

Aurora Animal control
897-5095

Harbor Springs

Condominium Association

PULTE
Master Builder

Pulte Home Corporation

HARBOR SPRINGS CONDOMINIUM ASSOCIATION

You have just purchased a quality built condominium from Pulte Home Corporation and your unit is subject to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for The Coves of Harbor Springs Condominium in Aurora, Will County, Illinois and the Declaration of By-Laws for The Coves of Harbor Springs Condominium Association, an Illinois not-for-profit corporation.

A. PURPOSE OF ASSOCIATION

The Coves of Harbor Springs Property Owner's Association, is an Illinois not-for-profit corporation established under a perpetual charter. These documents provide the rules and regulations for the community for both now and in the future. Every person or entity who is a current owner of any unit is a member of the Association and entitled to one vote. These votes are cast to elect a Board of Directors which manages the affairs of the Association.

The Association is the protective body that ensures that all of your neighbors and yourself can continue to live in an environment that will meet your needs for many years to come.

The Association provides maintenance of the common areas, maintenance, repairs and replacement of the exteriors of the buildings, snow removal and lawn maintenance in The Coves of Harbor Springs as outlined in the Association budget.

B. FINANCIAL RESPONSIBILITIES OF HOMEOWNERS

The necessary funds to properly and adequately support the Coves of Harbor Springs Condominium Association are obtained from each and every homeowner. Failure to pay the assessment dues will result in the Association placing a lien on the owner's title. The assessments for the first year per unit are as follows:

Unit A	\$103 per Month
Unit B	\$87 per Month
Unit C	\$96 per Month
Unit D	\$98 per Month
Unit E	\$96 per Month

The assessment cannot be increased by more than 15% per year without affording the Association members an opportunity to object to such an increase. A capital contribution equal to the first full annual assessment is due at closing. This is a non-refundable contribution to be used and applied for start-up costs and as a working capital fund in connection with all initial operating expenses for the common areas and held for future working capital needs. This payment shall not be applied as a credit against the home owner's annual assessment. The assessment levied by the Association shall be used exclusively for promoting the health, welfare, safety and enjoyment of the members.

Failure to pay the assessment when due can, in addition to other things, subject the owner's title to a lien for non payment.

The Association shall obtain and maintain a policy or policies of comprehensive general liability insurance, directors and officers **liability** insurance and fidelity insurance as provided in the Declaration. Each individual homeowner has the responsibility to obtain insurance for personal liability and contents of their homes.

Pulte Home Corporation has provided you with copies of the Declaration of Condominium Ownership, and of Easements, Restrictions and Covenants for The Coves of Harbor Springs, and By-Laws for the Coves of Harbor Springs Condominium Association, Articles of Incorporation of the Coves of Harbor Springs Condominium Association, and a copy of the projected operating budget for the Association.

**WELCOME TO YOUR NEW HOME IN THE
COVES OF HARBOR SPRINGS**

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Mary Ann Stukel 07/25/97
Will County Recorder 11:15
TER Fee: 114.00
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Mary Ann Stukel 08/11/97
Will County Recorder 15:07
MSS Fee: 77.00
RE R 97067952 Page 1 of 66

This document is being re-recorded to add page 2 of Exhibit A.

**DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE COVES OF HARBOR SPRINGS
CONDOMINIUM IN AURORA, WILL COUNTY, ILLINOIS
AND DECLARATION OF BY-LAWS FOR
THE COVES OF HARBOR SPRINGS
CONDOMINIUM ASSOCIATION, AN
ILLINOIS NOT-FOR-PROFIT CORPORATION**

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**DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE COVES OF HARBOR SPRINGS
CONDOMINIUM IN AURORA, WILL COUNTY, ILLINOIS
AND DECLARATION OF BY-LAWS FOR
THE COVES OF HARBOR SPRINGS
CONDOMINIUM ASSOCIATION, AN
ILLINOIS NOT-FOR-PROFIT CORPORATION**

THIS DECLARATION is made and entered into by Pulte Home Corporation, a Michigan corporation (hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer holds legal title to the parcel of real estate situated in the City of **Aurora**, Will County, Illinois (hereinafter called the "Parcel") and legally described on Exhibit **A** attached hereto and by **this** reference made a part hereof; and

WHEREAS, the Developer desires and intends by **this** Declaration to submit the Property, as hereinafter defined, to the provisions of the Condominium **Property** Act of the State of Illinois, as amended from time to time, (hereinafter called the "Act"); and is further desirous of establishing, for its own benefit and ~~that~~ of all future owners or occupants of the **Property**, and each part thereof, certain easements and **rights in**, over and **upon** the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the name of the Condominium shall be "The Coves of ~~Harbor~~ Springs"; and

WHEREAS, the Developer desires and intends ~~that~~ the several owners, ~~mortgagees~~, occupants, and other ~~persons~~ acquiring any interest in the **Property** shall at all times enjoy the benefits of, and ~~shall~~ at all times hold ~~their~~ interests subject to, the **rights**, easements, privileges, and restrictions hereinafter set forth, all of which ~~are~~ declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of such **Property** and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the **Property**.

NOW, THEREFORE, the Developer, as the legal title holder of the Parcel, and for the purposes above set forth, **DECLARES AS FOLLOWS:**

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ARTICLE I.**DEFINITIONS**

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

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

1.02 **Additional Parcel.** Any part of the Future Development Parcel actually submitted to the Act pursuant to the provisions of Article X below.

1.03 **Association.** The Coves of Harbor Springs Condominium Association, an Illinois not-for-profit corporation.

1.04 **Board.** The parties determined pursuant to the **terms** hereof, and who are vested with the authority and responsibility of administering the Property.

1.05 **Building.** The buildings located on the Parcel, forming a ~~part~~ of the Property and containing the Units, **as shown** by the surveys depicting the respective ~~floors~~ of said Building.

1.06 **By-Laws.** The provisions for the administration of the Property including, but not limited to, assessment, maintenance, ~~use~~, occupancy, sale, leasing and alienation, **all as** hereinafter set forth, or **as** the same may be from time to time duly amended. Articles XII, XIII, XIV, XV and XVI hereof shall constitute the By-Law of the Association.

1.07 **Common Driveways.** The portion of the Property connecting any of the public streets within the Property to the Private Driveways (**as** defined herein), which driveways shall be Common Elements.

1.08 **Common Elements.** All portions of the Property except the **Units**, more specifically described in Section **3.01** hereof.

1.09 **Common Expenses.** The proposed or actual expenses ~~affecting the Property~~, including reserves, if any, lawfully assessed by the **Board**, including, without limitation, the expenses of maintenance, repair, administration **and** operation of the Common Elements and such off-site improvements to the extent contemplated **herein**.

1.10 **Declaration.** ~~This~~ instrument by which the Property is submitted to the provisions of the Act, including such amendments, if any, to ~~this~~ instrument **as** may ~~from time to time~~ be adopted pursuant to the terms hereof.

1.11 **Developer.** Pulte Home ~~Corporation~~, a Michigan corporation authorized to do business in Illinois, its successors **and** assigns.

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1.12 **Entryways**. Such portions of the Property as Developer may determine, on which Developer has constructed, or may construct, a sign or monument identifying the development and the adjacent development, which signs or monuments shall be Common Elements.

1.13 **Future Development Parcel**. The parcel and tract of real estate described on Exhibit C attached hereto and made a part hereof. The Developer hereafter may develop and improve the Future Development Parcel with multi-family structures or otherwise, pursuant to the provisions of Article X below.

1.14 **Harbor Springs POA**. The Harbor Springs Property Owners Association, an Illinois not-for-profit corporation.

1.15 **Limited Common Elements**. A portion of the Common Elements so designated in this Declaration, on the Plat, as hereinafter defined, or on another recorded instrument executed by Developer, as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which by the terms of this Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the owner or owners thereof shall be deemed a Limited Common Element.

1.16 **Majority of the Unit Owners**. Those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

1.17 **Occupant**. Person or persons, other than a Unit Owner, in possession of a Unit.

1.18 **Parcel**. The entire tract of real estate above described, submitted to the provisions of the Act and any Additional Parcel, as hereinafter defined, submitted to the Act pursuant to the provisions of Article X below.

1.19 **Parking Area**. Each portion of the Common Elements designated or shown as a Parking Area on the Plat or as shown in such other instruments that may be executed and recorded by Developer.

1.20 **Parking Space**. A part of the Parking Area intended for the parking of a single motor vehicle.

1.21 **Pedestrian Pathways**. Those asphalt pathways installed by Developer on any portion of the Common Elements, designed to accommodate pedestrian traffic within the Property, over, upon, and across Common Elements, which pathways shall be Common Elements.

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1.22 **Person.** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.23 **Plat.** The plats of survey of the Parcel and all of the Units in the Property submitted to the provisions of the Act, said Plat being attached hereto as Exhibit A and made a part hereof and recorded with the recording of this Declaration.

1.24 **Pond and Park Area.** That portion of the Property which is improved with a retention pond and park area, which area shall be a Common Element.

1.25 Intentionally Deleted.

1.26 **Property.** All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, as hereinafter defined. submitted to the provisions of the Act. Property shall include such portions of the Future Development Parcel, as hereinafter defined, as may from time to time be improved by Developer and submitted to the provisions of the Act in accordance with the provisions hereof, but only upon such submission.

1.27 **Unit.** A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling, or such other uses permitted by this Declaration, and more specifically described hereafter in Article II.

1.28 **Unit Owner.** The person or persons, whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

1.29 **Unit Ownership.** A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

1.30 **Voting Member.** One person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners.

ARTICLE II.

UNITS

2.01 Description and Ownership.

(a) **All Units** are delineated on the Plat and listed on Exhibit B and shall have lawful access to a public way over Common Elements.

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(b) Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit A including, without limitation, the garage unit for each such Unit, pipes, ducts, flues, chutes, conduits, wires, and other utility, heating, cooling or ventilation systems or equipment to the extent and only to the extent serving only such Unit; and (anything herein to the contrary notwithstanding) excluding all structural components of the Building, the term "structural components" includes structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through the Unit and forming a part of any system serving more than the Unit, or any components of communication or master antenna systems, if any, located in the Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit A. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit A, and every such description shall be deemed good and sufficient for all purposes.

(c) Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit A.

(d) To the extent such data is available to the Developer at the time this Declaration is filed, the Plat sets forth the measurements, elevations, locations and other data, as required by the Act, With respect to (i) the Parcel and its exterior boundaries; (ii) every Building and each floor thereof; and (iii) each Unit in every Building and said Unit's horizontal and vertical dimensions. However, the Developer hereby reserves unto itself, the right, from time to time, as further data becomes available, to amend the Plat so as to set forth the measurements, elevations, locations and other data required by the Act, with respect to the Buildings and the Units now or hereafter constructed on the Parcel including any Additional Parcel submitted to the Act pursuant to the provisions of Article X below.

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Developer and its agents, and each of them singly, as attorney-in-fact, to amend the Plat, as described above, without notice to any Unit Owner. Each deed, mortgage or other instrument with respect to a Unit, and the acceptance thereof, shall be deemed a grant of such power to each of said attorneys-in-fact, and acknowledgment of and consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to amend the Plat, as described above.

2.02 Certain Structures not Constituting Part of a Unit. Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through his Unit and forming a part of any system serving more than his

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Unit, or any components of communication systems, if any, located in his Unit, whether or not any such items shall be located in the ~~floors~~, ceilings or perimeter or interior walls of the Unit.

ARTICLE III.

COMMON ELEMENTS

3.01 **Description.** The Common Elements shall consist of all portions of the Property, except the Units, and including the Limited Common Elements, unless otherwise expressly specified herein. The Common Elements include, without limitation, any of the following items located at the Property: the Common Driveways, the Entryways, the Parking Area, the Pedestrian Pathways, the Pond and Park Areas, the land (including the landscaping), foundations, walls, entrances and exits, hallways, mail boxes, roof, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building, outside walks and driveways, and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

3.02 **Ownership of Common Elements.** Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, **as** set forth in Exhibit B attached hereto. The percentages of ownership interests set forth in Exhibit B have been computed and determined in accordance **with** the Act, and shall remain constant and shall not be changed, except **as** specifically permitted under the Act or Article X of the Declaration, without **unanimous** written consent of all Unit Owners and fifty-one percent (**51%**) of the mortgagees having bona fide liens of record against any of the Unit Ownerships. Said ownership interest in the **Common** Elements shall be an undivided interest, and the Common Elements **shall** be owned by the Unit Owners **as** tenants in common **in** accordance with their respective percentages of ownership. The ownership of each Unit **shall** not be conveyed separate from the percentage of ownership in the Common Elements **corresponding** to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that **Unit**, even **though** the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

3.03 **Limited Common Elements.** The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit or adjoining Units **as** an inseparable appurtenance thereto, **as** designated **as** such in **this** Declaration or any amendment thereto, **in** the Plat, or in any recorded instrument executed by Developer, or which by the nature or location thereof, or by the **terms** of this Declaration, **are** clearly intended to be reserved for or for the use of one or more Units to the exclusion of other Units. The Limited Common Elements

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appertaining to, or designated or reserved for or for the use of, or serving any Unit (alone or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the following: (a) the perimeter walls, ceilings and floors which define the boundary planes of a Unit; (b) perimeter doors (including garage doors) and their component parts and windows and their component parts which serve exclusively a single Unit; (c) any system or component part thereof (including, without limitation, the furnaces, boilers, fittings, housings, ducts, flues, shafts, electrical wiring, conduits and the areas or rooms containing them) which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit; (d) the deck located on the exterior of a Unit.

3.04 Use of Limited Common Elements. Each Unit Owner and Occupant shall have the right to (a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner or Occupant, which right shall be appurtenant to and shall run with title to such Unit, and shall not be separated from such Unit, and (b) the use and possession of the Limited Common Elements serving the Unit of such Unit Owner or Occupant in common with one or more (but not all) other Units, which use and possession shall be to the exclusion of all other persons except the Unit Owner and Occupant of any such other Unit to which such Limited Common Elements shall respectively appertain. The use of Limited Common Elements may be transferred between Unit Owners at their expense in accordance with the Act.

3.05 Use of the Common Elements.

(a) **General.** Subject to the provisions of this Declaration, each Unit Owner shall have the nonexclusive right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases or licenses made by or assigned to the Board) in common with the other Unit Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by such Unit Owner, and such other incidental uses as are permitted by this Declaration. Each Unit Owner shall have the right to the use and possession of the Limited Common Elements serving his Unit, in common with other Unit Owners, if any, having like right thereto pursuant to this sentence and with all other parties to whom such rights extend pursuant to Section 3.05(b) of this Declaration, and to the exclusion of all other parties. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and be governed by the provisions of the Act, this Declaration, and rules and regulations of the Association.

(b) **Guest Privileges.** The aforescribed rights shall extend to the Unit Owner and the members of the immediate family and authorized occupants, tenants, guests, visitors, agents, servants, invitees, customers and licensees of the Unit Owner, subject to reasonable rules and regulations with respect thereto.

(c) **Disclaimer of Bailee Liability.** Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, any Unit Owner, nor the

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Developer shall be considered a bailee of any personal property stored in the Common Elements and ~~shall~~ not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

3.06 Parking Area. The Parking Area is a part of the Common Elements, and includes all Parking Spaces.

ARTICLE IV.

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.01 Submission of Property to the Act. The Property is hereby submitted to the provisions of the Act.

4.02 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest ~~so~~ omitted even though the latter is not expressly mentioned or described therein.

4.03 Easements.

(a) **Encroachments.** In the event that (i) by reason of the construction, repair, settlement or shifting of the Building, any ~~part~~ of the Common Elements encroaches or shall hereafter encroach upon any ~~part~~ of any Unit, or any ~~part~~ of any Unit encroaches or shall hereafter encroach upon any ~~part~~ of the Common Elements, or any other Unit; or (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Elements for any reasonable ~~use~~ appurtenant to said Unit, which Will not unreasonably interfere with the use or enjoyment of the Common Elements by ~~any other~~ Unit Owner; or (iii) by ~~reason~~ of the design or construction of utility and ventilation systems, any ~~mains~~, pipes, ducts or conduits serving more ~~than~~ one Unit encroach or shall hereafter encroach upon any ~~part~~ of any Unit; then in any such ~~case~~, valid easements for maintenance of such encroachment and for such ~~use~~ of the Common Elements ~~are~~ hereby established and shall exist for the benefit of such ~~Unit~~, or the Common Elements, ~~as~~ the case ~~may~~ be, ~~so~~ long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or ~~use~~ is detrimental to or interferes with the reasonable use and enjoyment of the ~~Property~~ by any other Unit Owner or ~~has~~ been ~~created~~ by the Unit Owner or his agent through intentional, willful or negligent conduct.

(b) . Easements for Utilities. Ameritech, Commonwealth Edison Company, Northern Illinois Gas Company, City of Aurora and all other suppliers of utilities serving the Property and any person providing cable television to **any** Unit Owners or to the Property, are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along **and** on **any** portion of **the** Common Elements for the purpose of providing the Property, any Additional Parcel or the Future Development Parcel with utility and commercial entertainment services, together with the reasonable right of ingress to and egress from the Property for **said** purpose; and the Developer, Board or Association may hereafter grant other or additional easements for utility purposes and for other purposes including such easements **as** the Developer may from time to time request including, but not limited to, such easements **as** may be required to construct, keep and maintain improvements upon the Common Elements, for the benefit of the Property, over, under, along and on any portion of **said** Common Elements, and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of **such** Unit Owner, such instruments **as** may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference **with**, the use of **his** Unit or any Limited Common Element serving his Unit, other than reasonably and temporarily). Easements are also hereby declared and granted for drainage and to install, lay, construct, operate, maintain, renew, repair and replace any swales, ditches, pipes, wires, ducts, conduits, public utility lines, commercial entertainment lines, components of the communications systems, if any, or structural components, which may run through the walls of a Unit and which constitute **or** will constitute Common Elements, whether or not such walls lie in whole or in part within the Unit boundaries. Furthermore, easements are hereby granted to the suppliers of water to the Units to maintain and repair the meter located in a Unit, together with the reasonable right of ingress to and egress from the Unit for **said** purpose. Notwithstanding the foregoing, it is contemplated that one water meter may serve more than one Unit.

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The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes for the benefit of the Property or any **part of all** of **any** Additional Parcel or the Future Development Parcel, over, under, along and on any portion of **said** Common Elements, **and** each Unit Owner and each mortgagee of a Unit hereby **grants** the **Board** an irrevocable power of attorney coupled **with** an interest to execute, acknowledge and record in the name of such Unit Owner, such instruments **as** may **be** necessary or appropriate to effectuate the foregoing.

The Developer hereby reserves to itself and the Association, and their respective successors and assigns, the right, without notice to, or the consent of, any Unit Owner or mortgagee of a Unit: (i) **to** record a supplement to the Plat showing the location of any or all of such utility or commercial entertainment conduits, cables, pipes, wires, **mains**, electrical wiring, swales, ditches, transformers and switching apparatus and other equipment **"as built"** and (ii) to record, **from** time to time, additional supplements, showing additions, modifications and deletions to any or all of such conduits, cables,

pipes, wires, mains, electrical wiring, swales, ditches, transformers and switching apparatus and other equipment. A power coupled with an interest is hereby granted to the Developer and the Association, acting by and through their respective duly authorized officers, their respective successors, assigns, agents and designees, and each of them singly without the other's concurrence, ~~as~~ attorney-in-fact to do or cause the foregoing to be done. The acceptance of each deed, mortgage, ~~trust~~ deed or other instrument with respect to ~~a~~ Unit shall be deemed a grant of such power to each said attorney-in-fact, an acknowledgment of a consent to such power; and shall be deemed to reserve to each of said attorneys-in-fact the power to record any and all such supplements.

(c) Blanket Easement in Favor of Developer and Other Parties and Other Easements. The right of the Unit Owners to use and possess the Common Elements as set forth herein shall be subject to a blanket easement over the Common Elements (including those now or hereafter located on any Additional Parcel) in favor of the Developer, and its respective representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns, for the purpose of (i) access and ingress to and egress from the Common Elements and the Future Development Parcel or any part thereof; (ii) construction, installation, repair, replacement and restoration of utilities, roads, buildings, landscaping and any other improvements on the Parcel or the Future Development Parcel or any part thereof; (iii) tapping into and using sewer, water or other utility lines on or adjacent to the Parcel or the Future Development Parcel, (iv) the installation and maintenance of signs advertising the residences constructed or to be constructed on the Parcel and the Future Development Parcel or any part thereof, and signs directing potential purchasers to the sales office and models erected in connection with such residences; and (v) any other development of the Future Development Parcel or any part thereof. The foregoing easements shall be deemed and taken to be covenants running with the land.

(d) Blanket Easement in Favor of Harbor Springs POA. The Harbor Springs POA is hereby granted an easement of access into, ~~over~~, under, along and on any portion of the Common Elements to and from the Special Service Area (as defined herein) to enable the Harbor Springs POA to exercise its various rights, duties and obligations under the terms of the Harbor Springs Declaration of Covenants, Conditions and Restrictions. Each Unit Owner hereby ~~grants~~ the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with, the use of his Unit or any Limited Common Element serving his Unit, other than reasonably and temporarily).

(e) Easements to Run with Land. All easements and rights described herein are easements appurtenant running with the land, and so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having an interest in the Property, or any

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part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in **any** other part of **this** Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such Unit Ownerships **as** fully and completely **as** though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V.

COMMON EXPENSES, MORTGAGES AND

5.01 Common Expenses. Each Unit Owner shall pay his proportionate **share** of the Common Expenses. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio **as** his percentage of ownership interest in the Common Elements. Payment thereof shall be in such amounts and at such times **as** determined in the manner provided in the Bylaws. If any Unit Owner shall **fail** or **refuse** to make any such payment of the Common Expenses when due, the amount thereof shall constitute **a** lien on the Unit Ownership of such Unit Owner **as** provided in Article **XVI** hereof

5.02 Separate Mortgage. Each Unit Owner shall have the right, subject to the provisions of this Declaration, to make a separate mortgage or encumbrance on such Unit Owner's Unit Ownership. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or **any** part thereof other **than** such Unit Owner's Unit Ownership.

5.03 Real Estate Taxes. It is understood that **real** estate taxes **are** to be separately taxed to each Unit Owner for each Unit Ownership owned by such Unit Owner; provided, however until such time **as** separate **real** estate **tax** bills are issued **with** respect to each **Unit**, the real estate taxes imposed on the Property shall be included in the Common Expenses **assessed** pursuant to **this** Declaration.

ARTICLE VI.

INSURANCE

6.01 Insurance.

(a) The Association shall acquire and pay for out of the Annual Budget herein provided for, the following:

(i) Such insurance **as** the Association is required **to obtain** under the provisions of **the** Act and **such other insurance as the** Association deems advisable in the operation, **and** for the protection, of the Common Elements **and** the **Units**, including but not limited to insurance against loss or damage by fire and such

other hazards **as** are covered under standard extended coverage provision. The Association shall also comply with the insurance requirements of the Federal Home **Loan** Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the **U.S.** Department of Housing and Urban Development ("HUD"), the Federal Housing Authority ("FHA") or the Veteran's Administration ("VA") to the extent that: (y) such agency is a mortgagee, assignee of a mortgagee, or **an** insurer or guarantor of a first mortgage **with** respect to any Unit **and** the Association is **so** notified thereof; and (z) such agency's requirements do not conflict with those contained in the Act. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration **and** the Act.

The Association may engage the services of **any bank** or trust company authorized to do business in Illinois to act **as** trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting **from** any loss, upon such terms **as** the Association shall determine consistent **with** the provisions of **this** Declaration. In the event of any loss resulting in the destruction of the major portion of one or more **Units** occurring after the first **annual** meeting of the Unit Owners is held pursuant to the provisions of the By-Laws, the Association **shall** engage a corporate trustee **as** aforesaid upon the written demand of the mortgagee or owner of any Unit **so** destroyed. The fees of such corporate trustee shall be Common Expenses.

Each Unit Owner, other than the Developer, shall notify the Association in writing of any additions, alterations or improvements to his Unit and he **shall** be responsible for any deficiency in any insurance loss recovery resulting **from** his failure so to notify the Association. The Association shall use its reasonable efforts to obtain insurance on any such additions, alterations or improvements if such Unit Owner requests it **to do so** and if such Unit Owner shall make **arrangements** satisfactory **to** the Association **to** reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such **additions**, alterations or improvements, the Association shall not be obligated **to** apply any insurance proceeds to restore the **affected** Unit to a condition better **than** the condition existing prior **to the** making of **such** additions, alterations or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each Unit **and** shall provide **that** such policies shall not be terminated, cancelled or substantially modified without at least **thirty** (30) days' prior written notice to the mortgagee of each Unit.

(ii) Comprehensive public liability and property damage insurance **in** such limits **as** the Association shall deem desirable provided that such limit shall not **be** less than \$1,000,000.00 per occurrence, for personal injury **and/or** property damage, **insuring** the Association, the members of the Board, the **managing** agent, if any, and their **respective** agents and employees, and the Unit Owners **from** any

liability in connection with the Property. Such policy shall provide that the insurance coverage shall not be cancelled or substantially modified without at least thirty (30) days' written notice to the Association.

(iii) Fiduciary insurance coverage to protect against dishonest acts on the part of all officers, employees or other persons who either handle or **are** responsible for funds held or administered by the Association, if such insurance is mandated by law or if the **Association** shall elect to effect it. Such insurance coverage shall name the Association **as** an insured or obligee and shall be in **an** amount at least equal to the maximum amount of funds that will be in the custody of the Association plus Reserves.

(iv) In the event FHLMC, FNMA, HUD, FHA or VA is a mortgagee, an assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is **so** notified, a fidelity bond or bonds (or insurance coverage if acceptable to such of **FHLMC, FNMA, HUD, FHA** or VA **as** are then a mortgagee or an assignee of a mortgagee or an insurer or guarantor) to protect against dishonest acts on the **part** of the officers, directors, trustees and employees of the Association and all others who handle, or are responsible for handling funds of the Association. Such bond or bonds shall name the Association **as** an obligee and shall be in **an** amount at least equal to **150%** of the estimated annual Common Expenses including Reserves, unless a higher amount is required by the **FHLMC, FNMA, HUD, FHA** or VA, in which case the bond or bonds shall be in the higher amount. Such bond or bonds shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee."

(v) Such other **forms** of insurance **as** the Association shall elect to effect, including such Workmen's Compensation insurance **as** may be necessary to comply with applicable laws.

(b) Except **as** otherwise provided in **this** Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which the Association deems advisable in **connection with** any insurance, shall be Common Expenses.

(c) The Association **shall** secure insurance policies that will provide for the following:

(i) with respect to the insurance provided for in (a)(ii) of **this** paragraph, for coverage of cross liability claims of one insured against another and to preclude the **insurer's** denial of a Unit Owner's claim because of negligent acts of the Association or of other **Unit Owners**; and

(ii) a waiver of any rights to subrogation by the insuring company against **any** named insured.

(d) The Association may, but shall not be required to, secure policies providing:

(i) with respect to the insurance provided for in **(a)(i)** of **this** paragraph, that the policy cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners; and

(ii) with respect to the insurance provided for in **(a)(i)** of **this** paragraph, that the insurer shall not have the option to restore the Property, if the Property is sold or removed from the provisions of the Act.

(e) Each Unit Owner shall be responsible for insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner which **are** contained in **a** Unit and not a part of the Unit, and not insured pursuant to the terms hereof, and insurance for his personal liability to the extent not covered by insurance maintained by the Association.

(f) Upon the cancellation of any policy of insurance which the Association is required to **obtain** hereunder, the Association shall notify each party insured thereunder of such cancellation.

(g) In the event of **fire** or other disaster, the insurance proceeds, if sufficient to reconstruct the Building and to the extent not inconsistent with the terms of the Act, shall be applied **to** restore the Building to substantially the **same** condition in which it existed prior to the fire or other disaster, with each Unit and Common Elements to have the Same vertical and horizontal boundaries **as** before the first or other disaster.

(h) If, in the event of **fire** or other disaster, the insurance proceeds **are** insufficient to **restore** the Building **as** set forth in the preceding subparagraph then:

(i) The **Board** shall call a meeting of Unit Owners to be held not later than the **first** to **occur** of (i) the **expiration** of thirty (30) days after the **final** adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the **first** or other disaster which caused the damage.

(ii) At such meeting, the **Board** shall present **an** estimate of the **cost** of repair or reconstruction, together with an estimate of the **part** thereof which **must** be raised by way of special assessment.

(iii) The Building **shall** be restored and the proposed special **assessment** **shall** be levied **only** upon the vote of **75%** of the Unit **Owners**.

(iv) If the Unit Owners do not vote to restore the Building at the meeting provided for in (i) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. If the Unit Owners do not vote to restore the Building within one hundred eighty (180) days after the fire or other disaster, then the Board may (but shall not be required to) record a notice **as** permitted under the Act.

(v) If the Unit Owners do not vote to restore the Building under the provisions of the immediately preceding subparagraph and the Board does not record a notice **as** permitted under the Act, then the Unit Owners may, upon the affirmative vote of all of the Unit Owners voting at a meeting duly called for that purpose and with the consent of sixty-seven percent (67%) of First Mortgagees, authorize the President or Vice President and the Secretary or Assistant Secretary to execute and record an amendment to this Declaration for the purpose of withdrawing any portion of the Building **so** affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit **shall** be reallocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. If only a portion of **a** Unit **is** withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution of the market value of the Unit, **as** determined by the Board. The allocation of any insurance, or other proceeds to any withdrawing or remaining Unit Owners shall be on **an** equitable basis, which need not be a Unit's percentage of interest in the Common Elements.

Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage **of** interest in the Common Elements. **Any** such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled **to** their use. Upon the withdrawal of any Unit or portion thereof, assessments attributable **to** the period **after** such withdrawal **shall** no longer be required for such withdrawn Unit or shall be equitably reduced to reflect such withdrawn portion.

ARTICLE VII.

ADMINISTRATION

7.01 **Association.** The Association **has** been formed prior to the recording hereof **as** a not-for-profit corporation under the General Not-for-Profit Corporation Act of the State of Illinois and for the purposes and having the powers prescribed in the Act, and having the name (or a name similar thereto) The Coves of Harbor Springs Condominium Association and shall be the governing law for all **of** the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board shall be deemed to be the **"Board of**

Managers" for the Unit Owners referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a member of the Association **so long as** he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon the transfer of his ownership interest the transferee thereof shall likewise succeed to such membership in the Association. The Association shall have one class of membership.

7.02 Administration of Property. The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to **as** the "Board") which shall consist of six (6) persons who shall be elected in the manner hereinafter set forth; provided, however, that, irrespective of anything else contained in **this** Declaration, for a period commencing on the date **this** Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of Voting Members, the Developer shall have the right to designate and select up to a maximum of six (6) persons who shall serve **as** members of the Board or to exercise the powers of the **Board as** provided in the Act. Except for directors so designated by the Developer, each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, or other legal entity, or beneficiary of such **trust, shall** be eligible to serve **as** a member of the Board. If a director fails to meet such qualifications during his term, he shall thereupon cease to be a director, and his place on the Board **shall** be deemed vacant.

7.03 Duties and Powers of the Association. The duties and powers of the Association and the Board shall be those set forth in the Articles of Incorporation of the Association and **this** Declaration (including the By-laws); provided, however, the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand and this Declaration, the By-laws and such Articles of Incorporation, **on** the other hand.

7.04 Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation of application of **this** Declaration or the By-laws, the determination thereof by the Board **shall** be final and binding on each and all of such Unit Owners.

ARTICLE VIII.

MAINTENANCE, ALTERATIONS AND DECORATING

8.01 Maintenance, Repairs and Replacements.

(a) The Association, at its expense, shall be responsible for the maintenance, repair, and replacement of those portions, if **any**, of each Unit which contribute to the support of the Building excluding, however, **all** items constituting Limited **Common** Elements. In addition, the Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, **shafts** and other facilities for the **furnishing** of utility services

which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, ~~as~~ specified in Section 2.02 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under paragraph (b) below, or any other provision of this Declaration. Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Association acting by and ~~through~~ the Board as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association. The Association, at its sole cost and expense, shall be responsible for the snow plowing, to the degree it deems reasonable, of the Parking Areas, Common Elements and the Common Driveways and facilities thereon, including the ~~area~~ around cluster mailboxes. The Association may, in its sole discretion, perform snow plowing to Private Driveways, service walks and front stoops. Moreover, the Association shall be responsible for maintaining each light fixture attached to the exterior of the front of each Unit (excluding the replacement of bulbs), provided however, it shall be the responsibility of the individual Unit Owner to provide, at its sole cost and expense, the necessary electricity. Also, the Association shall be responsible for maintaining (and, if necessary, replacing) all decorative lighting and trellises located within the Common Elements, but only to the extent such items would not constitute Limited Common Elements. In addition to the foregoing, the Association shall be responsible for maintaining all sump pumps and pits located in the basements of the Units and to provide electricity therefor. If the electricity for any sump pump is not separately metered but is included in the electricity provided to a Unit, the Association shall reimburse the Owner of the Unit for the estimated cost of the electricity utilized by the sump pump. Each Unit Owner of a Unit in which a sump pump and pit are located shall not take any actions that would in any way interfere with the proper operation and maintenance of the sump pump and pit. In addition, each Unit Owner of a Unit in which a sump pump and pit ~~are~~ located shall allow the Association periodic access for it to monitor the operation of the sump pump and pit and shall notify the Association when he observes any operating deficiencies of the sump pump in his Unit.

If the Association shall default in any of its obligations described above in ~~this~~ Section 8.0 1(a) and if such default shall continue for ten (10) days after notice thereof in writing to the Board (except in the event of ~~an~~ emergency in which no notice shall be required), then and ~~in~~ such event, the City of Aurora ("City") shall have the right (but not the obligation) to enter upon the Common Elements and remedy the same or cause the same to be done. The Association shall, upon demand, reimburse the City for the reasonable cost of such work and if payment is not made within thirty days after demand, then, with respect to each Unit Ownership, the amount due multiplied by the percentage of ownership in the Common Elements shall become a lien on the Unit Ownership. Each such lien shall be subordinated to the lien of the ~~first~~ mortgage on the Unit Ownership, but shall be superior to the Association's assessment lien with respect to the Unit Ownership for assessments which become due ~~after~~ the date on which the City's lien attaches to the Unit Ownership. At the request of the City, the Association ~~shall~~ levy a special assessment for the payment of any such ~~amounts~~ which become due to the City and the City shall have the right to seek an injunction ~~causing~~ the Association to make such a

special assessment or, in the alternative, to record an appropriate notice of lien against all of the Unit Ownerships and to foreclose any such lien **as** provided for or permitted under applicable law. **This** Section 8.01(a) shall be deemed a covenant running with the land and shall not be amended or deleted without the prior written consent of the City. The City has heretofore established Special Service Area Number 39 to provide certain special municipal improvements to certain areas adjacent to the Parcel (the "Special Service Area"). Since the area and services provided by the Special Service Area do benefit the Parcel, each Unit Owner **shall also** be a member of the Harbor Springs POA, being the association established solely for the purpose of administering and maintaining the Special Service Area, and shall by acceptance of title to a Unit be bound by all of the terms and conditions of the Harbor Springs Declaration of Covenants, Conditions and Restrictions.

(b) Except **as** otherwise provided in paragraph (a) above, each Unit Owner shall furnish and be responsible for, at his **own** expense:

(i) All of the maintenance, repairs and replacements **within his** own Unit, and all internal installations of such Unit such **as** refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit; provided, however, that such maintenance, repairs and replacements **as** may be required for the bringing of water, gas and electricity to the Units, shall be **furnished** by the Board **as** part of the Common Expenses.

(ii) All of the decorating **within his** own Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled **to** the exclusive use of the interior surfaces of the common walls and the interior surfaces of the vertical perimeter walls, **floors** and ceiling of **his** Unit, and such Unit Owner shall maintain such **portions** in **good** condition at **his** sole **expense as** may be required from time to time.

(iii) All of the maintenance, repair, **and** replacement of the Limited Common Elements benefiting a Unit, in whole or in part, except for the **repair**, maintenance and replacement of the Private Driveways. In connection therewith, each Unit Owner shall be individually responsible for repair, maintenance and replacement of (a) all doors and their component parts, including garage doors; (b) all windows and their component **parts**; and (c) all walls, ceilings and **floors** with respect to which each Unit Owner is entitled **to** the exclusive use. The Association shall be responsible for the repair, maintenance and replacement of the Private Driveways. If a Unit **Owner** fails to repair, **maintain** or replace a Limited **Common** Element **after** reasonable notice from the Association to do **so**, the Association **shall** repair, **maintain**, or replace said Limited **Common** Element and the cost thereof **shall** be assessed in whole or in part to Unit Owners benefited

thereby. Notwithstanding the foregoing, any or all of the maintenance, repair or replacement of the Limited Common Elements benefiting a Unit, in whole or in part, may in any event be performed by the Association and the cost thereof may be paid **as** part of the Common Expenses.

(c) The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that **any** such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Building, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against the Board or Association (or against the Developer) for any work ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Board or Association or the Developer.

8.02 Negligence or Willful Misconduct of Unit Owner. If, due to the willful misconduct or negligent act or omission of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized Occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit owned by others, or maintenance, repairs or replacements shall be required, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements **as** may be determined by the Board.

8.03 Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owner shall be in all respects reasonable **as** it affects the other Unit Owners. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units **as** may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other **Units** or the **Common** Elements.

8.04 Additions, Alterations or Improvements.

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

(b) Except **as** otherwise provided herein, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by **a** Unit Owner **to his** Unit (where such work alters the structure of the Unit or increases the cost of insurance required **to** be carried by the Board hereunder) without the prior written consent of the Board. The **Board** may (but shall not be required to) condition its consent **to** the making

of an addition, alteration or improvement by a Unit Owner upon the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such ~~standards as~~ the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the ~~Board~~ may, in its discretion, take any of the following actions:

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

(2) if the Unit Owner refuses or fails to properly perform the work required under (1), the Board may cause such work to be done and may charge the Unit Owner for the cost thereof ~~as determined~~ by the Board; or

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

(4) In addition to the foregoing, the Board shall have the right to assess against the Unit Owner a reasonable penalty after a notice and hearing ~~has~~ occurred. If any such penalty is not paid upon demand, the penalty ~~shall~~ be subject to the provisions contained in Article XVI.

(c) Notwithstanding the provisions of ~~this~~ Article VIII or any other provision of this Declaration to the contrary, a Unit Owner shall have the right to install a ~~storm~~ door on his or her Unit with the prior written consent of the ~~Board~~ and subject to the standards set by the Association.

ARTICLE IX.

DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF PROPERTY

9.01 Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or ~~damage~~, and payable by reason thereof, shall be sufficient to pay the cost of repair ~~or~~ restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds ~~shall~~ be applied by the Board or the payee of such insurance proceeds in payment therefor.

9.02 Insufficient.

(a) If the insurance proceeds are insufficient to reconstruct the Property and the Unit Owners and all other parties in interest do not voluntarily make provision for the reconstruction of the Property within one hundred eighty days (180) **from** the date of damage or destruction, the **Board** may record a notice setting forth such facts and upon the recording of such notice: (a) the Property shall be deemed owned in common by the Unit Owners; (b) the undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such owner in the Common Elements **as** set forth in Exhibit **B** attached hereto; (c) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property **as** provided in the Act; and (d) the Property shall be subject to any action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered **as** one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the Property, after first paying out of the respective shares of the Unit Owners, to the extent **sufficient** for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

(b) In the case of damage or other destruction in which fewer than one-half ($1/2$) of the Units are rendered uninhabitable and there is insufficient insurance proceeds, upon the **affirmative** vote of not fewer than three fourths ($3/4$) of the Unit Owners voting at a meeting called for that purpose, the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting, the Board or its representative shall present to the members present **an** estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon **affirmative** vote of not fewer than three-fourths ($3/4$) of the Unit **Owners** voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn **from** the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the **Common** Elements appurtenant to such Unit or portion thereof shall be reallocated to the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion **of a** Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the **Unit**, **as** determined by the Board. The payment of just compensation, or the allocation of **any** insurance or **other** proceeds **to any withdrawing or remaining Unit Owner** shall be on an equitable basis, which **need** not be **a** Unit's percentage interest. **Any** insurance or other proceeds available in connection with the withdrawal **of any**

portion of the Common Elements, excluding the Limited Common Elements, shall be allocated and distributed on the basis of each Unit Owner's percentage interest therein. **Any** proceeds available from the withdrawal of any Limited Common Elements, shall be allocated and distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

9.03 Eminent Domain. In the event any portion of the property is taken by condemnation or eminent domain proceedings, provision for withdrawal from the provisions of the Act of such portion **so** taken may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If **only** a portion of a Unit is withdrawn, the percentage of interest appurtenant **to** that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, **as** determined **by** the Board. The allocation of **any** condemnation award available in connection with the withdrawal of **any** Unit, or any portion of the Common Elements or the Limited Common Elements shall be **as** hereinafter provided, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on the equitable basis, which need not be a Unit's percentage interest. **Any** condemnation award or other proceeds available in connection with the withdrawal of **any** portion of the Common Elements, excluding the Limited Common Elements, shall be allocated and distributed on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of **any** Limited Common Element shall be allocated and distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of **any** Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

9.04 Notice. The holder, ~~insurer~~ or guarantor of **the** mortgage on any Unit **in** the project **is** entitled to timely ~~written~~ notice **of** any condemnation or ~~casualty~~ loss that affects either **a** material portion of the project or the unit securing its mortgage.

9.05 ~~Repair, Restoration or Reconstruction of the Improvements~~. As used in this Article, "repair, restoration or ~~reconstruction~~" of improvements means **restoring** the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Elements having the **same** vertical and horizontal boundaries **as** before.

ARTICLE X.

ADD-ON DOMINIUM

10.01 Annexing Additional Property.

(a) The Developer reserves the right, within five (5) years of the date of the recording of this Declaration, to annex and add to the Parcel and Property and thereby add to ~~the~~ condominium created by ~~this~~ Declaration, by recording an amended Plat or Plats in accordance with Section 5 of the Act and an amendment or amendments to the Declaration in accordance with Section 6 of the Act (an "Amendment"), all or a portion of the real estate legally described on Exhibit C attached hereto and hereby made a part hereof. No rights or interest of any character whatsoever in all or any portion of the Future Development Parcel ~~shall~~ attach to any Unit or Unit Owner except ~~as~~ to that portion described in Article II of this Declaration ~~as~~ amended from time to time.

(b) Each such Amendment shall include the following, all in accordance with Section 25 of the Act:

(i) an amended Article II which ~~shall~~ amend said paragraph by setting forth the amended description of the Parcel to include that portion of the Additional Parcel being annexed and added;

(ii) separate legal descriptions of such portion of the Future Development Parcel being annexed and added ~~as an~~ Additional Parcel and the remainder of the Future Development Parcel, if any;

(iii) an amended Plat showing the boundaries of such portion of the Additional Parcel and of the entire Parcel ~~as~~ amended, and delineating the additional Units located on such portion of the Additional Parcel;

(iv) an amended Exhibit A which shall amend Exhibit A hereto by setting forth the legal description of the Units added by such Amendment, ~~as well as~~ all previous Units;

(v) an amended Exhibit B which shall amend Exhibit B hereto by setting forth the amended percentages of the undivided interests in ~~the Common Elements~~ (as amended and added to by such Amendment) allocated to each ~~Unit~~ (including all previous Units and the Units added by such Amendment).

(c) The percentages of undivided ownership interest in the Common ~~Elements~~ ~~as~~ amended by each such Amendment, and ~~as~~ set forth in the amended Exhibit B, shall be determined and adjusted in the following manner:

(i) The aggregate value of all of the Units including the newly added ~~Units, shall~~ be deemed to be the new value of the Property as a whole. "Value" as used in this paragraph shall be determined by the Developer ~~as~~ of the date of the recording of such Amendment. Such determination by the Developer ~~shall~~ be conclusive and binding upon all Unit Owners, mortgagees and other parties.

(ii) The percentages of undivided ownership interest in the entire Common Elements, including the newly added Common Elements, shall have allocated among all the Units, by dividing the value of each Unit by the value of the Property **as** a whole.

Each and all of the provisions of the Declaration and the Exhibits attached hereto, **as** amended by each such successive Amendment and the amended Exhibits attached thereto, **shall** be deemed to apply to each and all of the Units, including all such newly added **Units**, and to all of the Common Elements, including all newly added Common Elements.

The recording of such an Amendment shall not alter or **affect** the amount of **any** liens for common expenses due from any Unit Owners prior to such recording, nor the respective amounts assessed to or due from Unit Owners for Common Expenses or other assessments prior to such recording.

(d) The lien of any mortgage **encumbering** any Unit, together with its appurtenant percentage **of** undivided ownership interest in the Common Elements, shall automatically be deemed to be adjusted and amended when **an** Amendment is recorded, in accordance with the respective percentage of undivided ownership interest in the Common Elements for such Unit **as** set forth in the amended **Exhibit B** attached **to** such Amendment, and the lien of such mortgage shall automatically attach in such percentage to the Common Elements, **as** then constituted.

(e) Each and all of the Unit Owners, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any **Units**, shall be deemed **to** have expressly agreed, assented and consented to **each** and all of the provisions **of this** Declaration which may amend, **adjust** and reallocated **from** time to time their respective percentages of undivided ownership interest in the Common Elements **as** hereinabove provided; and hereby **further agree to** each and all of the provisions of each and all of said Amendments **which may hereafter** be recorded in accordance with the **foregoing** provisions **of this** Declaration.

(f) Each and **all of** the Unit **Owners, of** all Existing Units and of all Added **Units** hereafter, and their respective **mortgagees, grantees**, heirs, administrators, executors, legal representatives, successors and assigns, **by** their **acceptance of** any deed or mortgage or other interest in or with respect to any of such **Units, further** acknowledges, consents and **agrees, as** to each such Amendment **that** is recorded, **as** follows:

(i) The portion of the Additional Parcel described in each such Amendment shall be governed in all **respects by** the provisions of **this** Declaration.

(ii) The percentage of ownership in the Common Elements appurtenant to each Unit ~~shall~~ automatically be shifted and reallocated to the extent set forth in each such recorded Amendment and upon the recording of each such Amendment, the amount by which such percentage appurtenant to a Unit is reduced, ~~as~~ set forth in each such recorded Amendment, shall thereby be released and divested ~~from~~ such Unit Owner and reconveyed and reallocated among the other Unit Owners ~~as~~ set forth in each such recorded Amendment.

(iii) Each deed, mortgage or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall, upon the recording of such Amendment, be divested pro tanto to the reduced percentage set forth in such amendment and vested among the other Owners, mortgagees and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded Amendment.

(iv) A right to revocation is hereby reserved by the grantor in each such deed, mortgage and other instrument of a Unit to ~~so~~ amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Unit.

(v) The foregoing provisions of this Declaration contain clauses designed to accomplish a shifting of the **Common** Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.

(g) Neither the Additional Parcel nor any portion thereof is required to be added to the condominium and portions of the Additional Parcel may be added to the condominium at different times without limitation ~~as~~ to what order ~~such~~ additions are made.

(h) The ~~maximum~~ number of Units to be constructed on portions of the Future Development Parcel not hereby submitted to the provisions of the Act is **179 Units**, such that the Parcel (including all Additional Parcels) when fully developed shall consist of a maximum of **185 Units**. All improvements on ~~any~~ portion of the Additional Parcel to be added shall be substantially completed before such portion of the Additional Parcel is added to the Property.

(i) The structures, improvements, Building and Units to ~~be~~ constructed on the Additional Parcel not hereby submitted to the provisions of the Act shall be compatible with the configuration ~~of~~ the improvements on the Parcel hereby submitted to the provisions of the Act in relation to density, use, construction and architectural style.

(j) **An** appurtenant easement over and **on** the Common Elements is reserved to the owner for the purpose of doing what is reasonably necessary and proper in conjunction with improvements to **be** constructed on the Additional Parcel.

10.02 FHA or VA Approval. If the mortgage on **any** Unit within the Condominium is issued or guaranteed by The Federal **Housing** Authority (FHA) or the Veteran's Administration (VA), **any** amendment of the Declaration pursuant to **this** Article X which is not consistent with a development plan approved **by** FHA or VA shall require the approval of such agency.

ARTICLE XI.

BY-LAWS

The provisions of the following Articles **XII**, **XIII**, **XIV**, **XV** and **XVI** shall constitute the By-laws of the Association **and** the By-laws prescribed by the Act.

ARTICLE XII.

BOARD OF DIRECTORS

12.01 **In General.** The initial Board of Directors designated by the Developer pursuant to the terms hereof shall consist of up to six **(6)** directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date **this** Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of Voting Members held **as** provided herein. **Said** initial Board may, on behalf of the Developer, exercise the rights reserved herein.

12.02 **Election of Board Members at the Initial Meeting and Thereafter.** At the initial meeting of Voting Members held **as** provided herein, the Voting **Members** shall elect the Board. In all elections for members of the **Board**, each Voting Member **shall be entitled to** vote on a non-cumulative voting basis and the candidates receiving the highest number of votes **with** respect to the number of offices to be filled shall be deemed to be elected. **Members** of the Board elected at the initial meeting shall serve **until** the next **annual meeting**. At the **initial annual meeting** **six (6)** Board **members** shall be elected. The **three (3) persons** receiving the highest number of votes shall be elected to a term of two **(2)** years and the **three (3) persons** receiving the next highest number of votes shall be elected to a term of one **(1)** year. The election **as between** candidates receiving the same number of votes shall be determined **by** lot. All members of the Board shall be elected at large. **Upon the expiration** of the terms of **office** of the Board members so elected at the initial meeting and thereafter, successors **shall be** elected for a term of two **(2)** years each. **Members** of the Board shall receive no **compensation** for their **services**. **Unless a** vacancy is filled **by the Board as** provided herein, vacancies in the **Board**, including vacancies due to **any** increase in the number of **persons** on the **Board**, shall be filled **by the Voting Members** present at the meeting at which the vacancy occurs, the next **annual meeting** or a special meeting of the Voting Members called for such purpose. Vacancies may **also be filled by the Board by a two-thirds (2/3)** vote of the remaining members thereof at a special meeting of the Board which

vacancy shall be filled until the next **annual** meeting of the Voting Members or for a period terminating no later ~~than~~ thirty (30) days following the filing of a petition signed by Voting Members holding twenty percent (20%) of the votes of the Association requesting a meeting of the Voting Members to fill the vacancy for the balance of the term. A meeting of the Voting Members shall be called for purposes of filling a vacancy on the Board no later ~~than~~ thirty (30) days following the Voting Members filing of a petition signed holding twenty percent (**20%**) of the votes of the Association requesting such a meeting. Except **as** otherwise provided in **this** Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance ~~with~~ such regulations **as** the Board may adopt; provided, however, that (i) each Unit Owner shall be entitled to notice, in the same manner **as** provided in Section 12.05 hereof, of any meeting of the Board called for the purpose of considering the adoption of the proposed **annual** budget or any increase or establishment of an assessment; and (ii) the Board shall meet no less than four (**4**) times each year. A majority of the total number of members on the Board shall constitute a quorum. Any member of the **Board** may succeed himself.

12.03 Officers. The Board shall elect from amongst its members a President who shall preside over both its meeting and those of the Voting Members, and who shall be the chief executive officer of the Board **and** the Association and who shall be designated to mail and receive all notices and execute all amendments hereto **as** provided herein and in the Act, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, **perform** all the duties incident to the office of the Secretary, **and a** Treasurer to keep the financial records and **books** of account, and such additional officers **as** the Board shall see fit to elect from amongst the members of the Board. The term of office for each officer shall be until the next succeeding annual meeting of the Board, and until his successor shall be duly elected or appointed **and** qualified pursuant hereto. Vacancies in any office shall be filled by the Board by a majority vote of the members thereof at **a** special meeting of the Board. Any director elected to fill a vacancy shall hold **office** for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed at any time by **a** vote of **a** majority of the total membership of the Board at a special meeting hereof. Any officer may succeed himself.

12.04 Notice of Meeting to Members of Board. Written notice stating the place, date and hour of any meeting of the Board shall be delivered **to each** member of the Board not less than **48** hours prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice.

12.05 Notice of Meeting to Unit Owners and Others. All meetings of the Board shall be open to attendance by **any** Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court of administrative tribunal, or when the Board finds that such **an** action is probable or imminent, (ii) to consider information **regarding** appointment, employment or dismissal of **an** employee, or (iii) to discuss violations of **rules** and regulations of the Association or a Unit Owner's unpaid share of common expenses; that any vote on these matters **shall be** taken at a meeting or portion thereof open to **any** Unit Owner; that any Unit Owner may **record**

the proceedings at a meeting required to be open by ~~this~~ Act by tape, ~~film~~ or other means; that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings, that notice of such meetings shall be mailed or delivered to persons entitled to such notice at least **48** hours prior thereto unless a written waiver of such notice is signed by the persons or persons entitled to such notice pursuant to ~~this~~ Declaration, the By-Laws, any other Condominium Instrument, or any provision of law, before the meeting is conveyed, and that copies of notices of meetings of the Board shall be posted in any conspicuous place in the condominium at least **48** hours prior to the meeting of the Board, except where there is no common entranceway for **7** or more Units, the Board of Directors may designate one or ~~more~~ locations in the proximity of these Units where the notices of meeting shall be posted.

12.06 Delivery of Documents by Developer. Within sixty (**60**) days following the election of a majority of members of the Board other than those members designated by the Developer, the Developer shall deliver to the Board the following:

(1) All original documents ~~as~~ recorded or filed pertaining to the Property, its administration, and the Association, such ~~as this~~ Declaration, Articles of Incorporation for the Association, other condominium instruments, ~~annual~~ reports, a minute book containing the minutes of any meetings held by the Association and any rules and regulations governing the Property, contracts, leases or other agreements entered into by the Association. If ~~any original~~ documents are unavailable, a copy may be provided if certified by affidavit of the Developer, or an officer or agent of the Developer, ~~as~~ being a complete copy of the actual document recorded ~~as~~ filed;

(2) A detailed accounting by the Developer, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property and copies of ~~all~~ insurance policies and a list of any loans or advances to the Association which ~~are outstanding~~;

(3) Any Association funds on hand which shall have been at all times segregated from any other funds of the Developer;

(4) A schedule of all ~~real~~ or personal property, equipment and ~~fixtures~~ owned by the Association, including documents such ~~as~~ invoices or bills of sale, if available, evidencing transfer of title to such property, ~~warranties~~, if any, for all real and personal property and equipment, ~~deeds~~, title ~~insurance~~ policies, and ~~all~~ ~~tax~~ bills;

(5) A list of all litigation, administrative action ~~and~~ arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken by the Association, engineering and architectural ~~drawings and~~ specifications ~~as~~ approved by any governmental authority, ~~all other~~ documents filed with any other governmental authority, all governmental certificates, correspondence involving enforcement of any Association

requirements, copies of any documents relating to disputes involving Unit Owners and originals of all documents relating to everything listed in this subparagraph.

12.07 **Removal.** Except for directors designated by Developer pursuant to the terms hereof, any Board member may be removed from office, at any time after the election of directors at the initial meeting of Voting Members pursuant to the terms hereof, by affirmative vote of the Voting Members owning at least two-thirds (2/3) of the Units, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the Same meeting or any subsequent meeting called for that purpose.

12.08 **General Powers of the Board.** The Board shall have the following general powers:

1. To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements, and perform, to the extent required hereunder, routine maintenance, replacement and repair of the Limited Common Elements;
2. To prepare, adopt and distribute the annual budget for the Property;
3. To levy and expend assessments and other charges authorized herein;
4. To collect assessments from Unit Owners;
5. To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements, including the Limited Common Elements;
6. To supply annually to all Unit Owners an itemized accounting of the Common Expenses for the preceding year actual incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures, plus reserves (and, upon submission of a written request by the holder, insurer or guarantor of any first mortgage, to obtain and provide an audited financial statement of the Association for the preceding fiscal year);
7. To obtain adequate and appropriate kinds of insurance;
8. To own, convey, encumber, lease and otherwise deal with Units conveyed to or purchased by it;
9. To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of

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which contains the full text of the proposed **rules** and regulations and which conforms to the requirements of the Act, however, no rules or **regulations** may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution;

10. To keep detailed, accurate records of the receipts and expenditures **affecting** the use and operation of the Property;

11. To have access to each Unit from time to time **as** may be necessary for the maintenance, repair and replacement of any Common Elements or Limited Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage **to** the Common Elements, the Limited Common Elements or to other Unit or Units;

12. **To** pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other **lawful** taxing or assessing body, which are authorized by law to be assessed and levied upon the **real** property of the condominium;

13. To pay for utility services (including sewer and water) which **are** purchased for the Property by the Association;

14. To impose charges for late payments of a Unit Owner's proportionate **share** of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, Bylaws, and **rules** and regulations of the Association;

15. By majority vote of the entire Board, to assign the rights of the Association to **future** income, including the right **to** receive Common **Expenses** and to mortgage or pledge substantially all of the **remaining assets** of the Association;

16. To pay for sanitary fees, other **operating** expenses, electricity, and other necessary utility **service** for the Common Elements and for the Units, **to** the extent not separately metered and to pay **all** water fees for the Common Elements and the Units, whether or not water usage is separately **metered**;

17. To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, **repair**, and replacement of the Common Elements (including the Limited Common Elements, except **as** limited by other **sections** hereof);

18. To pay for **any** other materials, supplies, labor, services, maintenance, repairs, structural alterations or **assessments** which the Board is required **to secure** or pay for pursuant **to** the **terms** of **this** Declaration or Bylaws of which in its

opinion, shall be necessary or proper for the maintenance and operation of the Property, **as** a first-class condominium development or for the enforcement of the Board's rules and regulations; provided, however, the Board may not enter into a contract with a current member of the Board or a member of such member's immediate family having twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Voting Members, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition; for purposes of this subsection, a member's immediate family means the member's spouse, parents and children;

19. To pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Property or any part thereof which first arises after the date of this Declaration and which may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason or said lien or liens shall be specially assessed to said Unit Owners;

20. To maintain and repair any Unit or Limited Common Elements which are the responsibility of a Unit Owner if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Property, and the Unit Owner of such Unit has failed or **refused** to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the **Board to** said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the **cost** of said maintenance or repair;

21. The Board or its agent, upon reasonable notice, may enter any Unit when **necessary** in connection with any maintenance or construction for **which the** Board is responsible. Such entry shall be made with **as** little inconvenience to the Unit Owner **as** practicable, and **any** damage caused thereby shall be repaired by the Board **as a** Common Expense, provided however, the Board **shall** not be obligated to repair any additions or betterments added by the Unit Owner without the prior written consent of the Association;

22. The Board's powers hereinabove enumerated and described in this Declaration shall be limited in that the Board shall have no authority **to** acquire and pay for any **structural** alterations, additions to, or improvements of the Common Elements (other **than** for purposes of replacing or restoring **portions** of the **Common** Elements in accordance with the provisions of this Declaration)

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requiring an expenditure in excess of Fifty Thousand ~~Dollars~~ (\$50,000.00) without in each case the prior approval of Voting Members having ~~two-thirds~~ (2/3) of the total votes. The term "repair, replacement or restoration" means expenditures ~~to~~ deteriorated or damaged portions of the Property related to the existing ~~decorating~~, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional equivalent of the original ~~portions~~ of such areas. Replacement of the Common Elements may result in ~~an~~ improvement over the original ~~quality~~ of such elements or facilities; provided that, if the improvement results in a proposed expenditure exceeding five percent (5%) of the ~~annual~~ budget, the Board of Managers, upon written petition by Voting Members with twenty percent (20%) of the votes of the Association delivered to the Board of Managers within fourteen (14) days of the action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure. Unless a majority of the total votes of the Voting Members are cast at the meeting to reject the expenditure, it is ratified;

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

24. The Board ~~may~~ engage the services of ~~an~~ agent to manage the Property to the extent deemed advisable by the Board; provided, however, that such manager or agent shall be engaged under a contract which does not exceed two (2) years, which is renewable by consent of the Board ~~and~~ the ~~manager~~ or agent and which permits the Association to terminate Same for ~~cause~~ or without cause, ~~without~~ compensation, upon 90 days notice; provided, further, that any management contract negotiated by a Board the majority of which is elected or controlled by the Developer shall not exceed one (1) year;

25. The Board may retain the ~~services~~ of any accountant ~~and~~ attorney;

26. Nothing hereinabove contained shall be construed to give the ~~Board~~, the Association, or the Unit Owners ~~authority~~ to conduct an active business for profit on ~~behalf~~ of all the Unit Owners or any of them;

27. Upon authorization by a two-thirds ~~vote~~ of the members of the Board of Directors or by the ~~affirmative~~ vote of not less ~~than~~ a majority of the Voting Members ~~at a~~ meeting duly ~~called~~ for such ~~purposes~~, the ~~Board~~, acting on ~~behalf~~ of all Unit Owners, shall ~~have~~ the ~~power~~ to seek relief ~~from~~ or in connection with the assessment or levy of any real property taxes, special assessment and any other special taxes or charges of the ~~State~~ of Illinois or any political ~~subdivision~~

thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses - incurred in connection therewith **as** Common Expenses;

28. Any contract, lease or other agreement made prior to the election of the first Unit Owner Board by or on behalf of Unit Owners, individually or collectively, the Association or the Board, which extends for a period of more than two **(2)** years from the date of the election, shall be subject to cancellation by a majority vote of the Unit Owners other than the Developer, cast at a special meeting of members called for that purpose during the one hundred eighty **(180)** day period beginning on the date of the election of the first Unit Owner Board. At least sixty (60) days prior to the expiration of the one hundred eighty **(180)** day cancellation period, the Board shall send notice to every Unit Owner, notifying them of this provision, **what** contracts, leases, and other agreements are affected, and the procedure for calling a meeting of the Unit **Owners** for the purpose of voting on **termination** of such contracts, leases or other agreements. During the one hundred eighty (180) day cancellation period the other party to the contract, lease or other agreement shall **also** have the right of cancellation. The cancellation shall be effective thirty (30) days **after** mailing notice by certified mail, return receipt requested, to the last **known** address of the other parties to the contract, lease or other agreement;

29. To adopt rules and regulations relating to the use, maintenance, repair **and** replacement of the Pond and Park **Area**; and

30. To exercise all other such powers and rights **as** are provided under the Act, the Illinois General Not-for-Profit Corporation Act.

12.09 Liability of the Board of Directors. Neither the members of the Board nor the officers of the Association shall be liable **to** the Unit Owners for any mistake of judgment or for **any** other acts or omissions of any nature whatsoever **as** such Board members **and officers** except for any acts or omissions involving willful or wanton conduct. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities **to** others **arising out** of contracts made by or other acts of the Board and officers of the Association on **behalf** of the Unit Owners (including expenses, which expenses shall include attorneys' fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred in the defense or settlement of any suit **or** action) or otherwise arising out of their **status as** Board members or officers, in each event, to the fullest extent permitted by law. It is **also** intended that the liability of any Unit Owner arising **out** of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited **to** such proportion of the total liability hereunder **as his** percentage of interest **in** the Common Elements bears to the **total** percentage interest of all the Unit Owners in the Common Elements. **Any** agreement made by the Board on behalf of the Unit Owners may provide that the **members** of the Board **are** acting only **as** agents for the Unit **Owners**, and shall have no personal liability

thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

12.10 Resale of Units. In the event of a resale of any Unit by a Unit Owner other than the Developer, and within thirty (30) days after the written request by such Unit Owner, the Board shall deliver a copy of each of the documents and make the disclosures described in and required by Section 22.1 of the Act. The Board shall be allowed to charge a reasonable fee, as prescribed by the Act, for providing such information.

ARTICLE XIII.

MEMBERS (UNIT OWNERS)

13.01 Voting.

(a) Except as otherwise provided herein, there shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member." Such Voting Member may be the Unit Owner or one of the group composed of all the owners of a Unit Ownership, or be some person designated by such Unit Owner or Unit Owners or his duly authorized attorney-in-fact to act as proxy on his or their behalf and who must be a Unit Owner. Such designation, if made, shall be made in writing to the Board, shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or his duly authorized attorney-in-fact, shall bear the date of its execution and shall be invalid after eleven (11) months from date of execution unless otherwise provided in the proxy. The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopts rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. Any or all such Unit Owners may be present at any meeting of the Unit Owners and (those constituting a group acting as a single Voting Member) may vote or take any other action as a Voting Member either in person or by proxy. If a Unit Owner is a trust, then the voting rights of such Unit Owner may be exercised by a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, then the voting rights of said Unit Owner or beneficiary may be exercised by an officer, partner or employee of such Unit Owner or beneficiary. The total number of votes of all Voting Members shall be one hundred (100), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit B; provided that when thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of Unit Owners specified herein shall require the specified percentage by number of Units

rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable. Notwithstanding the foregoing, except for those matters where the requisite approval on a percentage basis is specified in the Act, voting shall be on the basis of one vote **per** Unit.

(b) In the event the ownership of a Unit is composed of more than one Person, and if only one of the multiple owners of a Unit is present at a meeting of the Unit Owners, then such owner shall be entitled to cast all of the votes allocated to that Unit. In the event more than one owner of a Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the group of owners comprising the Unit Owner. Majority agreement shall be deemed to have occurred if any one of the multiple owners casts the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

13.02 Meetings.

(a) Quorum. Meetings of the Unit Owners shall be held at the Property or at such other place in Will County, Illinois, or adjacent county **as** may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of twenty percent (20%) of the Unit Owners shall constitute **a** quorum unless the Unit Owners, in accordance with the Act, provide otherwise. Unless otherwise expressly provided herein, **any** action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting.

(b) Initial and Annual Meeting. The initial meeting of the Unit Owners at which the first Unit Owner Board is to be elected shall be held not later ~~than~~ the first to happen of (i) sixty **(60)** days after the date the Developer **has** sold and delivered **its** deed for seventy-five percent **(75%)** of the Units or (ii) ~~three~~ **(3)** years **from the date** of the recording of this Declaration, provided, however, that the words "seventy-five percent **(75%)** of the Units" **as** used in the preceding clause of **this** sentence shall ~~mean~~ **75%** of the ~~sum~~ of the Units listed on Exhibit B attached hereto plus all ~~of the Units~~ which Developer contemplates constructing on the **Future Development Parcel** ~~are~~ **added to** the Property pursuant **to** one or more amendments to Condominium Declaration described in Article X of this Declaration. Thereafter, there shall be **an annual** meeting of the Unit Owners within two **(2)** weeks of the ~~anniversary~~ of the initial ~~meeting~~, and within two **(2)** weeks, of each succeeding anniversary thereafter at 7:00 **P.M.** ~~or~~ at such other reasonable time or date **as** may be designated **by** written notice of the Board delivered to the Unit Owners.

(c) Special Meetings. Special meetings of the Unit Owners may be called at any time after the ~~initial~~ meeting provided for herein for the purpose of considering matters which, by the terms of this Declaration, require the **approval** of all or some of the Voting Members, or for any other reasonable purpose provided, however, ~~that the~~

following matters ~~shall~~ require the approval of Voting Members having not less than two-thirds (2/3) of the total votes: (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and (iii) the purchase or sale of Units or other real estate on behalf of all Unit Owners. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Board, or by twenty percent (20%) of the Unit Owners, and delivered not less ~~than~~ ten (10) days and no more ~~than~~ thirty (30) days prior to the date fixed for said meeting. The notices ~~shall~~ specify the date, ~~time~~ and place of the meeting and the matters to be considered. Matters to be submitted to the Unit Owners at special membership meetings shall be submitted by the Board.

13.03 Notices of Meetings. The Developer shall give at least twenty-one (21) days' notice of the initial meeting of the Unit Owners. Except ~~as~~ otherwise provided herein, notices of meetings of the Voting Members required to be given herein may be delivered either personally or by mail to the ~~persons~~ entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner to which such voting right applied, if no address ~~has~~ been given to the Board, provided that any such notice shall be delivered ~~no~~ less than ten (10) and ~~no~~ more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting. A copy of such notice of meeting required to be given herein shall be posted in a conspicuous place in the Property at least forty-eight (48) hours prior to the time fixed for such meeting.

ARTICLE XIV.

ASSESSMENT-MAINTENANCE FUND

14.01 Estimated Annual Budget and Assessments. Each year on or before - - November 1, the Board shall estimate the total amount ~~necessary~~ to pay the cost of all Common Expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The ~~annual~~ budget shall set ~~forth~~ with particularly all anticipated Common Expenses by category ~~as well as all anticipated~~ assessments and other income. The budget shall ~~also~~ set forth each Unit Owner's proposed common expense assessment. Each Unit Owner ~~shall~~ receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed ~~annual~~ budget, together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. The ~~annual~~ budget ~~shall also~~ take into account the estimated net available cash income for the year from the operation or ~~use of~~ the Common Elements, if ~~any~~. The "estimated annual budget" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements ~~as set forth in Exhibit B attached hereto or any amendment thereto~~. In the event any Units are added to the Condominium ~~as provided in Article X hereof~~, the Board shall adjust the budget and the assessments ~~accordingly in an equitable and proportionate manner~~. Each Unit Owner ~~shall~~ receive ~~notice~~ in the same manner ~~as is provided in this~~

Declaration for membership meetings of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment. Said meetings of the Board shall be open to any Unit Owner, and notice of such meeting shall be mailed within the notice period required for meetings of Unit Owners, unless a written waiver of such notice is signed by the Person or Persons entitled to such notice before the meeting is convened. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and special assessments payable in the current fiscal year exceeding 15% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with 20 percent of the votes of the Association delivered to the Board within 14 days of the board action, shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified. Any common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Unit Owners. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions hereof. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners. Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds of the total votes of all Voting Members. The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by the provisions above, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Unit Owner jointly and severally shall be personally liable for and obligated to pay to the Board or as the Board may direct one-twelfth (1/12) of the assessment against such Unit Owner's Unit Ownership made pursuant to this Paragraph. On or before April 1 of each calendar year following the year in which this Declaration is recorded, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus Reserves. Any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting. Neither the Board nor the Association shall have any authority to forbear the payment of assessments by any Unit Owner.

14.02 Capital Reserve: Supplemental Budget. The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements (the "Capital Reserve"). To determine the amount of reserves appropriate for the Association, the Board shall take into consideration the following: (i) the repair and replacement cost, and estimated useful life, of the property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Buildings and Common Elements, and energy systems and

equipment; (ii) the current and anticipated return on investment of the **funds** of the Association; (iii) **any** independent professional reserve study which the Association may **obtain**; (iv) the financial impact on the Unit Owners and the market value of the **Units**, of any assessment increase needed to fund reserves; and (v) the ability of the Association to obtain financing or refinancing. Each budget shall disclose that percentage of the **annual** assessment which shall be added to the Capital Reserve **and** each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the **annual** assessment paid to such Unit Owner. Extraordinary expenditures not originally included in the **annual** estimate which may become necessary during the year shall be charged **first** against such portions of any contingency reserve or Capital Reserve, **as** applicable, which remains unallocated. If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a **nonrecurring** Common Expense **is** anticipated or occurs for any **year**, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which **supplemental** budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for his proportionate **share** of such supplemental budget. **All** Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly **mount**.

14.03 Initial Budget. The initial Board appointed by the Developer shall determine and adopt, prior to the conveyance **of the first** Unit hereunder, **the** "estimated cash requirement" for the initial period commencing with the **first day** of the month in which the sale of the first Unit **is** closed and ending on December 31 of the calendar year in which such sale occurs, and shall continue to determine the "estimated **cash** requirement" for each succeeding calendar year until such time **as** the first Unit Owner Board takes office. Assessments shall be levied **against** the Unit Owners during **said** periods **as** provided in **this** Article.

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

14.05 Records of the Association. The **managing** agent or Board shall **maintain** the following **records** of the Association **and** make them available for **examination** and **copying** at convenient hours **of weekdays** by the Unit Owners or **their** mortgagees and their duly authorized agents or attorneys:

- (a) Copies of **this** Declaration **and** **any** amendments, Articles of Incorporation of the Association, **annual reports** and **any** rules and regulations adopted by the Association or its **Board**. Prior to the organization of the Association, the Developer **shall**

- . maintain and make available the records set forth in ~~this~~ subsection (a) for examination and copying.

(b) Detailed, accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expense incurred, and copies of all contracts, leases, or other agreements entered into by the Association.

(c) The minutes of all meetings of the Association and the Board. The Association shall ~~maintain~~ these minutes for a period of not less than seven (7) years.

(d) Ballots and proxies related thereto for all elections to the Board and for any other matters voted on by the Unit Owners. Such items shall be maintained for a period of not less than one (1) year; provided that if the Association adopts the secret ballot election process under Section 18 of the Act, unless directed by court order, only the voting ballot excluding a unit number shall be subject to inspection and copied.

(e) Such other records of the Association ~~as~~ are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not-for-Profit Corporation Act of 1986, ~~as~~ amended.

(f) Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing ~~from~~ such Unit Owner.

(g) Audited financial statements of the Association which shall be available within one hundred twenty (120) days of the Association's fiscal yearend.

A reasonable fee may be charged by the Association or its Board for the cost of copying.

14.06 Use of Funds. All ~~funds~~ collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments ~~as may~~ be levied hereunder against less than all the Unit Owners and for such adjustments ~~as~~ may be required ~~to~~ reflect delinquent or prepaid assessments or user ~~charges~~) shall be deemed to be held for the ~~benefit, use~~ and account of all the Unit Owners in the percentages set forth in Exhibit B.

14.07 Capital Contribution. At the ~~time~~ the initial sale of each Unit is closed, the purchaser of the Unit shall pay to the Association an amount equal to two (2) times the first full monthly assessment for such Unit. ~~This sum~~ shall be ~~used~~ and applied for start-up ~~costs~~ and ~~as~~ a working capital fund in connection with all initial operating expenses for the Common Elements and held in a segregated fund for future working capital needs. ~~This~~ payment shall not be refundable or be applied ~~as~~ a credit ~~against~~ the Unit Owner's ~~annual~~ assessments. With regard to any Units that remain unsold at the time of the initial meeting of the Unit ~~Owners~~, the Developer shall fund the working capital for each such Unit; provided, however, the Developer ~~may~~ reimburse itself for such amounts by using ~~funds~~ collected at closing when each such Unit is

sold. The working capital fund may not be used by the Developer to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the Association.

14.08 **User Charges.** The Board, or the Developer, acting pursuant to the terms hereof, may establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities, or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expense may include such services and facilities provided to Unit Owners which the Board determines should not be allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 14.08, and the Board of the Developer may elect to treat all or any portion thereof as Common Expenses.

14.09 **Non-Use and Abandonment.** No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or their Units.

ARTICLE XV.

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

15.01 The Property shall be occupied and used as follows:

(a) **General Use.** Each Unit (or any two or more adjoining Units used together) shall be used for housing and related common purposes for which the Property was designed and for no other purpose. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit Owner may be altered or removed to afford ingress and egress to and from such adjoining Units; provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; (ii) the Unit Owner shall furnish to the Board not less than thirty (30) days prior to the date the Unit Owner desires to commence such work all plans detailing the work to be done; (iii) the Board consents to the performance of such work; (iv) the expense of such alterations shall be paid in full by the Unit Owner making such alterations; and (v) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Units cease to be used together.

(b) **Obstruction of Common Elements and Maintenance.** There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose, and except where such obstruction is consistent with the use for which such Common Elements was created) without the

prior consent of the Board or except **as** hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his **own** Unit.

(c) **Prohibited Use.** Nothing shall be done or kept in any Unit or in the Common Elements serving the Units which will increase the rate of insurance on the Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) **Rights of Developer.** The right is reserved by the Developer or its agents to place and maintain on the Property all models, sales offices, advertising signs and banners **and** lighting in connection therewith at such locations and in such forms **as** shall be determined by the Developer or its agents and the Developer or its agents and prospective purchasers and lessees of any Unit from the Developer are hereby granted the right of ingress and egress in and through the Common Elements for such Unit sale or leasing purposes. The Developer or agents further reserve the right to use unsold **Units** for temporary storage, office and related purposes. The Developer shall have the right, **as** a Unit Owner, to lease one or more of such unsold **Units**, subject to the terms and provisions of the Declaration. **This** paragraph cannot be amended or deleted without the consent of Developer **so long as** either (i) Developer's rights to submit Additional Parcels to the Act have not expired or (ii) Developer holds legal title to any Unit.

(e) **Exceptions.** The Unit restrictions in paragraph (a) and (h) of **this** Section 15.01 shall not, however, be construed in such a manner **as** to prohibit a Unit Owner from: (i) maintaining his personal professional library therein; (ii) keeping **his** personal business or professional records or accounts therein; or (iii) handling **his** personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal resident use and not in violation of paragraphs (a) and (h) of **this** Section 15.01.

(f) **Residential Use.** The Properties are hereby restricted to residential dwellings, and ancillary and accessory uses and buildings in connection therewith (except for model homes and sales offices which may be operated by Developer or its designees during the construction or sales period). All buildings or structures erected on the Property shall be of new construction and no buildings or structures shall be moved from other locations to the Property and no subsequent buildings or **structures** other than units substantially of the **type** initially contracted shall be built on any portion of the Property where the Developer has theretofore constructed a Unit. No building or structure of **a** temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be placed on or used on any Unit at any time **as** a residence either temporarily or permanently.

(g) **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit except for dogs, cats and other animals defined by custom and practice as household pets in the Chicago, Illinois area.

(h) **Prohibition of Signs, Commercial Activities, Nuisances.** Any "for sale" or "for rent" or brokers sign erected, placed, or permitted in the yard of any Unit shall not be more than five (5) square feet. No advertising signs, billboards, or objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any portion of any Unit. No Unit shall be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Property. No commercial activities of any kind whatever shall be conducted in any building or in any portion of the Property except activities intended primarily to service residents in the Property. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Developer or its designees, or the use or operation of sales offices or model units on any Units by the Developer or its designees 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, By-Laws and Rules and Regulations, as the same may be amended from time to time.

(i) **Trash Removal.** All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. There shall be no trash piles or storage piles on the Property. The foregoing restrictions shall not apply to the activities of Developer, its designees and those working for or on behalf of Developer during the construction and sales period. The trash removal required hereunder will be the responsibility of each individual Unit Owner and not the responsibility of the Association.

(j) **Changes or Improvements; Prohibition of Decks or Changes of Exterior Colors.** Additions, changes or improvements to any building, or any part thereof (including roofs, siding, doors, windows) will be allowed only with the approval of the Board; provided, however, that there shall be no awnings constructed or added to any building. No deck shall be installed on the Property and no changes shall be made to the exterior colors provided by Developer on the initial construction of any building. Any repainting or restaining of any building or any part thereof or the replacement of any building or any part thereof shall be with the same colors as were provided by Developer on initial construction or such other colors as are approved by the Board.

(k) **Radio, T.V. Antennae.** Subject to applicable laws, no radio or television receiving or transmitting antennae or external apparatus shall be installed on any Unit without the prior written consent of the Board. Normal radio and television installations wholly within a Building are excepted.

(l) **Maintenance of Easement Areas.** Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over each of said Units, and in the Parking Areas and the Common Area are reserved as shown

on the recorded Plat of Subdivision or ~~as~~ created in accordance with this Declaration or any amendments hereof. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Unit and all improvements in it shall be maintained continuously by the Owner of the Unit, except for those improvements for which a public authority, a private or public utility company or the Association is responsible. The easement area of the Parking Areas and the Common Area shall be maintained continuously by the Association.

(m) ~~Prohibition of Fences, Clotheslines, Storage Sheds, Doghouses or Dog Runs.~~ There shall be no fences (whether privacy fences or otherwise), clotheslines, service sheds, storage sheds, doghouses or dog runs constructed or placed within the Property, other than fences installed by Developer or the Association.

(n) ~~Prohibition of Window Air Conditioners or Window Fans.~~ No window air conditioners or window fans shall be placed in any Unit constructed on the Property.

(o) ~~No Sustained Parking in Parking Areas.~~ No Owner or his family member, shall park any vehicle within the Parking Areas on a permanent, semi-permanent, or sustained basis. Any such vehicle shall be parked in the garage unit for the Unit Owner's Unit.

(p) ~~No Parking in Front of Garage Doors.~~ No vehicles of any type shall be parked in front of the garage doors of any Unit.

(q) ~~Prohibition of Commercial Vehicles, Buses, Trucks, Limousine, Boats, Trailers and Recreationa.~~ Vehicles. No commercial vehicles, buses, trucks (other than so-called trucks commonly used in lieu of personal automobiles), limousines, boats, trailers, or recreational vehicles shall be parked or stored on the Property, unless fully within a garage with the overhead door closed.

(r) ~~Use of Garage Units.~~ The garage unit for each Unit shall be used solely for garage and storage purposes.

(s) ~~Prohibition of Basketball Hoops.~~ No basketball hoops, whether portable or permanent, shall be affixed to any Unit or placed anywhere on the Property, including any Parking Areas or in front of the garage doors of any Unit.

ARTICLE XVI.

REMEDIES

16.01 Violations. Upon the occurrence of any one or more of the following events, the Board shall have the rights and remedies set forth herein:

(a) Failure by a Unit Owner to pay when due any **sums** required to be paid by such Unit Owner pursuant to any provision of ~~this~~ Declaration, for thirty (30) days after written notice of such non-payment shall have been given such Unit Owner; provided ~~that~~ such defaulting Unit Owner shall not be entitled to written notice and **opportunity** to cure such failure if such Unit Owner ~~has~~ been given three (3) or ~~more~~ notices pursuant to ~~this~~ Section 16.01(a) during the twelve (12) month period immediately preceding the first day of such failure.

(b) Violation or breach by a Unit Owner (or any occupant of his Unit) of **any** provision, covenant or restriction of the Act, Declaration, the By-Laws, contractual obligation to ~~the~~ Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board, and continuation of such violation or breach for thirty (30) days after written notice thereof shall **have** been given such Unit Owner, provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to correct such violation or breach if such Unit Owner has been given ~~three~~ or more notices pursuant to this Section **16.01(b)** during the twelve (12) month period immediately preceding the first day of such violation or breach.

16.02 Remedies. Upon the occurrence of any one or more of the events described in Section 16.01, the Board shall have the following rights and remedies:

(a) The Board shall have the right to immediate possession of the defaulting Unit Owner's Unit after service by the **Board** on such Unit Owner of a notice to quit and deliver up possession which right may be enforced by **an** action for possession under "**An Act in Regard to Forcible Entry and Detainer,**" approved February 16, 1874, ~~as amended~~.

(b) For a violation or breach described in Section 16.01(b) hereof, the Board shall have the **right**: (i) to enter upon that ~~part~~ of the Property where such violation or breach exists and **summarily** abate and remove ~~or, do whatever else~~ may be necessary to correct, at the expense ~~of the defaulting~~ Unit Owner, any such violation or breach or the cause of such violation or breach, and ~~the~~ Developer, or **its successors** or assigns, or ~~the~~ Board, or its agents, shall not thereby be deemed guilty in **any manner** of trespass; or (ii) to enjoin, abate, or remedy by a proceeding at law or in equity the continuance of any such violation or breach. In **addition** to the aforementioned remedies, the Board shall have ~~the~~ right to assess reasonable fines against a defaulting **Unit** owner after notice and **an** opportunity to be heard after a hearing ~~has~~ been conducted before the Board.

(c) Upon the occurrence of one of the events described in Section 16.01(a) hereof, including without limitation, failure by a Unit Owner to pay ~~his~~ percentage share of Common ~~Expenses~~ or ~~user charges~~, the **Board** shall have a lien on the interest of ~~the~~ defaulting Unit Owner in ~~his~~ Unit Ownership in the amount of any **sums** due ~~from~~ such Unit Owner, including **any** interest, late charges, reasonable attorneys' fees incurred

enforcing the covenants of the condominium instruments, rules and regulations of the Board, or any applicable statute or ordinance, and costs of collection; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. Except as hereinafter provided, the lien provided for in this Section 16.02(c) shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall, to the extent permitted by law, extinguish the lien described in this Section 16.02(c) for any sums which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any sums with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Unit Owners pursuant to a subsequently adopted annual revised or special assessment, and non-payment thereof by such transferee shall result in a lien against the transferee's Unit Ownership as provided in this Section 16.02(c). Notwithstanding the foregoing, nothing contained hereinabove shall in any way preclude the Board's right to pursue an action directly against the Unit Owner for any of the events set forth in Section 16.01.

(d) The Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit and thereupon an action may be filed by the Board against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold at a judicial sale, upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Unit Ownership at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser at such sale shall be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession.

(e) In addition to or in conjunction with the remedies set forth above, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or occupant of the Unit as permitted by law including, without limitation, an action (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article or (v)

for any other relief which the Board may deem necessary or appropriate. Any and all ~~rights~~ and remedies provided for in the Act, ~~this~~ Declaration, the By-Laws, contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board may be exercised at ~~any~~ time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to exercise any such ~~rights~~ or remedies to ~~enforce~~ any provisions of ~~this~~ Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do ~~so~~ thereafter.

(f) All expenses incurred by the Board in connection with any actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, reasonable attorneys' fees and all other fees and expenses, and all damages, together with interest thereon at the rate of eighteen percent (18%) ~~per annum~~ shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of ~~his~~ respective share of the ~~Common Expenses~~, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of ~~his~~ additions and improvements thereto.

16.03 Enforcement by Unit Owners. Any aggrieved Unit Owner may enforce the provisions of ~~this~~ Declaration, the By-Laws, or any rules and regulations promulgated by the Board by ~~an~~ action at law or in equity against the defaulting Unit Owner (or occupant of ~~his~~ Unit) upon a violation or breach described in Section 16.02(b) hereof against any person or persons either to restrain such violation or breach or to recover damages. Each Unit Owner shall have similar rights of action against the Association.

ARTICLE XVII.

SALE OF THE PROPERTY

At a meeting duly called for such ~~purpose and~~ attended by all Unit ~~Owners~~, the Unit owners by ~~affirmative~~ vote of seventy-five percent (75%) of the Unit ~~Owners~~, may elect to ~~sell~~ the Property ~~as a whole~~. Within ten (10) days ~~after~~ the date of the meeting at which such ~~sale~~ was approved the Board shall give written notice of such action to ~~the~~ holder of any duly recorded mortgage or ~~trust~~ deed against any Unit entitled to notice under ~~this~~ Declaration. Such action shall be binding upon all Unit ~~Owners~~, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to ~~perform~~ all ~~acts as in manner~~ and form may be necessary to effect such sale.

ARTICLE XVIII.**MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES**

18.01 Rights of First Mortgagees. Any first mortgage or first trust deed owned or held by a first mortgagee and recorded prior to the recording or mailing of a notice by the Association of the amount owing by a Unit Owner who **has** refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses or other liens arising in favor of the Association hereunder which become due and **are** unpaid subsequent to the date of recording of such first mortgage or first trust deed. Any first mortgagee who **comes** into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the **Common** Elements free from, claims for all assessments for Common Expenses or other liens arising in favor of the Association hereunder levied by the Association which accrue prior **to** the date of possession **as** aforesaid.

A first mortgagee, or an insurer or guarantor of the note held by a first mortgagee, upon written request to the Association (such request to state the name and address of such first mortgagee, insurer or guarantor and the Unit number), shall be entitled to timely written notice of:

- (a) Any proposed action that require the consent of a specified percentage of eligible first mortgagees;
- (b) Any proposed termination of The Coves of Harbor Springs Condominium **as a** condominium project;
- (c) Any condemnation loss or any **casualty** loss which **affects** a portion of the Common Elements, which loss exceeds \$10,000.00, or which affects any **Unit**, which **loss** exceeds \$1,000.00, on which there is **a** first mortgage held, insured or guaranteed by such eligible holder;
- (d) Any delinquency in the payment of assessments or charges owed by **an** owner of a Unit subject to the mortgage of a first mortgagee, insurer or guarantor, where **such** delinquency **has** continued for a period of 60 days; and
- (e) Any lapse, cancellation or material modification of any insurance policy of fidelity bond maintained by the Association.

18.02 Additional Rights of First Mortgagees.

(a) Any restoration or repair of the Property after a partial condemnation or damage due to ~~an~~ insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building unless the approval is obtained from at least **67%** of the Unit Owners and the eligible first mortgagees of Units which represent at least 51% of the Units subject to a mortgage or trust deed held by an eligible first mortgagee.

(b) Any election to terminate The Coves of Harbor Springs Condominium ~~as~~ a condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of at least **67%** of the Unit Owners and the eligible first mortgagees of Units which represent at least 51% of the Units subject to a mortgage or ~~trust~~ deed held by an eligible first mortgagee.

(c) Any election to terminate The Coves of Harbor Springs Condominium ~~as~~ a condominium project for reasons other than substantial destruction or condemnation of the Property shall require the approval of at least **67%** of the Unit Owners and the eligible first mortgagees of Units which represent at least **67%** of Units subject to a mortgage or trust deed held by an eligible first mortgagee.

ARTICLE XIX.**TRANSFER OF A UNIT**

19.01 **Unrestricted Transfers.** Subject to Section 19.02 below, a Unit **Owner** may, without restriction under the Declaration, sell, give, devise, lease or otherwise transfer ~~his~~ entire Unit. Notice of any such unrestricted transfer shall ~~be~~ given to the Board, in the manner provided in this Declaration for the giving of notices, ~~within thirty (30) days~~ following consummation of such transfer.

19.02 **Limits on Lease Terms.** No Unit shall be leased by a Unit Owner for hotel or transient purposes or for a term less ~~than six (6) months~~ and ~~no portion~~ of a ~~Unit~~ which is less ~~than~~ the entire Unit shall be leased. Each lease of any one or more Units shall be in writing and a copy ~~of~~ every such lease, ~~as~~ and ~~whom~~ executed, shall ~~be~~ furnished to the **Board**. The lessee under every such lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall ~~be~~ enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. ~~The~~ Unit Owner ~~making~~ such lease ~~shall~~ not be relieved thereby from any of said obligations.

19.03 **Financing of Purchase by Association.** The Board shall have authority to make such mortgage arrangements and other financing arrangements, and to authorize such special assessments proportionately among the respective Unit **Owners**, ~~as~~ the Board may deem desirable, in order to close and consummate the purchase or lease of a **Unit**, or interest therein, to

the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein to be purchased or leased, and the percentage interest in the Common Elements appurtenant thereto.

19.04 Miscellaneous.

(a) A transfer or lease of a Unit, or interest therein, by or to the Board or the Developer shall not be subject to the provision of this Article XIX. This Section 19.04 (a) cannot be amended or deleted without the prior written consent of Developer, so long as either (i) Developer owns any Units or (ii) the rights of Developer to submit Additional Parcels to the Act have not expired.

(b) The Association shall hold title to or lease any unit, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, lease or sublease said Unit on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit be sold for less than the amount paid by the Association to purchase said Unit unless Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements first authorize the sale for such lesser amount. All of the net proceeds from such a sale, lease or sublease shall be applied in such manner as the Board shall determine.

(c) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Article XIX, for the purpose of implementing and effectuating said provisions.

ARTICLE XX.

GENERAL PROVISIONS

20.01 Certain Rights of the Developer. Until the time established by the Declaration for the election of the Board by the Unit Owners, title rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board in the Act and in this Declaration shall be held and performed by the Developer. If the initial Board shall not be elected by the Unit owners at the time established by this Declaration, the Developer shall continue in the aforesaid office for a period of thirty (30) days after written notice of its resignation is sent to all of the Unit Owners entitled to vote at such election. In exercising such rights, and the other rights reserved by the Developer pursuant to this Declaration, the Developer shall not be under any disability which would otherwise be imposed by law by reason of the Developer's interest in the subject matter of any transaction, provided, however, that any such transaction shall have been entered into in good faith. The Developer enjoys the same rights and assumes the same duties as any Unit Owner with regard to each unsold Unit.

20.02 Notice to Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all

notices permitted or required by ~~this~~ Declaration to be given to the Unit Owner whose Unit Ownership is subject to such mortgage or trust deed.

20.03 Manner of Giving Notices. Notices provided for in ~~this~~ Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at the Unit address of any member of the Board or any Unit Owner, as the case may be, or at such other address as herein provided. Any Unit Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his mailbox at such address as he may have designated pursuant hereto or, if he has not so designated, in the Building or at the door of his Unit in the Building.

20.04 Notices of Estate or Representatives. Notices required to be given any devisee, heir or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

20.05 Binding Effect. Each grantee of the Developer and each subsequent grantee by the acceptance of a deed of conveyance, and each purchaser under articles of agreement for deed and each tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time an interest or estate in the Property, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

20.06 Waiver. No covenants, restrictions, conditions, obligations or provisions contained in ~~this~~ Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

20.07 Change, Modification or Rescission. No provision of ~~this~~ Declaration affecting the rights, privileges and duties of the Developer may be amended without its written consent. The provisions of Article XVIII and Sections 16.02, 20.12 and the following provisions of Section 20.07 of ~~this~~ Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or a Vice-President of the Board, and by all of the Unit Owners and all mortgagees having bona fide liens of record against all of the Unit Ownerships. Other provisions of ~~this~~ Declaration may be changed, modified or rescinded as provided in Section 20.12 or by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or a Vice-President of the Board, and approved by the Unit

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Owners having, in the aggregate, at least sixty-seven percent (**67%**) of the total vote of those voting, at a meeting called for that purpose provided, however, that all holders of first mortgages of record have been notified by mail of any change, modification, or rescission, and an affidavit by the Secretary of the Board certifying to such mailing is made a part of such instrument and provided further that any provisions herein which specifically grant rights to holders of first mortgages of record may be amended only with the written consent of all such holders of first mortgages. In addition, any amendment of a "material nature" (~~as~~ hereinafter defined) must be approved by holders of mortgages on Units which represent at least fifty-one percent (**51%**) of the Units subject to a mortgage or trust deed held by an eligible first mortgagee. Amendment are of a "material nature" if they (i) change voting rights; (ii) increase assessments by more than twenty-five percent (25%); (iii) reduce reserves for maintenance, repair, and replacement of Common Elements; (iv) change responsibility for maintenance and repairs; (v) re-allocate interests in the Common Elements, or rights to their use; (vi) redefine any Unit boundaries; (vii) convert Units into Common Elements or vice versa; (viii) expand or contract the Property; (ix) change hazard or fidelity insurance requirements; (x) impose any restrictions on the leasing of Units; (xi) impose any restrictions on a Unit Owner's right to sell or transfer his or her Unit; (xii) establish self-management if professional management had been required previously; or (xiii) provide for restoration or repair of the Property (after damage or partial condemnation) in a manner other than that specified in this Declaration. Implied approval by a holder shall be assumed when ~~an~~ eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, ~~return~~ receipt requested. The change, modification or rescission shall be effective upon recordation of such instrument in the ~~Office~~ of the Recorder of Will County, Illinois; provided, however, that no such change, modification or rescission shall change the boundaries of any ~~Unit~~, the allocation of percentages of ownership in the Common Elements and votes in the Association, quorum and voting requirements for action by the Association, or liability for Common Expenses assessed against any Unit, except to the extent authorized by other provisions of ~~this~~ Declaration or by the Act.

20.08 Partial Invalidity. The invalidity of ~~any~~ covenant, ~~restriction~~, condition, limitation or any other provision of ~~this~~ Declaration, or ~~any~~ part ~~of~~ the same, shall not ~~impair~~ or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

20.09 Perpetuities and Other Invalidity. Notwithstanding the provisions of Section 20 of the Act to the contrary, if any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George ~~Bush, Former~~ President of the United States.

20.10 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development.

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20.11 **Ownership by Land Trustee.** In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under **this** Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

20.12 **Special Amendment.** Developer reserves the right and power to record a special amendment ("Special Amendment") to **this** Declaration at any time and from time to time which amends **this** Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit Ownerships, (iii) to bring **this** Declaration into compliance with the Act, or (iv) to correct clerical or typographical errors in **this** Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record Special Amendments. The right of the Developer to act pursuant to rights reserved or granted under **this** Section shall terminate at such time as the Developer no longer holds or controls title to any Units.

20.13 **Merger.** The Association may not be merged with a successor condominium association without the approval, if applicable, of the Veterans Administration.

20.14 **Assignment by Developer.** All rights which are specified in **this** Declaration to be rights of the Developer are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Developer hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall hold or be entitled to exercise the rights of Developer hereunder as fully as if named as such party herein. No party exercising rights as Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

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IN WITNESS WHEREOF, Pulte Home Corporation, as Developer, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to this Declaration by two of its attorneys-in-fact, this 22nd day of July, 1997.

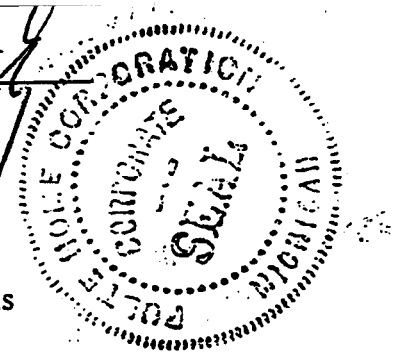
PULTE HOME CORPORATION

By: [Signature]

[Signature]
Its: Attorneys-in-Fact

P.I.N.S: 01-05-100-009 (part)
01-05-100-010 (part)

Address of Property: Middlebury Drive and 87th Street, Aurora, Illinois



WILL COUNTY RECORDER

pc R97-067952

R97-062631

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a ~~Notary~~ Public in and for the **County** and State aforesaid, DO
HEREBY CERTIFY that David Branch and Orest Chryniwsky
personally **known** to me to be the Attorneys-in-Fact of PULTE HOME CORPORATION, a
~~Michigan~~ corporation, 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 said instrument **as** Attorneys-in-Fact of said corporation, and
caused **the** corporate seal of said corporation **to** be **affixed** thereto, pursuant to **authority** given by
the **Board** of Directors of 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 ~~Notarial~~ Seal this 22nd day of July, 1997.

Debra L. Ward
/ Notary Public

My Commission Expires:

11-22-2000

This Instrument was prepared by
and Return **to** After Recording:
William J. Peltin
~~Gardner~~, Carton & Douglas
321 North Clark Street, Suite 3400
Chicago, Illinois 60610

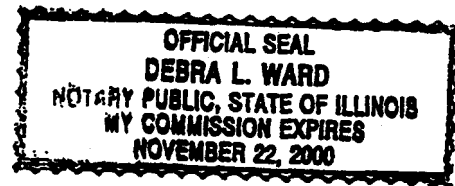


EXHIBIT A
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE COVES OF HARBOR **SPRINGS**
CONDOMINIUM IN AURORA, WILL COUNTY, ILLINOIS
AND DECLARATION OF BY-LAWS FOR
THE COVES OF HARBOR **SPRINGS**
CONDOMINIUM ASSOCIATION, AN
ILLINOIS NOT-FOR-PROFIT CORPORATION

INITIAL PLAT OF CONDOMINIUM
(To be attached prior to recording)

WILL COUNTY RECORDER

EXHIBIT A
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
THE COVES OF HARBOR SPRINGS CONDOMINIUM
IN
AURORA, WILL COUNTY, ILLINOIS
AND
DECLARATION OF BY-LAWS
FOR THE
COVES OF HARBOR SPRINGS CONDOMINIUM ASSOCIATION,
AN ILLINOIS NOT-FOR-PROFIT CORPORATION
INITIAL PARCEL

That part of Lot 58 in Harbor Springs Unit Two, being a subdivision of part of the Northwest Quarter of Section 5, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 6, 1996, as Document No. **R96-109376**, being more particularly described as follows:

Commencing at the West-most Northwest corner of said Lot 58; thence South 00 degrees 28 minutes 16 seconds East along the West line of said Lot 58 a distance of 348.82 feet for a Place of Beginning; thence North 87 degrees 18 minutes 20 seconds East 183.08 feet to the East line of said Lot 58; thence Southerly along said East line of Lot 58, being along the arc of a curve concave to the East, having a radius of 3,030.00 feet, having a chord bearing of South 02 degrees 20 minutes 53 seconds East, a distance of 86.49 feet; thence South 85 degrees 04 minutes 56 seconds West 185.30 feet to the West line of said Lot 58; thence Northerly along said West line of Lot 58, being along the arc of a curve concave to the East, having a radius of 967.00 feet, having a chord bearing of North 01 degrees 47 minutes 42 seconds West, a distance of 44.69 feet to a point of tangency; thence North 00 degrees 28 minutes 16 seconds West along said West line of Lot 58 a distance of 49.03 feet to the Place of Beginning; said parcel of land herein described contains 0.3810 acre, more or less, all in Will County, Illinois.

EXHIBIT B

PERCENTAGE OF OWNERSHIP INTEREST IN THE COMMON ELEMENTS
FOR THE COVES OF HARBOR SPRINGS CONDOMINIUM ASSOCIATION

Unit	Type	Percentage of Ownership
341	A	17.85413%
342	'C	16.67136%
343	D	16.90604%
344	B	14.99108%
345	D	16.90604%
346	E	16.67136%

WILL COUNTY RECORDER

Re R97-067952

R97-062631

EXHIBIT C
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE COVES OF HARBOR SPRINGS
CONDOMINIUM IN AURORA, WILL COUNTY, ILLINOIS
AND DECLARATION OF BY-LAWS FOR
THE COVES OF HARBOR SPRINGS
CONDOMINIUM ASSOCIATION, AN
ILLINOIS NOT-FOR-PROFIT CORPORATION

FUTURE DEVELOPMENT PARCEL

WILL COUNTY RECORDER

EXHIBIT C
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
THE COVES OF HARBOR SPRINGS CONDOMINIUM
IN
AURORA, WILL COUNTY, ILLINOIS
AND
DECLARATION OF BY-LAWS
FOR THE
COVES OF HARBOR SPRINGS CONDOMINIUM ASSOCIATION,
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

That part of Lot **58** in Harbor Springs Unit Two, being a subdivision of part of the Northwest Quarter of Section 5, Township **37** North, Range **9** East of the Third Principal Meridian, according to the plat thereof recorded December **6, 1996**, as Document No. **R96-109376**, being more particularly described as follows:


Beginning at the West-most Northwest corner of said Lot 58; thence North 44 degrees **31** minutes 07 seconds East along the Northwest line of said Lot **58** a distance of **14.14** feet to the North line of said Lot 58; thence North 89 degrees **30** minutes **30** seconds East along said North line a distance of **216.55** feet to the Northeast corner of said Lot **58**; thence Southerly along the East line of said Lot 58, being along the arc of a curve, being concave to the West, having a radius of 145.00 feet, having a chord bearing of South **13** degrees **53** minutes **56** seconds West, a distance of **42.35** feet to a point of tangency; thence South **22** degrees **15** minutes 55 seconds West along said East line a distance of **32.95** feet to a point of curvature; thence Southerly along the East line of said Lot 58, being along the arc of a curve, being concave to the East, having a radius of **230.00** feet, having a chord bearing of South **11** degrees **54** minutes **36** seconds West, a distance of **83.14** feet to a point of tangency; thence South **01** degrees **33** minutes **16** seconds West along said East line a distance of **36.67** feet to a point of curvature; thence Southerly along said East line, being along the arc of a curve, being concave to the East, having a radius of **3,030.00** feet, having a chord bearing of South 00 degrees 00 minutes 43 seconds West, a distance of **163.14** feet; thence South **87** degrees **18** minutes **20** seconds West **183.08** feet to the West line of said Lot 58; thence North 00 degrees 28 minutes 16 seconds West along said West line a distance of **348.81** feet to the Place of Beginning;

Also including that part of said Lot **58**, being described as beginning at the Southwest corner of said Lot **58**; thence Northerly along the West line of said Lot **58**, being along the arc of a curve, being concave to the West, having a radius of **933.00** feet, having a chord bearing of North **11** degrees 49 minutes 50 seconds West, a distance of **10.00** feet to a point of tangency; thence North **12** degrees 08 minutes 16 seconds West along said East line a distance of **119.66** feet to a point of curvature; thence Northerly along said West line, being along the arc of a curve, being concave to the East, having a radius of **967.00** feet, having a chord bearing of North **07** degrees **37** minutes 42 seconds West, a distance of **152.21** feet; thence North **85** degrees 04 minutes **56** seconds East **185.30** feet to the East line of said Lot **58**; thence Southerly along said East line, being along the arc of a curve, being concave to the East, having a radius of **3,030.00** feet, having a chord bearing of South **03** degrees 29 minutes 15 seconds East, a distance of **34.00** feet to a point of tangency; thence South **03** degrees **48** minutes **32** seconds East along said East line a distance of **39.84** feet to a point of curvature; thence Southeasterly along said East line, being along the arc of a curve, being concave to the Northeast, having a radius of **80.00** feet, having a chord bearing of South **37** degrees **32** minutes 00 seconds East, a distance of **94.18** feet to a point of tangency; thence South **71** degrees **15** minutes **29** seconds East along said East line a distance of **98.40** feet to the Southeast corner of said Lot **58**; thence South **88** degrees 52 minutes 22 seconds West along the South line of said Lot **58** a distance of **61.73** feet to a bend point; thence South 31 degrees 06 minutes 08 seconds West along said South line a distance of **90.54** feet; thence South 77 degrees **51** minutes 44 seconds West along said South line a distance of **184.88** feet to the Place of Beginning;

Also including that part of the Northwest Quarter of said Section 5, being described as beginning at the Southwest corner of said Lot 58 in Harbor Springs Unit Two; thence North 77 degrees 51 minutes 44 seconds East along the North line of said Lot 58 a distance of **184.88** feet to a bend point; thence North **31** degrees **06** minutes 08 seconds East along said North line a distance of **90.54** feet to a bend point; thence North **88** degrees 52 minutes 22 seconds East along said North line a distance of **61.73** feet; thence South **71** degrees **15** minutes 29 seconds East **14.07** feet to a point of curvature; thence Southeasterly along the arc of a curve, being concave to the Southwest, having a radius of **250.00** feet, having a chord bearing of South **36** degrees **11** minutes **33** seconds East, a distance of **306.00** feet for a point of tangency; thence South **01** degrees 07 minutes **38** seconds East **557.92** feet; thence South **88** degrees 52 minutes 22 seconds West **122.18** feet; thence Northwesterly along the arc of a curve, being concave to the Southwest, having a radius of **60.00** feet, having a chord bearing of North 40 degrees **41** minutes **12** seconds West, a distance of **37.80** feet for a point of tangency; thence North **58** degrees 44 minutes 09 seconds West **46.43**

llc feet for a point of curvature; thence Westerly along the **arc of a curve**, being concave to the South, having a radius of **210.58** feet, having a chord bearing of North 84 degrees **16** minutes **11** seconds West, a distance of **187.69** feet for a point of tangency; thence South **70** degrees **11** minutes 48 seconds West 107.58 feet to the East line of Harbor Springs Unit Three, being a subdivision of part of the Northwest Quarter of said Section 5, according to the plat thereof recorded **April 25, 1997**, as Document No. **R97-39991**; thence Northerly along said East line, being along the arc of a curve concave to the East, having a radius of 867.00 feet, having a chord bearing *of* North 02 degrees 40 minutes 24 seconds West, a distance of 260.71 feet to a point of tangency; thence North 05 degrees 56 minutes **28** seconds East along said East line a distance of **103.13** feet to a **point** of curvature; thence Northerly along said East line, being along the **arc** of a curve concave to the West, having a radius **of 933.00** feet, having a chord bearing of North 04 degrees **12** minutes 49 seconds East, a distance of **56.27** feet; thence South **86** degrees **03** minutes 01 seconds East **61.37** feet; thence South 64 degrees **03** minutes **01** seconds East **68.42** feet to a point of curvature; thence Easterly and Northerly along the arc *of* a curve, being concave to the West, having a radius of **60.00** feet, having a **chord** bearing of North **03** degrees 56 minutes 59 seconds East, a distance of **234.57** feet for a point *of* tangency; thence South **71** degrees **56** minutes **59** seconds West **68.42** feet; thence North 86 degrees **03** minutes 01 seconds West 64.84 feet to the East line of Harbor Springs Unit One, being a subdivision of part of the Northwest Quarter of said Section 5, according to the plat thereof recorded December **6, 1996**, as Document No. **R96-109374**; thence Northerly along said East line, being along the arc of a curve concave to the West, having a radius of 933.00 feet, having a chord bearing of North **06** degrees **21** minutes 53 seconds West, a distance of 168.02 feet to the Place of Beginning;

Also including that part of the Northwest Quarter of said Section 5, being described as beginning at the Southeast corner of Harbor Springs Unit Three, **being** a subdivision of part *of* said Northwest Quarter of Section 5, according to the plat thereof recorded April 25, **1997**, as Document No. **R97-33991**; thence **North 00** degrees **29** minutes **30** seconds West along the East line of said Harbor Springs Unit Three a distance of **75.42** feet to a point of curvature; thence Northerly along said East line, being along the arc of a curve concave to the West, having a radius of **1,033.00** feet, having a chord bearing of North **04** degrees 06 minutes 40 seconds West, a distance of **130.52** feet; thence North **80** degrees **36** minutes **18** seconds East **15.98** feet; thence South **77** degrees **23** minutes **42** seconds East **68.42** feet **for** a point of curvature; thence Easterly **and** Northerly along the arc of a curve, being concave to the West, having a radius **of 60.00** feet, having a chord bearing of **North 09** degrees **23** minutes **42** seconds West, a distance of 234.57 feet for a point of tangency; thence South 58 degrees

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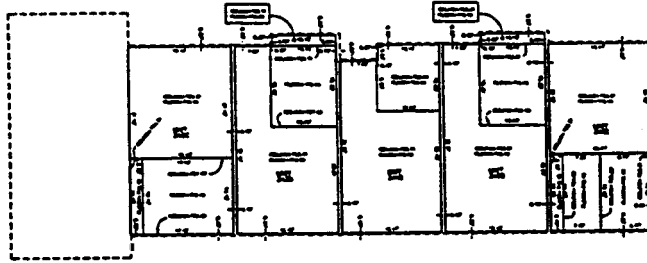
36 minutes **18** seconds West **68.42** feet; thence South **80** degrees **36** minutes **18** seconds West **15.98** feet to the East line of said Harbor Springs Unit Three; thence **Northerly** along said East line, being along the arc of a curve concave to the West, having a radius of **1033.00** feet, having a chord bearing of North **13** degrees **18** minutes 24 seconds West, a distance of **81.05** feet to a point of tangency; thence North **15** degrees **33** minutes **16** seconds West along said East line a distance of **260.19** feet to a point of curvature; thence Northerly along said East line, being along the arc of a curve concave to the East, having a radius of 867.00 feet, having a chord bearing of North **15** degrees 25 minutes **01** seconds West, a distance of **4.16** feet; thence North **70** degrees **11** minutes **48** seconds East **114.43** feet to a point of curvature; thence Southeasterly along the arc of a curve, being concave to the Southwest, having a radius of 75.00 feet, having a chord bearing of South **73** degrees **16** minutes **11** seconds East, a distance of 95.65 feet for a point of tangency; thence South **36** degrees 44 minutes **09** seconds East **58.95** feet for a point of curvature; thence Easterly along the arc of a curve, being concave to the North, having a radius of 60.00 feet, having a chord bearing of North **74** degrees **53** minutes 59 seconds East, a distance of **143.18** feet; thence North 88 degrees **52** minutes **22** seconds East **118.54** feet; thence South **01** degrees **07** minutes **38** seconds East **592.50** feet to the South line of the land conveyed by Document No. **900677**; thence South **89** degrees **30** minutes **30** seconds West along said South line a distance of 357.00 feet to the Place of Beginning;

Said parcels, taken as a whole, contain **14.7771** acres, more or less, all in Will County, Illinois.

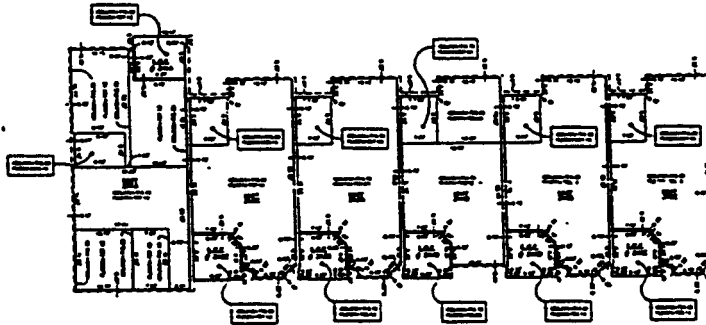
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Mary Ann Stukel
Will County Recorder
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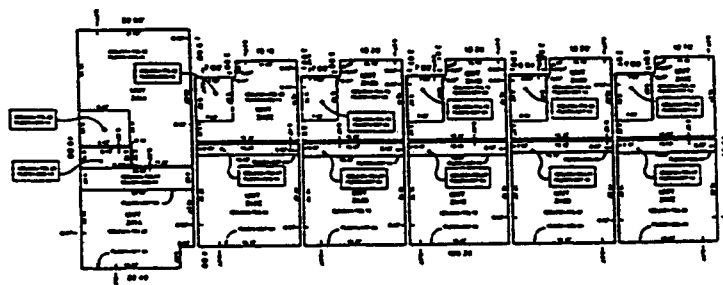
EXHIBIT A
DECLARATION OF CONDOMINIUM OWNERSHIP
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
THE COVES OF HARBOR SPRINGS CONDOMINIUM
AURORA, WILL COUNTY, ILLINOIS
DECLARATION OF BY-LAWS FOR THE COVES OF HARBOR SPRINGS
CONDOMINIUM ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION



2ND FLOOR



1ST FLOOR



GARAGE LEVEL

1. THE VERTICAL PLACES OF THE COVES OF HARBOR SPRINGS ARE SHOWN BY THE INTERIOR SURFACES OF THE EXTERIOR WALLS AND THE EXTERIOR SURFACES OF THE EXTERIOR WALLS.
2. THE HORIZONTAL PLACES OF THE COVES OF HARBOR SPRINGS ARE SHOWN BY THE TOP OF THE EXTERIOR FLOOR AND BY THE BOTTOM OF THE EXTERIOR CEILING. THE COVES OF HARBOR SPRINGS ARE SHOWN BY THE PLACE OF THE EXTERIOR FLOOR AND BY THE BOTTOM OF THE EXTERIOR CEILING.
3. THE EXTERIOR SURFACES OF THE COVES OF HARBOR SPRINGS ARE SHOWN BY THE EXTERIOR SURFACES OF THE EXTERIOR WALLS AND THE EXTERIOR SURFACES OF THE EXTERIOR WALLS.
4. THE EXTERIOR SURFACES OF THE COVES OF HARBOR SPRINGS ARE SHOWN BY THE EXTERIOR SURFACES OF THE EXTERIOR WALLS AND THE EXTERIOR SURFACES OF THE EXTERIOR WALLS.
5. THE EXTERIOR SURFACES OF THE COVES OF HARBOR SPRINGS ARE SHOWN BY THE EXTERIOR SURFACES OF THE EXTERIOR WALLS AND THE EXTERIOR SURFACES OF THE EXTERIOR WALLS.
6. THE EXTERIOR SURFACES OF THE COVES OF HARBOR SPRINGS ARE SHOWN BY THE EXTERIOR SURFACES OF THE EXTERIOR WALLS AND THE EXTERIOR SURFACES OF THE EXTERIOR WALLS.

- REFERENCES:**
- Declaration of Condominium Ownership, Will County, Illinois, dated 10/27/96, and recorded 10/27/96.
- The above referenced plans reference the following:
- 1) Declaration of Condominium Ownership, Will County, Illinois, dated 10/27/96, and recorded 10/27/96.
 - 2) Declaration of Condominium Ownership, Will County, Illinois, dated 10/27/96, and recorded 10/27/96.
 - 3) Declaration of Condominium Ownership, Will County, Illinois, dated 10/27/96, and recorded 10/27/96.
 - 4) Declaration of Condominium Ownership, Will County, Illinois, dated 10/27/96, and recorded 10/27/96.
 - 5) Declaration of Condominium Ownership, Will County, Illinois, dated 10/27/96, and recorded 10/27/96.
 - 6) Declaration of Condominium Ownership, Will County, Illinois, dated 10/27/96, and recorded 10/27/96.

This Plan is prepared in accordance with and is subject to the provisions of the Condominium Property Act.

State of Illinois
County of DuPage

By: Mary Ann Stukel, Recorder of Deeds, Will County, Illinois, dated 10/27/96, and recorded 10/27/96.

By: Mary Ann Stukel, Recorder of Deeds, Will County, Illinois, dated 10/27/96, and recorded 10/27/96.

By: Mary Ann Stukel, Recorder of Deeds, Will County, Illinois, dated 10/27/96, and recorded 10/27/96.

By: Mary Ann Stukel, Recorder of Deeds, Will County, Illinois, dated 10/27/96, and recorded 10/27/96.



R97-067952

R97-067952

R97-067952

Mary Ann Stukel
Will County Recorder
TER Fee: 114.00
R 97062631 Page 65 of 65

P.L.N. 01-05-100-008 (PART)
01-05-100-010 (PART)

EXHIBIT A
DECLARATION OF CONDOMINIUM OWNERSHIP
EASEMENTS, RESTRICTIONS AND COVENANTS
THE COVES OF HARBOR SPRINGS CONDOMINIUM
AURORA, WILL COUNTY, ILLINOIS
DECLARATION OF BY-LAWS FOR THE COVES OF HARBOR SPRINGS
CONDOMINIUM ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION



That part of Lot 56 in Harbor Springs Unit Two, being a subdivision of part of the Northwest Quarter of Section 34, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 6, 1998, as Ordinance No. 896-198376, being more particularly recorded as follows:

Commencing at the West-most Northwest corner of said Lot 56, thence South 05 degrees 25 minutes 16 seconds East along the West line of said Lot 56 a distance of 345.62 feet for a Place of Beginning, thence North 87 degrees 18 minutes 20 seconds East 163.78 feet to the East line of said Lot 56, thence Southwesterly along said East line of Lot 56, being along the arc of a curve convex to the East, having a radius of 3,630.00 feet, being a chord bearing of South 83 degrees 20 minutes 53 seconds East, a distance of 66.44 feet, thence South 85 degrees 04 minutes 26 seconds West 165.30 feet to the West line of said Lot 56, thence Southwesterly along said West line of Lot 56, being along the arc of a curve convex to the East, having a radius of 3,630.00 feet, being a chord bearing of South 85 degrees 04 minutes 26 seconds West, a distance of 66.44 feet, thence North 87 degrees 18 minutes 20 seconds East along the East line of Lot 56 a distance of 345.62 feet to the Place of Beginning, and parcel of land herein described contains 0.2610 acre, more or less, all in Will County, Illinois.

R97-067952

R97-062631

- REFERENCE SKETCHES:
- Locations shown herein are in relation to Surveyors' base engineering monument plans for Harbor Springs Units One and Two prepared by Surveyors and Engineers, L.L.P. Consulting Engineering 60106-572279-101 dated 11/27/98.
- The above survey plans reference the following bearings:
- 1) Northwest Range line of second hybrid East of Emma Creek, on the North side of 87th Street.
Bearing = 897.83
 - 2) Top of concrete base of the Northwest leg of the first high tension power tower South of 87th Street, being West of Harpersburg Road.
Bearing = 897.83
 - 3) Range line on second hybrid South of 87th Street on the West side of Harpersburg Road.
Bearing = 709.51

NOTES:

- 1. All measurements were made directly from the ground.
- 2. All measurements were made by the Surveyors and Engineers, L.L.P. Consulting Engineering.
- 3. All measurements were made by the Surveyors and Engineers, L.L.P. Consulting Engineering.

RECORDING INFORMATION

RECORDING FEE: \$114.00

RECORDING DATE: 01-05-100-008 (PART)

NO.	DESCRIPTION	AREA	VOLUME
1	Harbor Springs Unit One	0.2610	0.0000
2	Harbor Springs Unit Two	0.2610	0.0000
3	Harbor Springs Unit Three	0.2610	0.0000
4	Harbor Springs Unit Four	0.2610	0.0000
5	Harbor Springs Unit Five	0.2610	0.0000
6	Harbor Springs Unit Six	0.2610	0.0000
7	Harbor Springs Unit Seven	0.2610	0.0000
8	Harbor Springs Unit Eight	0.2610	0.0000
9	Harbor Springs Unit Nine	0.2610	0.0000
10	Harbor Springs Unit Ten	0.2610	0.0000

17. The following is a description of the Harbor Springs Condominium Association, an Illinois Not-for-Profit Corporation, as organized and existing on the date of the recording of this Declaration of Condominium Ownership, Easements, Restrictions and Covenants, and By-Laws for the Harbor Springs Condominium Association, an Illinois Not-for-Profit Corporation.

18. The Harbor Springs Condominium Association, an Illinois Not-for-Profit Corporation, is organized and existing on the date of the recording of this Declaration of Condominium Ownership, Easements, Restrictions and Covenants, and By-Laws for the Harbor Springs Condominium Association, an Illinois Not-for-Profit Corporation.

97585388

State of Illinois
Office of
The Secretary of State

Whereas,

ARTICLES OF INCORPORATION OF
THE COVES OF HARBOR SPRINGS CONDOMINIUM

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
GENERAL NOT FOR PROFIT CORPORATION ACT OF ILLINOIS, IN FORCE
JANUARY 1, A.D. 1987.

97585388

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, **do** hereby issue this certificate and attach hereto a copy of **the** Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 6TH day of AUGUST A.D. 19 97 and of the Independence of the United States the two hundred and 22ND.



George H. Ryan

Secretary of State

20x128
25

NFP-102.10
(Re Jan. 7995)

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

ARTICLES OF INCORPORATION

(Do Not Write in This Space)

SUBMIT IN DUPLICATE

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

DO NOT SEND CASH!

Date 8-6-97

Filing Fee \$50

Approved [Signature]

TO: GEORGE H. RYAN, Secretary of State

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

Article 1. The name of the corporation is: The Coves of Harbor Springs Condominium Association

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

Registered Agent John T. Thompson
First Name Middle Name Last Name
Registered Office 2500 West Higgins Road, Suite 770
Number Street (Do not use P.O. Box)
Hoffman Estates IL Cook
City ZIP Code County

Article 3: The first Board of Directors shall be 4 in number, their names and residential addresses being as follows: (Not less than three)

Director's Names	Number	street	Address City	state
<u>John T. Thompson</u>	<u>2500 West Higgins Road,</u>	<u>Hoffman Estates,</u>	<u>IL</u>	<u>60195</u>
<u>W. Michael Rhoads</u>	<u>2500 West Higgins Road,</u>	<u>Hoffman Estates,</u>	<u>IL</u>	<u>60195</u>
<u>David Branch</u>	<u>2500 West Higgins Road,</u>	<u>Hoffman Estates,</u>	<u>IL</u>	<u>60195</u>
<u>Peter Tremulis</u>	<u>2500 West Higgins Road,</u>	<u>Hoffman Estates,</u>	<u>IL</u>	<u>60195</u>

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

Administration and operation of a property owned on a condominium basis pursuant to Section 103.05(a)(25) of the General Not-for-Profit Corporation Act of 1986.

EXPEDITED

AUG 06 1997

Is this corporation a Condominium Association as established under the Condominium Property Act?
SECRETARY OF STATE ☒ Yes ☐ No (Check one)

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

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

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

NAMES & ADDRESSES OF INCORPORATORS

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

Dated July 2, 19 97.

SIGNATURES AND NAMES

1. [Signature]
Signature
John T. Thompson
Name (please print)
2. [Signature]
Signature
W. Michael Rhoads
Name (please print)
3. [Signature]
Signature
David Branch
Name (please print)
4. [Signature]
Signature
Peter Tremulis
Name (please print)
5. _____
Signature

Name (please print)

POST OFFICE ADDRESS

1. 2500 West Higgins Road
Street
Hoffman Estates, IL 60195
City/Town State ZIP
2. 2500 West Higgins Road
street
Hoffman Estates, IL 60195
City/Town State ZIP
3. 2500 West Higgins Road
Street
Hoffman Estates, IL 60195
City/Town State ZIP
4. 2500 West Higgins Road
street
Hoffman Estates, IL 60195
City/Town State ZIP
5. _____
Street

City/Town State ZIP

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

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

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

File N

FORM NFP-102.10

ARTICLES OF INCORPORATION

under the

GENERAL NOT FOR PROFIT

CORPORATION ACT

of

FILED

AUG 6 1997

GEORGE H. RYAN
SECRETARY OF STATE

SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
SPRINGFIELD, ILLINOIS 62756
TELEPHONE (217) 782-9522
782-9523

(These Articles Must Be Executed and Filed
in Duplicate)

Filing Fee \$50

C-157.10

6-1485388

THE COVES OF HARBOR SPRINGS CONDOMINIUM ASSOCIATION BUDGET

Assessments: The projected assessments are based on each unit per month. The assessment income should generate sufficient funds to maintain the level of service for the Coves of Harbor Springs Condominium Association as outlined herein. The estimated assessments are:

# of units	Unit	Sq. ft. per unit incl. garage	Total sq. ft. of all units	% of sq. ft. per unit type	Monthly Assmnt.	Annual Assmnt.
50	A	1,902	95,100	28.78%	\$103	\$61,862
33	B	1,597	52,701	15.95%	\$87	\$34,281
28	C	1,776	49,728	15.05%	\$96	\$32,348
58	D	1,801	104,458	31.62%	\$98	\$67,949
16	E	1,776	28,416	8.60%	\$96	\$18,484
185			330,403	100.00%		
Total Annual Assessment Income						\$214,324

One Time Capital Contribution

Each owner will be required to make a one time capital contribution at settlement equal to two months of the original assessment for start up working capital. The one time capital contribution will be:

A Unit	\$206	C Unit	\$192	\$35,858
B Unit	\$174	D Unit	\$196	
		E Unit	\$192	

Annual Expenses

- Management Fee:** Project management fees are based on fees charged at similar area condominium developments. \$14,430
Estimated cost \$7 per unit per month
- Legal and Audit fee** is for general legal services, and annual audit (if required), and for preparation of State and Federal income tax returns. \$2,220
Estimated cost \$1 per unit per month
- Office Supplies** includes stationery, postage for mailing of notices and general supplies \$2,220
Estimated cost \$1 per month per unit
- Building Maintenance & Repair.** Includes repair and painting of buildings, trellises, gazebo repair of common areas, light bulbs, and driveway and parking bay sealcoating on a periodic basis. \$17,760
Estimated cost \$8 per month per unit
- Snow Removal** of common driveways, service walks, and parking bays. 7 removals per season \$19,980
Estimated cost \$9 per unit per month
- Landscape Maintenance** for 7 months of mowing of common areas, entry monuments, including detention facilities, 3 fertilizer treatments, mulching, and 3 weed control applications. \$33,300
Estimated cost \$15 per unit per month
- Water and Sewer Fee:** City of Aurora \$44,400
Estimated cost \$20 per unit per month
- Insurance Premium** for hazard insurance on all structures, directors and officers. \$33,300
Liability insurance, fidelity bonds, and general liability insurance on all common areas.
Estimated cost \$15 per unit per month
- Contingency Reserve** is a source of financing for unanticipated costs. \$2,220
Estimated cost \$1 per unit per month
- Replacement Reserves** for the long term service of common areas. \$2,220
Estimated cost \$20 per unit per month

The following is an outline of the proposed allocation of the replacement reserve.

Item	Qty	Unit Cost	Total	Life Yrs	Reserve
Driveways & Parking (Repl)	185	\$1,500	\$277,500	20	\$13,875
Service Walk	185	\$750	\$138,750	40	\$3,469
Gutters/Spouts	185	\$300	\$55,500	30	\$1,850
Roof & Vents	185	\$1,100	\$203,500	20	\$10,175
Siding/Shutters	185	\$1,500	\$277,500	25	\$11,100
Landscape Replacement	185	\$100	\$18,500	5	\$3,700
Trellis/Mailboxes/Gazebo	185	\$100	\$18,500	20	\$925

Total Annual Replacement Reserve \$45,094

*** Note historical data is used to determine the life expectancy of the specific products.

Unit pricing is subject to change.

TOTAL ANNUAL EXPENSES & RESERVES \$214,924

TWENTY-NINTH
AMENDMENT TO
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS,
RESTRICTIONS AND
COVENANTS FOR THE
COVES OF HARBOR
SPRINGS CONDOMINIUM
IN AURORA, WILL
COUNTY, ILLINOIS AND
DECLARATION OF BY-
LAWS FOR THE COVES
OF HARBOR SPRINGS
CONDOMINIUM
ASSOCIATION, AN
ILLINOIS NOT-FOR-
PROFIT CORPORATION

MARY ANN STUKEL

16P

Will County Recorder
Will County

R 2000076247

Page 1 of 16

BAN Date 07/18/2000

Time 11:03:33

Recording Fee:

65.00

(The Above Space For Recorder's Use Only)

This Twenty-Ninth Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for The Coves of Harbor Springs Condominium in Aurora, Will County, Illinois and Declaration of By-Laws for The Coves of Harbor Springs Condominium Association, an Illinois not-for-profit corporation dated July 22, 1997 and recorded July 25, 1997 as Document Number R 97062631 and re-recorded August 11, 1997 as Document Number R 97067952 in Will County, Illinois (said Declaration, as amended, is hereinafter referred to as the "Declaration") is executed by Pulte Home Corporation, a Michigan corporation, licensed to do business in the State of Illinois (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, by the terms of the Declaration, Developer submitted the real estate described on the Plat attached as Exhibit A to the Declaration, located in the City of Aurora, County of Will and State of Illinois to the Condominium Property Act of the State of Illinois (the "Act") pursuant to the Declaration and designated the same as "Property" under the terms of the Declaration; and

WHEREAS, the Property is now improved with twenty-three buildings containing six units each and five buildings containing four units each and three buildings containing five units each; and

WHEREAS, pursuant to the Act, Developer has, in Article X of the Declaration, reserved the power and right from time to time to annex and add to the Property and subject to the Act, portions of the Future Development Parcel (as defined in the Declaration); and

10616
CP

WHEREAS, Developer does, pursuant to Article X of the Declaration, desire to subject to the Act, and to annex and add to the Property, that portion of the Future Development Parcel which is designated as the Twenty-Ninth Addition and is legally described on Exhibit A-1 to this Twenty-Ninth Amendment; and

WHEREAS, the real estate described as the Twenty-Ninth Addition has been improved with two buildings containing six units each so that by adding the same to the Property, the Property will now be improved with a total of thirty-three buildings, containing a total of one hundred and eighty-five Units; and

WHEREAS, Developer desires further, pursuant to Article X of the Declaration, to amend the percentage of ownership in the Common Elements allocated among the Units as set forth on Exhibit B to the Declaration in order to reflect the addition of the Twenty-Ninth Addition to the Property; and

WHEREAS, the Federal Housing Authority ("FHA") and the Veteran's Administration ("VA"), which insure mortgages on Units within the condominium have approved this Twenty-Ninth Amendment.

NOW THEREFORE, Pulte Home Corporation, as Developer under the Declaration and as legal title holder of the Future Development Parcel, for the purposes above set forth, does hereby declare that the Declaration is amended as follows:

1. The Plat attached as Exhibit A to the Declaration is hereby amended to replace Sheet 1 thereof with Amended Sheet 1 and to add to the Plat, Sheets 33 and 34, which Amended Sheet 1 and Sheets 33 and 34 are collectively attached to this Amendment as Exhibit A.

2. The real estate described as the Twenty-Ninth Addition and legally described in Exhibit A-1 to this Twenty-Ninth Amendment and all Units and improvements thereon are hereby annexed and added to the Property and are subjected to the Act.

3. Exhibit B to the Declaration, the Percentage of Ownership in Common Elements, is amended to read as Exhibit B attached to this Twenty-Ninth Amendment.

4. Except as herein specifically amended, the Declaration is ratified and confirmed in all respects. In the event of any inconsistency between this Twenty-Ninth Amendment and the Declaration, this Twenty-Ninth Amendment shall control.

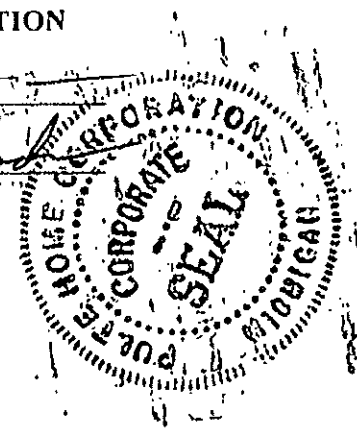
IN WITNESS WHEREOF, Pulte Home Corporation, as Developer as aforesaid, has caused its corporate seal to be affixed hereunto and caused its name to be signed hereto by its duly authorized attorneys-in-fact this 14th day of July, 2000.

PULTE HOME CORPORATION

By: 

By: 

Its: Attorneys-in-Fact



STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Mark Thomas and W. Michael Rhoads personally known to me to be the Attorneys-in-Fact of PULTE HOME CORPORATION, a Michigan corporation, 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 said instrument as Attorneys-in-Fact of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of 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 Notarial Seal this 14th day of July, 2000.

Heather Kate Procida
Notary Public

My Commission Expires:

4-14-2002



This document was prepared by:

William L. Goldbeck
Gardner, Carton & Douglas
321 N. Clark Street
Suite 3400
Chicago, Illinois 60610

And after recording to be returned to:

Adele Smyczynski
Pulte Home Corporation
2500 W. Higgins Road
Suite 770
Hoffman Estates, IL 60195

EXHIBIT A

Plat

MARY ANN S. JUEL
WILL COUNTY RECORDER
58 E. CLINTON STREET
JOLIET IL 60432

MARY ANN S. JUEL
WILL COUNTY RECORDER
58 E. CLINTON STREET
JOLIET IL 60432

EXHIBIT A-1
TO
29TH AMENDMENT

29TH ADDITION

THAT PART OF LOT 58 IN HARBOR SPRINGS UNIT TWO, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 1996, AS DOCUMENT NO. R96-109376, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST-MOST NORTHWEST CORNER OF SAID LOT 58; THENCE NORTH 44 DEGREES 31 MINUTES 07 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 58 A DISTANCE OF 14.14 FEET TO A BEND POINT; THENCE NORTH 89 DEGREES 30 MINUTES 30 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 58 A DISTANCE OF 216.55 FEET TO THE NORTHEAST CORNER OF SAID LOT 58; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 58, BEING THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 145.00 FEET, HAVING A CHORD BEARING OF SOUTH 13 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 42.35 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22 DEGREES 15 MINUTES 55 SECONDS WEST ALONG SAID EASTERLY LINE OF LOT 58 A DISTANCE OF 32.95 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE OF LOT 58, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 230.00 FEET, HAVING A CHORD BEARING OF SOUTH 11 DEGREES 54 MINUTES 36 SECONDS WEST, A DISTANCE OF 83.14 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01 DEGREE 33 MINUTES 16 SECONDS WEST ALONG SAID EASTERLY LINE OF LOT 58 A DISTANCE OF 27.10 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 01 SECONDS WEST 184.89 FEET TO THE WESTERLY LINE OF SAID LOT 58; THENCE NORTH 00 DEGREES 28 MINUTES 16 SECONDS WEST ALONG SAID WESTERLY LINE OF LOT 58 A DISTANCE OF 159.82 FEET TO THE PLACE OF BEGINNING; SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 0.8050 ACRE, MORE OR LESS; ALL IN WILL COUNTY, ILLINOIS.

EXHIBIT B
TO
TWENTY-NINTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE COVES OF HARBOR SPRINGS
CONDOMINIUM IN AURORA, WILL COUNTY, ILLINOIS
AND DECLARATION OF BY-LAWS FOR
THE COVES OF HARBOR SPRINGS CONDOMINIUM ASSOCIATION,
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

PERCENTAGE OF OWNERSHIP INTEREST
IN THE COMMON ELEMENTS

Unit	Type	Percentage of Ownership
341	A	0.58%
342	C	0.54%
343	D	0.54%
344	B	0.48%
345	D	0.54%
346	E	0.54%
351	E	0.54%
352	D	0.54%
353	B	0.48%
354	D	0.54%
355	C	0.54%
356	A	0.58%
331	A	0.58%
332	D	0.54%
333	B	0.48%
334	D	0.54%
335	C	0.54%
336	A	0.58%
321	A	0.58%
322	C	0.54%
323	D	0.54%
324	B	0.48%
325	D	0.54%
326	A	0.58%
371	A	0.58%
372	D	0.54%
373	B	0.48%
374	D	0.54%
375	C	0.54%
376	A	0.58%

Unit	Type	Percentage of Ownership
361	A	0.58%
362	C	0.54%
363	D	0.54%
364	B	0.48%
365	D	0.54%
366	A	0.58%
381	A	0.58%
382	C	0.54%
383	D	0.54%
384	B	0.48%
385	D	0.54%
386	A	0.58%
391	A	0.58%
392	D	0.54%
393	B	0.48%
394	D	0.54%
395	C	0.54%
396	A	0.58%
401	A	0.58%
402	C	0.54%
403	D	0.54%
404	B	0.48%
405	D	0.54%
406	E	0.54%
411	A	0.58%
412	D	0.54%
413	B	0.48%
414	D	0.54%
415	C	0.54%
416	A	0.58%
421	A	0.58%
422	D	0.54%
423	B	0.48%
424	E	0.54%
431	E	0.54%
432	D	0.54%
433	B	0.48%
434	D	0.54%
435	C	0.54%
436	A	0.58%

R2000076247.

Unit	Type	Percentage of Ownership
441	A	0.58%
442	C	0.54%
443	D	0.54%
444	B	0.48%
445	D	0.54%
446	A	0.58%
451	E	0.53%
452	B	0.48%
453	D	0.54%
454	B	0.48%
455	C	0.54%
456	A	0.58%
461	A	0.58%
462	C	0.54%
463	D	0.54%
464	B	0.48%
465	E	0.53%
471	A	0.58%
472	D	0.54%
473	B	0.48%
474	D	0.54%
475	C	0.54%
476	A	0.58%
511	D	0.54%
512	C	0.54%
513	B	0.48%
514	D	0.54%
515	C	0.54%
516	A	0.58%
501	A	0.58%
502	C	0.54%
503	D	0.54%
504	B	0.48%
505	C	0.54%
506	A	0.58%
481	A	0.58%
482	C	0.54%
483	D	0.54%
484	B	0.48%
485	C	0.54%
486	A	0.58%

Unit	Type	Percentage of Ownership
491	A	0.58%
492	D	0.54%
493	B	0.48%
494	D	0.54%
495	C	0.54%
496	A	0.58%
521	A	0.58%
522	C	0.54%
523	D	0.54%
524	B	0.48%
525	C	0.54%
526	A	0.58%
531	A	0.58%
532	C	0.54%
533	B	0.48%
534	D	0.54%
535	C	0.54%
536	E	0.53%
541	A	0.58%
542	C	0.54%
543	D	0.54%
544	E	0.53%
551	A	0.58%
552	C	0.54%
553	D	0.54%
554	C	0.54%
555	A	0.58%
561	A	0.58%
562	C	0.54%
563	B	0.48%
564	C	0.54%
565	A	0.58%
571	E	0.53%
572	D	0.54%
573	C	0.54%
574	A	0.58%
581	A	0.58%
582	C	0.54%
583	B	0.48%
584	E	0.53%

Unit	Type	Percentage of Ownership
591	E	0.53%
592	D	0.54%
593	C	0.54%
594	A	0.58%
601	E	0.53%
602	B	0.48%
603	D	0.54%
604	C	0.54%
605	B	0.48%
606	E	0.53%
611	A	0.58%
612	C	0.54%
613	B	0.48%
614	D	0.54%
615	C	0.54%
616	A	0.58%
621	A	0.58%
622	C	0.54%
623	B	0.48%
624	D	0.54%
625	C	0.54%
626	A	0.58%
301	A	0.58%
302	C	0.54%
303	D	0.54%
304	C	0.54%
305	D	0.54%
306	A	0.58%
311	E	0.53%
312	B	0.48%
313	D	0.54%
314	C	0.54%
315	D	0.54%
316	A	0.58%

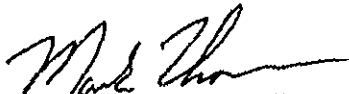
AFFIDAVIT


PULTE HOME CORPORATION (Owner), a Michigan corporation, through its duly authorized attorneys-in-fact, being duly sworn upon oath, deposes and states that, to the best of Owner's knowledge, all of that certain land legally described on Exhibit "A" which is attached hereto and made a part hereof is within the boundaries of the Oswego Community Unit School District 308.

FURTHER AFFIANT SAYETH NOT.

Dated: July 14, 2000

PULTE HOME CORPORATION,
a Michigan corporation

By: 
Its: Attorney-in-Fact

By: 
Its: Attorney-in-Fact

STATE OF ILLINOIS)
) SS
 COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
 HEREBY CERTIFY that Mark Thomas and W. Michael Rhoads
 personally known to me to be the Attorneys-in-Fact of PULTE HOME CORPORATION, a
 Michigan corporation, 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 said instrument as Attorneys-in-Fact of said corporation,
 pursuant to authority given by the Board of Directors of 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 Notarial Seal this 14th day of July, 2000.

Heather Kate Procida
 Notary Public

My Commission Expires:

4-14-2002



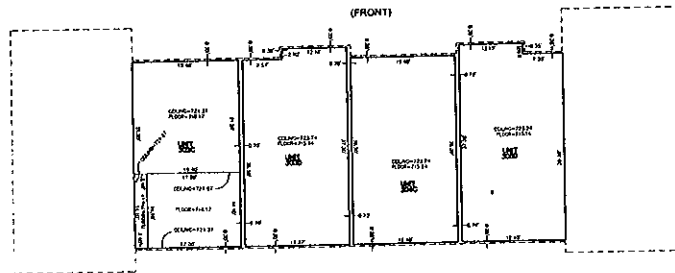
EXHIBIT A

THAT PART OF LOT 58 IN HARBOR SPRINGS UNIT TWO, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 1996, AS DOCUMENT NO. R96-109376, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

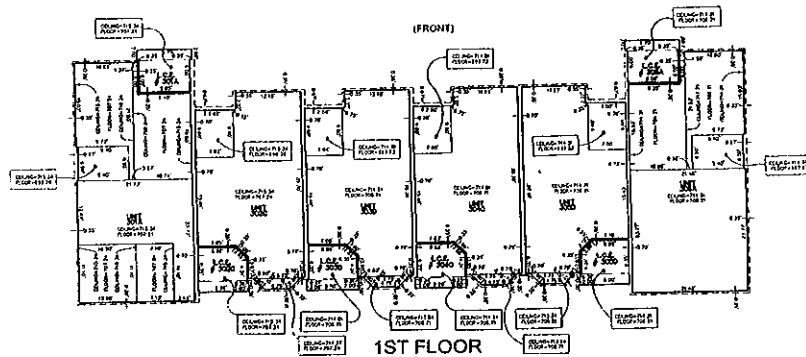
BEGINNING AT THE WEST-MOST NORTHWEST CORNER OF SAID LOT 58; THENCE NORTH 44 DEGREES 31 MINUTES 07 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 58 A DISTANCE OF 14.14 FEET TO A BEND POINT; THENCE NORTH 89 DEGREES 30 MINUTES 30 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 58 A DISTANCE OF 216.55 FEET TO THE NORTHEAST CORNER OF SAID LOT 58; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 58, BEING THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 145.00 FEET, HAVING A CHORD BEARING OF SOUTH 13 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 42.35 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22 DEGREES 15 MINUTES 55 SECONDS WEST ALONG SAID EASTERLY LINE OF LOT 58 A DISTANCE OF 32.95 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE OF LOT 58, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 230.00 FEET, HAVING A CHORD BEARING OF SOUTH 11 DEGREES 54 MINUTES 36 SECONDS WEST, A DISTANCE OF 83.14 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01 DEGREE 33 MINUTES 16 SECONDS WEST ALONG SAID EASTERLY LINE OF LOT 58 A DISTANCE OF 27.10 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 01 SECONDS WEST 184.89 FEET TO THE WESTERLY LINE OF SAID LOT 58; THENCE NORTH 00 DEGREES 28 MINUTES 16 SECONDS WEST ALONG SAID WESTERLY LINE OF LOT 58 A DISTANCE OF 159.82 FEET TO THE PLACE OF BEGINNING; SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 0.8050 ACRE, MORE OR LESS; ALL IN WILL COUNTY, ILLINOIS.

229128F/1

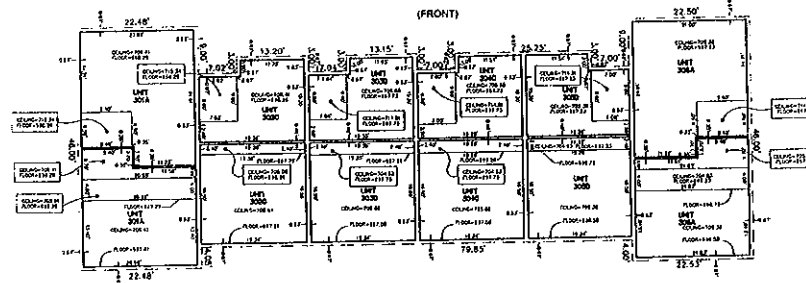
29TH. AMENDMENT TO EXHIBIT A
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
THE COVES OF HARBOR SPRINGS CONDOMINIUM
IN
AURORA, WILL COUNTY, ILLINOIS
AND
DECLARATION OF BY-LAWS FOR THE COVES OF HARBOR SPRINGS
CONDOMINIUM ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION



2ND FLOOR



1ST FLOOR



GARAGE LEVEL

NOTES:

1. THE VERTICAL PLACES OF THE UNITS SHOWN HEREON ARE FORMED BY THE INTERIOR SURFACES OF THE UNFINISHED PERIMETER WALLS AND THE EXTERIOR EXTENSIONS THEREOF.
2. THE HORIZONTAL PLACES OF THE UNITS SHOWN HEREON ARE FORMED BY THE TOP OF THE UNFINISHED FLOOR AND BY THE BOTTOM OF THE UNFINISHED CEILING. THIS LINES WITHIN UNITS INDICATE THE PLACE AT WHICH THERE IS A CHANGE IN ELEVATION OF THE FLOOR AND/OR CEILING. "L.C.E." DENOTES LIMITED COMMON ELEMENTS.
3. THE FINISHED SURFACES OF SAID UNITS AND THE PERIMETER WALLS, CEILING AND FLOOR SHALL NOT BE CONSIDERED TO BE COMMON ELEMENTS.
4. ALL DIMENSIONS SHOWN ARE TO WOOD STUD WALLS, HEREBY DEFINING UNFINISHED PERIMETER WALLS.
5. DIMENSIONS SHOWN ON EXTERIOR OF GARAGE LEVEL, ALONG DASHED LINES ARE MEASURED AROUND THE OUTSIDE SURFACE OF THE CONCRETE FOUNDATION.
6. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE FOLLOWING BENCHMARKS:

REFERENCED BENCHMARKS:

Elevations shown hereon are in relation to Benchmarks from engineering establishment plans for Harbor Springs Units One and Two prepared by Henderson and Bodwell, L.L.P. Consulting Engineering dated 9/22/98 last revised 11/27/99.

The above noted plans reference the following benchmarks:

- 1) Northwest Range ball of second hydrant East of Emma Circle, on the North side of 87th Street.
Elevation = 699.83
- 2) Top of concrete base of the Northwest leg of the first high tension power tower South of 87th Street, being West of Harmonium Road.
Elevation = 692.93
- 3) Range ball on second hydrant South of 87th Street on the West side of Harmonium Road.
Elevation = 709.51

This Plan is prepared in accordance with and is submitted in compliance with the Condominium Property Act.

State of Illinois }
County of DuPage }

We, Midwest Technical Consultants, Inc., whose Professional Land Surveying Corporation No. 50, do hereby certify that we have surveyed the building shown hereon and have placed and building both vertically and horizontally, as condominiums as shown hereon, which is a true representation of said survey and datum. All distances shown hereon are in feet and decimal parts thereof.

Drawn under my hand and seal in Harper's, Illinois, this 5th day of July, A.D. 2000.

MIDWEST TECHNICAL CONSULTANTS, INC.
ILLINOIS PROFESSIONAL LAND SURVEYING CORP. NO. 50

Bruce A. Buchenmeyer
Bruce A. Buchenmeyer, P.L.S. #2456
President



BUILDING # 30
SHEET 33

16247

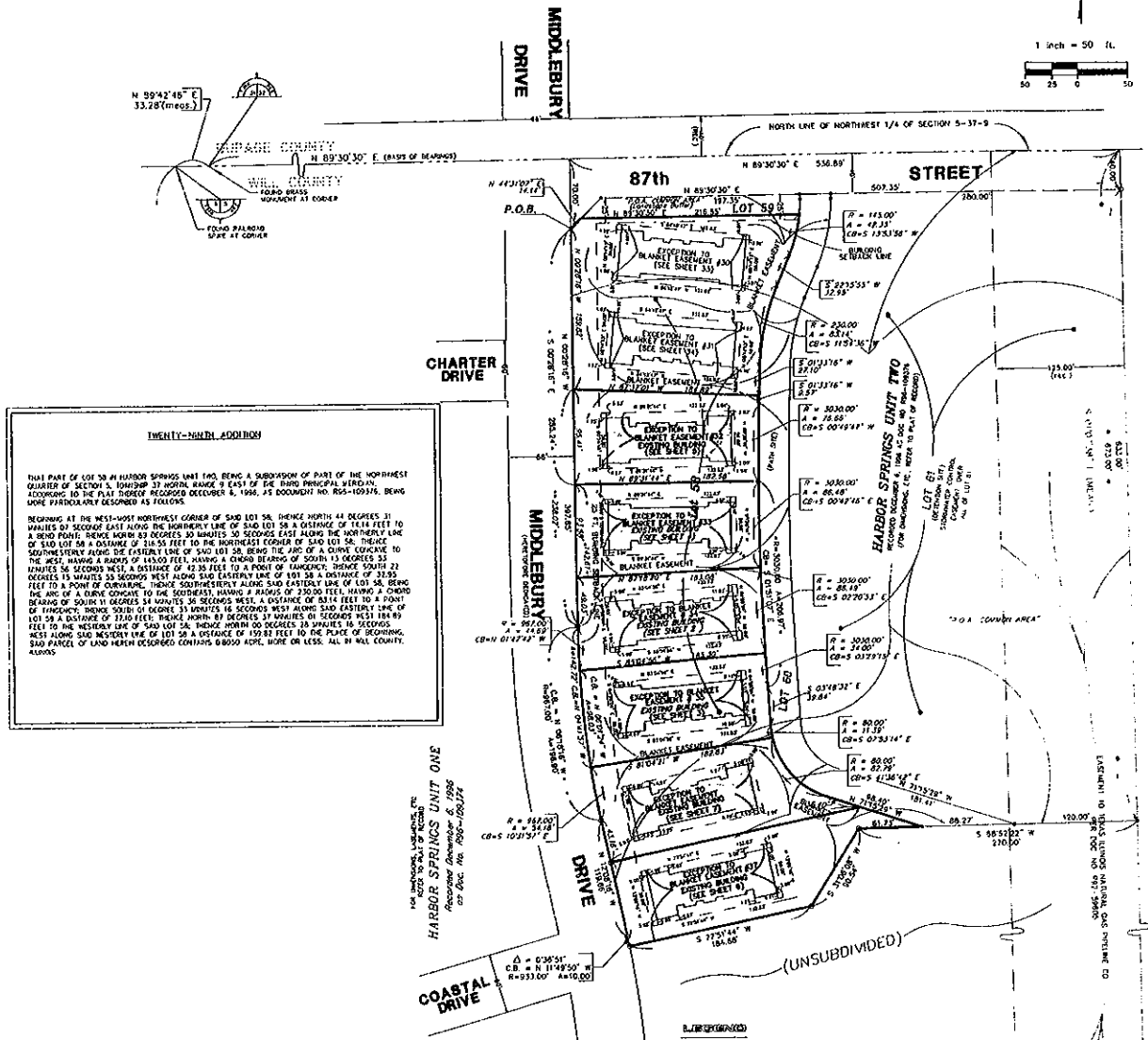
29TH AMENDMENT TO EXHIBIT A

DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE COVES OF HARBOR SPRINGS CONDOMINIUM IN AURORA, WILL COUNTY, ILLINOIS

P.I.N. 01-05-100-009 (PART)
01-05-100-010 (PART)

BASIS OF BEARINGS
ASSUMED THE NORTH LINE OF THE
NORTHWEST QUARTER
OF SECTION 5-37-9 TO BE
N 89°30'30" E

DECLARATION OF BY-LAWS FOR THE COVES OF HARBOR SPRINGS CONDOMINIUM ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION



TWENTY-FOURTH ADDITION

THAT PART OF LOT 58 IN HARBOR SPRINGS UNIT TWO, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED DECEMBER 8, 1996, AS DOCUMENT NO. 854-109376, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE WEST-MOST NORTHWEST CORNER OF SAID LOT 58, THENCE NORTH 44 DEGREES 31 MINUTES 50 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 58 A DISTANCE OF 14.14 FEET TO A BEND POINT; THENCE NORTH 83 DEGREES 50 MINUTES 50 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 58 A DISTANCE OF 316.55 FEET TO THE NORTHWEST CORNER OF SAID LOT 58; THENCE SOUTHWESTERLY ALONG THE EASTERN LINE OF SAID LOT 58, BEING THE ARC OF A CURVE COVARIANT TO THE WEST, HAVING A RADIUS OF 1400 FEET, HAVING A CHORD BEARING OF SOUTH 13 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 42.35 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22 DEGREES 15 MINUTES 28 SECONDS WEST ALONG SAID EASTERN LINE OF LOT 58 A DISTANCE OF 31.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID EASTERN LINE OF LOT 58, BEING THE ARC OF A CURVE COVARIANT TO THE SOUTHWEST, HAVING A RADIUS OF 3700 FEET, HAVING A CHORD BEARING OF SOUTH 11 DEGREES 34 MINUTES 36 SECONDS WEST, A DISTANCE OF 531.4 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01 DEGREE 31 MINUTES 16 SECONDS WEST ALONG SAID EASTERN LINE OF LOT 58 A DISTANCE OF 37.00 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 01 SECONDS WEST 184.89 FEET TO THE WESTERN LINE OF SAID LOT 58; THENCE NORTH 00 DEGREES 18 MINUTES 16 SECONDS WEST ALONG SAID WESTERN LINE OF LOT 58 A DISTANCE OF 159.87 FEET TO THE PLACE OF BEGINNING, SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 0.8050 ACRES, MORE OR LESS, ALL IN WILL COUNTY, ILLINOIS.

REFERENCE BENCHMARKS:

Elevations shown hereon are in relation to Benchmarks from engineering improvement plans for Harbor Springs Units One and Two prepared by Henderson and Bodett, L.L.P., Consulting Engineering dated 5/22/98, last revised 11/27/98.

The above noted plans reference the following benchmarks:

- 1) Northwest Range ball of second hydrant East of Emma Circle, on the North side of 87th Street.
Elevation = 699.83
- 2) Top of concrete base of the Northwest leg of the first high tension power tower South of 87th Street, being West of Normanton Road.
Elevation = 692.95
- 3) Flange ball on second hydrant South of 87th Street on the West side of Normanton Road.
Elevation = 709.51

NOTES

- 1. ALL MEASUREMENTS GIVEN FROM CONCRETE FOUNDATION.
- 2. FOR BUILDING RELATIONS AND EASEMENTS NOT SHOWN, REFER TO THE DISTRICT RECORD, QUARTERLY, MONTHLY AND LOCAL CHANGES.
- 3. COORDINATE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCE AT ONCE.



PREPARED FOR:
ALICE HAME CORPORATION
JOB NO. 228-128 DRAWN BY JF

This Plan is prepared in accordance with and is submitted in compliance with the Condominium Property Act.

State of Illinois } S.S.
County of DuPage }

WE, Midwest Technical Consultants, Inc., a Professional Land Surveyor Corporation, No. 50, do hereby certify that the Plan hereon drawn correctly shows the relationship of the bearings to the property lines of the land indicated hereon, and is a correct representation of a Survey performed at and under our direction.

Given under my hand and seal in Hawthorne, Illinois this 5th day of July, A.D. 2000.

MIDWEST TECHNICAL CONSULTANTS, INC.
A PROFESSIONAL LAND SURVEYOR CORP. NO. 50

James A. Blumenthal
James A. Blumenthal, P.L.S., 2285
President


AMENDED SHEET 1

29TH. AMENDMENT TO EXHIBIT A
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
ACT OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
THE COVES OF HARBOR SPRINGS CONDOMINIUM
IN
AURORA, WILL COUNTY, ILLINOIS

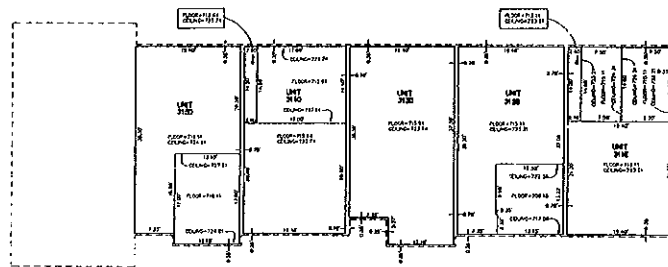
DECLARATION OF BY-LAWS FOR THE COVES OF HARBOR SPRINGS
CONDOMINIUM ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

1987 AHA STUDY
2012 County Recorder
M112 County
Page 16 of 16
Date Out: 07/18/2008 Time 11:03:23
Recording Fees: \$5.00

SCALE 1" = 10'

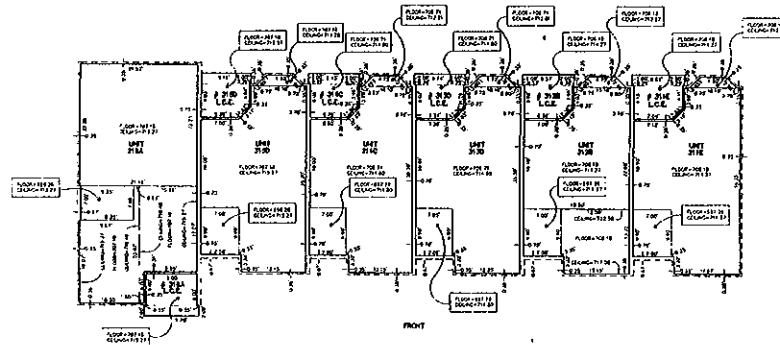


10 5 0 5

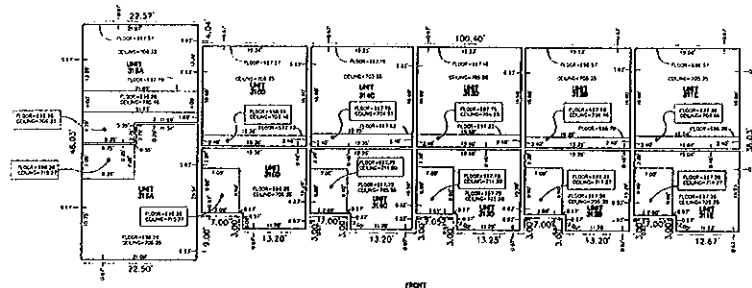


FRONT

2ND FLOOR



1ST FLOOR



GARAGE LEVEL

JOES.

1. THE VERTICAL PLACES OF THE UNITS SHOWN HEREON ARE FORMED BY THE INTERIOR SURFACES OF THE UNFINISHED PERPENDICULAR WALLS AND THE LATERAL EXTENSIONS THEREOF
2. THE HORIZONTAL PLACES OF THE UNITS SHOWN HEREON ARE FORMED BY THE TOP OF THE UNFINISHED FLOOR AND BY THE SURFACES OF THE UNFINISHED PERPENDICULAR WALLS WHICH INDICATE THE PLACE AT WHICH THERE IS A CHANGE IN ELEVATION OF THE FLOOR AND/OR CEILING "1.C."
3. SQUARES UNFINISHED CORNER ELEMENTS.
4. THE FINISHED SURFACES OF SHED ROOFS AND THE PERPENDICULAR WALLS, CEILING AND FLOOR SHALL NOT BE CONSIDERED TO BE COLUMN ELEMENTS.
5. ALL DIMENSIONS SHOWN ARE TO HANG STUDS ONLY. EXCEPT DESIGNATED UNFINISHED PERPENDICULAR WALLS.
6. DIMENSIONS DESIGNATED ON EXTERIOR OF SURFACE LEVEL ALONG DASHED LINES ARE MEASURED ALONG THE OUTSIDE SURFACE OF THE CONCRETE CORE.

REFERENCED BENCHMARKS:

Elevations shown hereon are in relation to Benchmarks from engineering improvement plans for Harbor Springs Units 1 & 2 prepared by Henderson and Bodiek, L.L.P., Consulting Engineering dated 3/22/98 last revised 11/27/98.

The above noted plans reference the following benchmarks:

- 1) Northwest flange bolt of second hydrant East of Emma Creek, on the North side of 87th Street.
(Elevation = 699.83)
- 2) Top of concrete base of the Northwest leg of the first high tension tower South of 87th Street, being West of Normanton Road.
(Elevation = 692.93)
- 3) Flange bolt on second hydrant South of 87th Street on the West side of Normanton Road.
(Elevation = 709.51)

This Plot is prepared in accordance with and is submitted in compliance with the Condominium Property Act

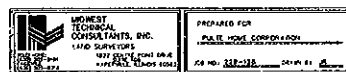
State of Wisconsin)
) ss.
County of Outagamie)

We, Midwest Technical Consultants, Inc., a Professional Land Surveying Corporation No. 50, do hereby certify that we have surveyed the survey shown herein and have shown said building both vertically and horizontally, as condominiums as shown herein, which is a true representation of said survey and division. All distances shown herein are in feet and decimal parts thereof.

Given under my hand and seal in Hagerville, Minn., this 5th day of
July A.D. 2000.

UNIMEST TECHNICAL CONSULTANTS, INC.
MEMPHIS PROFESSIONAL LAND SURVEYING CORP NO 50

3. Bruce A. Bruckheimer
Bruce A. Bruckheimer, 1015 S. 24th St.
Phoenix, AZ 85034



BUILDING # 31
SHEET 34