane	02-16-301-015	78
201 Benton Lane	02-16-303-016	144
201 Springdale Lane	02-16-302-026	103
202 Benton Lane	02-16-302-015	123
202 Springdale Lane	02-16-301-014	79
203 Benton Lane	02-16-303-015	143
203 Springdale Lane	02-16-302-027	102
204 Benton Lane	02-16-302-016	124

Address	PIN#	Lot#
204 Springdale Lane	02-16-301-013	80
205 Benton Lane	02-16-303-014	142
205 Springdale Lane	02-16-302-028	101
206 Benton Lane	02-16-302-017	125
206 Springdale Lane	02-16-301-012	81
207 Benton Lane	02-16-303-013	141
207 Springdale Lane	02-16-302-029	100
208 Benton Lane	02-16-302-018	126
208 Springdale Lane	02-16-301-011	82
209 Benton Lane	02-16-303-012	140
209 Springdale Lane	02-16-302-030	99
210 Benton Lane	02-16-302-019	127
210 Springdale Lane	02-16-301-010	83
211 Benton Lane	02-16-303-011	139
211 Springdale Lane	02-16-302-031	98
212 Benton Lane	02-16-302-020	128
212 Springdale Lane	02-16-301-009	84
213 Benton Lane	02-16-303-010	138
213 Springdale Lane	02-16-302-032	97
214 Springdale Lane	02-16-301-008	85
215 Benton Lane	02-16-303-009	137
215 Springdale Lane	02-16-302-033	96
216 Springdale Lane	02-16-301-007	86
217 Benton Lane	02-16-303-008	136
217 Springdale Lane	02-16-302-034	95
218 Springdale Lane	02-16-301-006	87
219 Benton Lane	02-16-303-007	135
219 Springdale Lane	02-16-302-035	94
220 Springdale Lane	02-16-301-005	88
221 Benton Lane	02-16-303-006	134
221 Springdale Lane	02-16-302-036	93
222 Benton Lane	02-16-301-004	89
222 Bloomfield Parkway	02-16-303-025	153
223 Benton Lane	02-16-303-005	133
224 Benton Lane	02-16-301-003	90
224 Bloomfield Parkway	02-16-303-026	154
225 Benton Lane	02-16-303-004	132
226 Benton Lane	02-16-301-002	91
226 Bloomfield Parkway	02-16-303-027	155
227 Benton Lane	02-16-303-003	131
228 Benton Lane	02-16-301-001	92
228 Bloomfield Parkway	02-16-303-028	156
229 Benton Lane	02-16-302-002	130
231 Benton Lane	02-16-303-001	129
316 Club House Drive	02-16-303-024	152
318 Club House Drive	02-16-303-023	151
320 Club House Drive	02-16-303-022	150
322 Club House Drive	02-16-303-021	149

Address	PIN#	Lot#
323 Club House Drive	02-16-301-092	1
324 Club House Drive	02-16-303-020	148
325 Club House Drive	02-16-301-091	2
326 Club House Drive	02-16-303-019	147
327 Club House Drive	02-16-301-090	3
328 Club House Drive	02-16-303-018	146
329 Club House Drive	02-16-301-089	4
330 Club House Drive	02-16-303-017	145
331 Club House Drive	02-16-301-088	5
333 Club House Drive	02-16-301-087	6
335 Club House Drive	02-16-301-086	7
337 Club House Drive	02-16-301-085	8
339 Club House Drive	02-16-301-084	9
341 Club House Drive	02-16-301-083	10
343 Club House Drive	02-16-301-082	11
345 Club House Drive	02-16-301-081	12
347 Club House Drive	02-16-301-080	13
349 Club House Drive	02-16-301-079	14
351 Club House Drive	02-16-301-078	15
353 Club House Drive	02-16-301-077	16
140 Benton Lane	02-16-301-052	41

All in Bloomingdale, IL 60108