

MARY ANN STUKEL 38P R 2004187046
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**AMENDED AND RESTATED
DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE
TUTTLE ESTATES COMMUNITY
ASSOCIATION**

TUTTLE ESTATES COMMUNITY ASSOCIATION

**VILLAGE OF PLAINFIELD
WILL COUNTY, ILLINOIS**

**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR TUTTLE ESTATES COMMUNITY
ASSOCIATION**

This Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions for the Tuttle Estates Community Association is made this 8th day of October, 2004, by WISEMAN-HUGHES ENTERPRISES, INC., an Illinois Corporation, (hereinafter referred to as "Developer or Declarant").

WITNESSETH:

WHEREAS, by a Declaration of Easements, Covenants, Conditions and Restrictions (the "Declaration") recorded in the office of the Recorder of Deeds of Will County, Illinois, as Document No. R2003185763, the Developer submitted certain property and common area described in Exhibits A and B to the provisions of said Declaration; and

WHEREAS, the Declaration reserves to the Developer and Declarant (as defined in Articles III and VIII of the Declaration) the right to annex and add additional property and common area to the Declaration and to amend, modify or delete any section or portion thereof of the Declaration; and

WHEREAS, the Developer now desires to so annex and add to said Property and Common Area and submit same to the provisions of the Declaration certain real estate (the "Added Property"), described in Exhibits A and B to this Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions attached hereto; and

WHEREAS, the Developer, Declarant, and Board of Directors of the Tuttle Estates Community Association have determined that the aforesaid Declaration of Easements, Covenants, Conditions and Restrictions for the Tuttle Estates Community Association needs to be amended and restated so as to insure the high quality and character of the Tuttle Estates Community and to comply with applicable statutes, regulations, and guidelines of governmental agencies and other public, quasi-public, or private entities which perform functions similar to governmental agencies by attending and restating the Declaration of Easements, Covenants, Conditions and Restrictions for the Tuttle Estates Community Association for Tuttle Estates; and

WHEREAS, it has been determined that the most efficient manner of amending said Declaration is to restate the entire Declaration and Exhibits; and

WHEREAS, this Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions for the Tuttle Estates Community Association supersedes and replaces the aforesaid Declaration;

NOW THEREFORE, WISEMAN-HUGHES ENTERPRISES, INC. declares that the Declaration of Easements, Covenants, Conditions and Restrictions for the Tuttle Estates Community Association shall be amended and restated in its entirety as hereinafter set forth.

ARTICLE I

GENERAL PURPOSES OF THIS DECLARATION

The Property is subjected to the Covenants hereby declared to insure proper use, administration and maintenance of certain open areas, storm water detention or retention areas and any structures appurtenant thereto, entry monuments, landscaped easements, and such other Common Areas described in Exhibit B or otherwise designated by the Board of Directors for the benefit of the Property and each owner thereof; and to promulgate such rules and regulations and use restrictions as the Members and Board deem appropriate so as to assure the harmonious inter-relationship of the Owners and to protect the respective values of the Property.

ARTICLE II

DEFINITIONS

The following words and terms when used in this Declaration will be defined as follows:

2.01 ASSOCIATION: TUTTLE ESTATES COMMUNITY ASSOCIATION, an Illinois not-for-profit corporation, its successors and assigns.

2.02 PROPERTY: Shall mean and refer to the real estate described on Exhibits A and B, attached hereto and by this reference made a part hereof, which is subject to the provisions of this Declaration and such additions thereto as may hereinafter be brought within the jurisdiction of the Association and/or Declarant as provided herein or by operation of statute.

2.03 COMMON AREA: Property described in Exhibit B (as amended from time to time) consisting of open areas and any improvements thereon, storm water detention or retention areas and any structures appurtenant thereto, median islands, entry monuments, landscaped easements and any other area designated by Declarant or Board as Common Area for the common use and enjoyment of the owners.

2.04 COMMON EXPENSES: The expenses of administration (including management and professional services), maintenance, operation, repair, replacement, and landscaping of the Common Area; the costs of additions, alterations, or improvements to the Common Area, the cost of insurance required or permitted to be obtained by the Board under Article V; utility expenses for the Common Area, if any; any expenses designated as common expenses by this Declaration or the By-Laws, and any expenses that the Board of Directors of the Association shall determine to be necessary or desirable to meet the primary purpose of the Association.

2.05 DECLARANT: WISEMAN-HUGHES ENTERPRISES, INC., an Illinois corporation, and its successors and assigns, whether such succession or assignment applies to all or any part of the Property.

2.06 LOT: That portion of the Property shown on recorded subdivision plat or plats of the Property, improved or intended to be improved with one or more dwellings as herein described.

2.07 DWELLING: Single family detached home as defined in the Village of Plainfield Zoning Regulations and Ordinances for the Tuttle Estates Subdivision.

2.08 MEMBER OR MEMBERSHIP: Shall mean and refer to any person or entity who is the owner of the property described in Exhibit A pursuant to the terms of Article 4.03 of this Declaration.

2.09 OWNER: The record holder of fee simple title to any Lot or Dwelling on the Property, whether such Owner shall be one or more persons or entities, the beneficiary or beneficiaries of a trust, shareholder of a corporation, or a partner of a partnership, but excluding those persons or entities having any interest merely as security for the performance of an obligation.

2.10 BOARD OF DIRECTORS: The Board of Directors or any Individual member of said Board of the Tuttle Estates Community Association.

2.11 TURNOVER DATE: The date on which any one of the following shall first occur:

(a) Thirty days after Declarant has conveyed all the lots in Tuttle Estates to purchasers for value;

(b) The expiration of seven (7) years from the date of the recording of this Declaration or any Amendment thereto;

(c) The date designated in written notice from the Declarant to all of the Owners as being the Turnover Date which may be earlier than the date specified in a or b above.

2.12 VILLAGE OF PLAINFIELD: The Village of Plainfield, an Illinois Municipal Corporation, or any other political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Village of Plainfield as of the date of the recording of this Declaration.

2.13 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article IV.

2.14 PUBLIC AREA/PARK DISTRICT: The property described in Exhibit E shall be conveyed by Declarant to the Plainfield Park District pursuant to the provisions set forth in the enabling Ordinances and Annexation and amended Agreements for Tuttle Estates to be used and maintained by them as they see fit for their intended purposes as storm water detention areas and public open space

and which property is not subject to the provisions of this Declaration. Such use and maintenance may include the periodic controlled burning of prairie grasses and weeds.

ARTICLE III **PROPERTY SUBJECT TO THIS DECLARATION**

3.01 EXISTING PROPERTY: The Property which is and shall be held, occupied, sold and conveyed subject to this Declaration is located in the Village of Plainfield, Will County, Illinois, and is more particularly described in Exhibit A attached hereto. Declarant intends to develop the Property into Residential subdivisions known as Tuttle Estates, Units I and II (sometimes hereinafter collectively referred to as "Tuttle Estates").

3.02 ANNEXATION BY OWNERS: Additional property may be annexed to this Declaration but such annexation shall require the assent of two-thirds (2/3rds) of the Members of the Association. Any Property so annexed must be subject to the Declaration of Covenants, Conditions and Restrictions compatible with those established for the Property. Notwithstanding the foregoing, any such Declaration need not conform exactly to the terms of this Declaration but may contain such additions, deletions or modifications as are compatible with the terms of this Declaration as determined by the Board.

3.03 ANNEXATION BY DECLARANT: The Declarant hereby reserves to itself and its successors and assigns the right to annex additional property to this Declaration, without the assent of the other Members of the Association. Any Property so annexed must be subject to the Declaration of Covenants, Conditions and Restrictions compatible with those established for the Property. Notwithstanding the foregoing, any such Declaration need not conform exactly to the terms of this Declaration but may contain such additions, deletions or modifications as are compatible with the terms of this Declaration as determined by the Declarant.

ARTICLE IV **THE ASSOCIATION**

4.01 THE ASSOCIATION: Declarant shall cause the Association to be incorporated as a not-for-profit corporation. The Association shall be the governing body for all of the Owners and for the administration and operation of the Property as provided in this Declaration and the By-Laws. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all Owners and their respective successors and assigns.

4.02 POWERS, DUTIES AND RESPONSIBILITIES: The Association is created to carry out the purpose of this Declaration of Easements, Covenants, Conditions and Restrictions. In order to carry out that purpose, the Association shall be the governing body for all of the owners and beneficiaries of title-holding land trusts of Lots in Tuttle Estates. Its powers, duties and responsibilities shall include but are not limited to the following:

(a) To provide for the highest standards of maintenance and upkeep of the property, common area and screen planting easements and to establish and promote the desired quality and character of

Tuttle Estates;

(b) To receive property of every kind, whether real or personal, and to administer and apply such property and the income there from exclusively for the benefit and purposes of the Association.

(c) To receive any gift, bequest, or devise of any property for any purpose specified by the donor or testator or for any of the purposes of the Association;

(d) To provide for the maintenance, repair or replacement of any of the following in Tuttle Estates:

- i. All storm water retention or retention areas and any structures appurtenant thereto;
- ii. All entrance monuments and gates and any accompanying landscaping, vegetation, grass and fencing;
- iii. All vegetation planted by the Declarant or Association, within the landscape easements and common areas;
- iv. Any fences located within landscape easements and common areas which were installed by the Declarant or the Association;
- v. Any property owned or leased by the Association;

(e) To provide for a general fund to enable the Association to exercise its powers, duties, and responsibilities as delineated in the Articles of Incorporation, this Declaration and its By-Laws by levying an annual assessment and or special assessment;

(f) To enforce any lien for non-payment of any assessment;

(g) To take any action necessary to effectuate the purposes of this Declaration, including but not limited to, the enforcement of Use Restrictions and Rules and Regulations promulgated by the Association.

4.03 MEMBERSHIP:

(a) From and after the Turnover Date, there shall be only one class of membership in the Association. The Owner of each Lot shall be a member of the Association. There shall be one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within ten (10) days after such change.

(b) One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the record Ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated

by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Lot as the Voting Member for such Lot.

4.04 THE BOARD: From and after the Turnover Date, the Board shall consist of three (3) individuals, each of whom shall be an Owner or a Voting Member, or both. Members of the Board of Directors shall be elected at each annual meeting of the Owners as provided in the By-Laws.

4.05 CLASSES OF VOTING: The Association shall have two classes of voting Membership.

Class A. Class A Members shall be those Owners as defined in Article 4.03, other than the Declarant, except as Declarant may qualify for Class A Membership as provided herein. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership under Article 4.03. When the Ownership of any one Lot is held by more than one person or entity, all such persons or entities shall be Members and the vote for such Lot shall be exercised among them, but in no case shall there be allowed more than one vote for any one Lot.

Class B. Class B Membership shall be held by the Declarant. The Class B Member or Members shall be entitled to four votes for each Lot in which it holds the interest required for Membership under Article 4.03, provided that Class B Membership shall cease and be converted to Class A Membership upon the happening of the first of the following events:

1. When the total votes outstanding in Class A Memberships equal the total number of votes outstanding in Class B Membership; or
2. Seven (7) years from the date hereof.

4.06 MANAGING AGENT: The term of any management agreement shall not exceed three years and shall be terminable for cause by the Association on thirty (30) days' written notice and without cause or payment of a termination fee by either party on sixty (60) days' written notice.

4.07 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor the officers of the Association whether elected or designated by the Declarant shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, administrative, or other, in which any such director or officer may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not

be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

ARTICLE V INSURANCE

5.01 LIABILITY INSURANCE: The Board shall also have the authority to and shall obtain comprehensive public liability insurance including liability for injuries to and death of persons and property damage in such limits as it shall deem desirable and Workmen's Compensation Insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its offices, members of the Board, the Declarant, and their respective employees and agents, from liability in connection with the Common Areas and ingress and egress on thereof; and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their claims of one or more insured parties against other insured parties. The premiums for such insurance shall be Common Expenses.

ARTICLE VI ASSESSMENTS

6.01 CREATION OF LIEN AND PERSONAL OBLIGATION: Each Owner of a Lot, except the Declarant, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Association such assessments or other charges or payments as are levied pursuant to the provisions of this Declaration. Such assessments, or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, or other charge or payment, together with such interests and costs, shall also be the personal obligation of the Owner of such Lot at the time when the assessment or other charge or payment becomes due.

6.02 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively for the purposes of maintaining the Common Area providing buffering, entryway and subdivision identification, on a continuous basis, in accordance with the final engineering plans for the Property and the ordinances of the Village of Plainfield relating thereto as amended from time to time, to administer the affairs of the Association, and to pay the Common Expenses.

6.03 ANNUAL ASSESSMENT: Each year the Board shall furnish each Owner with a proposed budget for the ensuing calendar year, which shall show the following, with reasonable explanations and itemizations:

- (a) The estimated Common Expenses;

- (b) The estimated amount, if any, to maintain adequate reserves for Common Expenses;
- (c) The estimated net available cash receipts from sources other than assessments, including, without limitation, receipts from any leases, licenses or concessions;
- (d) The amount of the "Annual Assessment", which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above, minus excess funds, if any, from the current year's operation.

6.04 PAYMENT OF ANNUAL ASSESSMENT AND CAPITAL CONTRIBUTION:

(a) On or before the 1st day of February of the calendar year for which the annual assessment is assessed, each Owner of a Lot, except the Declarant, shall pay to the Association that portion of the annual assessment which is payable by such Owner.

(b) The initial assessment for all the Lots shall begin the first day of the month following the issuance of a certificate of occupancy on any Lot or Dwelling by the Village of Plainfield. All annual assessments shall be due in one installment for the year in which they are assessed unless otherwise designated by the Board.

(c) Declarant, its successors or assigns shall collect at the closing for each Lot the Capital Contribution as herein described together with the prorated annual assessment as described in (b) above.

6.05 CAPITAL CONTRIBUTION: Upon the closing of the sale of each Assessable Lot to a purchaser for value, the purchasing Owner shall make a non-refundable working Capital Contribution to the Association in the amount of \$250.00. Changes in the amount of the Capital Contribution shall be determined by the affirmative vote of two-thirds (2/3) of the Board of Directors of the Association provided in this Declaration and the By-Laws of the Association which amount shall be held and used by the Association for its working capital needs.

6.06 SPECIAL ASSESSMENTS:

(a) Special assessments may be levied by the Association to defray the expense, in whole or in part, of any capital improvement or unforeseen expenses. Such capital improvements shall include the construction, reconstruction or unexpected repair or replacement of any capital improvements on the Common Area; or other improvements required pursuant to this Declaration.

(b) Whenever the Board of Directors shall determine there exists a need for levying a special assessment as herein provided, the Board of Directors shall adopt a resolution setting forth the needed amount, period of payment and due date or dates for the proposed special assessment. All special assessments must be approved by a majority vote of the Voting Members of the Association. Such vote shall be taken at a meeting called by the Board of Directors for that purpose.

(c) Allocation of Assessments: Regular annual Capital Contributions and special assessments must be fixed at a uniform rate for all Lots except as may otherwise provided in this

Declaration. Any assessment and any installment thereof provided for herein shall commence on the Lot on the due date for such assessment following the conveyance, or transfer for lease of such Lot by the Declarant.

6.07 CAPITAL RESERVE: The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Common Areas (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Areas and property owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Areas or the purchase of property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by special assessment or out of the Annual Assessment as provided in the budget. Each budget shall disclose that portion of the Annual Assessment which shall be added to the Capital Reserve and shall also disclose (i) which portion thereof is for capital expenditures with respect to the Common Areas and (ii) which portion thereof is for capital expenditures with respect to property owned or to be owned by the Association. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Areas shall be held by the Association as agent and trustee for the Owners. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to property owned or to be owned by the Association shall be deemed to have been funded by Capital Contributions to the Association by the Owners.

6.08 NONPAYMENT OF ASSESSMENT:

(a) Any assessments, Regular, Annual, Special or Capital Contribution, which are not paid on the due date, shall be delinquent. Such delinquency shall be a continuing lien and an equitable charge running with the land touching and concerning said Lot so assessed, held by the then Owner or Owners, his heirs, devisees, personal representatives, assigns, successors and grantees.

(b) Should title to any Lot be held by more than one Owner, all Owners shall be jointly and severally liable. The lien shall attach to all rents due from parties in possession on any Lot on which a delinquent assessment exists, provided that it shall be subordinate to a mortgage held by a mortgagee when delivered in connection with a first mortgage loan to purchase any Lot.

(c) Should any assessment remain unpaid thirty (30) days after it has become delinquent, such assessment shall bear interest at eighteen (18%) percent per annum.

(d) The Association may recover any delinquent assessments by bringing an action at law or in equity (including forcible entry and detainer) against the then Owner personally obligated to pay the same or foreclose the lien against the Lot. Such recovery shall include interest, costs and reasonable attorneys' fees incurred in connection with any such action.

(e) The enforcement of liens or charges shall be limited to a period of twenty-five (25) years.

(f) The venue for all actions at law provided for in this Article VI shall be in Will County, Illinois. The persons in possession of any Lot shall be authorized to accept summons on behalf of the Owner or Owners of such Lot.

(g) No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Lot.

6.09 SUBORDINATION OF LIEN: The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage or first trust deed placed upon the Lot for the purpose of purchasing same. Such automatic subordination shall apply only to the assessments, which arise subsequent to the lien of the first mortgage or first trust deed. The sale or transfer of any Lot pursuant to a decree of foreclosure under such first mortgage or first trust deed, or any proceeding or conveyance in lieu thereof, shall not extinguish the lien of such assessments, which have become due and payable prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments or installments thereafter becoming due.

ARTICLE VII USE RESTRICTIONS

7.01 SINGLE FAMILY: All Lots on the Property shall be used for single family residential purposes only; except that Declarant reserves the right to use Lots and Dwellings for construction and sales offices, display or storage purposes.

No vehicle, outbuilding or other structure other than a Dwelling, as defined herein, shall be used as a residence, either temporarily or permanently, on any part of the Property.

7.02 STORAGE ON THE PROPERTY: No boat, commercial vehicle, airplane, trailer, house trailer or motorized recreational vehicle shall be stored permanently or temporarily in the open on any of the Property, except that the operable conventional passenger vehicles of the Owner, their tenants and guests, shall be permitted to be parked on the Owner's respective driveway or driveway easement.

7.03 ACCESSORY BUILDINGS

a. Wood storage sheds may be allowed. Colors must match existing house and trim colors. Size may not exceed 10' x 10' (100 sq. ft.). Allowable rooflines for a storage shed are hip and gable types to be fully shingled with matching color from residence.

b. Accessory buildings shall be set back from the interior side lot line, according to the current Village ordinance.

7.04 ABOVE GROUND POOLS: Above ground pools may not be higher than 2 feet above ground. It will be required that the remainder of the pool be dug into the grade. Any sidewalls of the pool unable to be submerged into the ground due to a walkout or garden condition will require landscape screenage to the full height of the pool wall.

7.05 CONDITION OF PROPERTY: The Property shall be kept free and clear of all rubbish, debris and all other unsightly materials, and no waste shall be permitted thereon. All rubbish, trash or garbage shall be kept indoors so as not to be seen from neighboring Lots or streets and shall be regularly removed from the Property and shall not be allowed to accumulate thereon.

7.06 DRIVEWAYS AND PARKING AREAS: After the initial installation by Declarant, its successor or its agent, driveways or parking areas may not be extended or built beyond the sideyard building setback line without the written authorization of the Community Association and the adjacent property owner and in addition is subject to the then governing municipal ordinances pertaining thereto.

7.07 ADVERTISING AND SIGNS: No advertising signs or political signs, billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on the Property except:

(a) Signs and billboards used by Declarant during the construction and sale of Units;
and

(b) Not more than one "For Sale" or "For Rent" sign of not more than three (3) square feet displayed by an Owner on his Lot. This sign shall be subject to Board approval.

7.08 NOXIOUS OR OFFENSIVE ACTIVITY: No noxious or offensive activity shall be conducted upon any of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without in any way limiting the effect of the foregoing, the following activities are specifically prohibited:

(a) The burning of refuse (except as the burning of leaves may be permitted by ordinance of the appropriate municipal authority).

(b) The maintenance of exterior television or radio antennas, satellite dishes, poles, wires, rods or other devices in connection with the reception or transmission of any television, radio or other electrical signal which are visible from the Street. Satellite dishes, which do not exceed 18" in diameter, may be installed subject to Board approval provided they are sufficiently screened or camouflaged by landscaping or some other appropriate method.

7.09 FENCES: The erection or maintenance of chain link fencing or chain link dog runs shall be expressly prohibited. Board approval may be granted for fences under the following circumstances:

For lots designated as "Fence Restricted Lots". See Exhibit F;

Board approval may be granted for fences not exceeding four feet in height consisting of black wrought iron type material on those lots adjacent to certain common areas and listed on Exhibit F of this declaration.

For lots not designated as "Fence Restricted Lots";

Other fencing may be permitted subject to board approval and the ordinances of the Village of Plainfield.

Owners must submit a written request consisting of a pictured rendering of the style and location of the fence to be erected and obtain board approval for same after closing but prior to construction and are responsible for complying with existing municipal ordinances regarding fencing. Further, owners are responsible for the restoration of all drainage and landscaping damaged by their agent or

contractor. No fences may be installed prior to issuance of the final grading certification by the municipality.

7.10 RULES AND REGULATIONS: The Board shall adopt such other rules and regulations from time to time governing the use and enjoyment of the Property, Common Area and Common Facilities as the Board of Directors of the Association in its sole discretion, deems appropriate or necessary.

ARTICLE VIII MODIFICATIONS OR TERMINATION

8.01 MODIFICATION: From and after the Turnover Date this Declaration may be modified by an instrument in writing setting forth such modification, signed by the Owners having at least two-thirds (2/3rds) of the total vote, and certified by the Secretary of the Board; provided, however, that all lien holders of record have first been given ten (10) days' written notification by certified mail of such modification, and an affidavit by said Secretary certifying to such mailing is a part of such instrument. This Declaration may not be modified, however, to delete the obligation of the Association to maintain the Common Area without the express written approval of the Village of Plainfield.

8.02 RECORDATION: Any modification shall not be effective until such instrument is duly recorded in the Office of the Recorder of Will County; provided, however, that no provision in this Declaration may be modified in such manner or so as to conflict with any State statute.

8.03 MODIFICATION BY DECLARANT: Declarant shall have the right to amend, modify or delete any Section or portion thereof of this Declaration at any time prior to the conveyance of the last Lot or Unit within the Property. At the time of such amendment, modification or deletion Declarant shall file such document in the Office of the Recorder of Will County and send notice of said Amendment to the Department of Development for the Village of Plainfield and to all Owners of the Lots within the Property. Thereafter, said amendment, modification or deletion shall be in full force and effect and binding on the Property.

8.04 TERMINATION: This Declaration shall terminate and be of no further force or effect if the Common Area is conveyed to a municipal corporation including, but not limited to, Village of Plainfield or Plainfield Township Park District, any other Owners' Association located on the Property, the acceptance of maintenance by the Owners of the balance of the Property or other special district exercising jurisdiction. No transfer of the Common Area shall occur without the approval of the Village of Plainfield. Said transfer shall become effective upon recordation of a Deed and/or a Bill of Sale in the Office of the Recorder of Will County, Illinois.

ARTICLE IX VILLAGE OF PLAINFIELD

9.01 VILLAGE OF PLAINFIELD: Until termination as called for in Article VIII of this Declaration, the following covenants and provisions are intended to inure to the benefit of the Village of Plainfield, an Illinois Municipal Corporation (hereinafter "Village"), its successors and assigns, and it is specified and provided as follows:

(a) The Village is granted a perpetual easement right and privilege to enter upon the Common Area for the purpose of performing any of the maintenance duties or other obligations of the Association relating to the Common Area including anything resulting in either the continuation or creation of a nuisance or in the enforcement to comply with any ordinance, statute, law or this Declaration.

(b) Upon the failure of the Association to perform any of its maintenance duties or other obligations relating to the Common Area resulting in either the continuation of or creation of a nuisance, or in the event of any violation of any ordinance, statute, law or this Declaration, upon written notice to the duly authorized agent of the Association or to any officer or director thereof, and the continued failure of the Association to perform such duties or obligations, or to comply with such ordinance, statute or law, within ten (10) days after the mailing of such notice, the Village shall have the right, but not the obligation, to enter upon the Common Area to correct or eliminate such nuisance or nuisances or the violation of such ordinance, statute or other law, provided, however, that no notice shall be required in case of the existence of an emergency determined in good faith by any Village official. The cost of such work, and all expenses incurred by the Village in connection with any proceedings to enforce its rights hereunder, including court costs and attorneys' fees, together with interest thereon at 10% per annum, shall be a lien upon the Common Area as well as a lien against the Lot of each Owner upon perfection of such lien by recording with the Recorder of Will County, and shall be assessed against each Owner and each Member of the Association, and the Village shall also have the right to file suit against such Owners and Members, or any of them, in any court of competent jurisdiction to enforce its rights hereunder. Any such lien shall be subordinate to the lien of any first mortgage on any Lot, but the enforcement of such lien shall not be cause for acceleration of the debt secured by, or foreclosure of, any such first mortgage.

(c) Upon the continuing default by the Association in the performance of its duties and obligations under the terms of this declaration and upon notice by the Village of Plainfield of a material breach thereof the Village may "activate" the "dormant" Special Service Area Tax hereto established in accordance with the terms of the Annexation Agreement for the Tuttle Estates Subdivision and undertake to perform said duties and obligation with the proceeds of said tax.

ARTICLE X GENERAL PROVISIONS

10.01 SEVERABILITY: If any provision of the Declaration or By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

10.02 EXISTENCE OF DECLARATIONS: Each of the options, privileges, covenants or rights created by this Declaration, or otherwise, shall continue for the initial period of thirty (30) years from the date of the first recordation in the Office of the Recorder of Will County and thereafter for successive periods of twenty-five (25) years each.

10.03 RIGHTS AND OBLIGATIONS: Each grantee of Declarant by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, 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 any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this paragraph or described in any other part of this Declaration or the By-Laws shall be sufficient to convey, create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Lot Ownership as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

10.04 LIBERAL CONSTRUCTION: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

10.05 LOT OWNERSHIP IN TRUST: In the event title to any Lot Ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries there under 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 Lot. 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 Lot Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot Ownership.

10.06 POWER AND AUTHORITY OF DECLARANT: Until such time as the last Lot in the Association is conveyed by Declarant or upon transfer to the Association of the rights set forth in Article IV of this Declaration, the Declarant shall exercise any and all of the powers, rights, duties and functions of the Board.

10.07 COVENANT IN EVENT OF DISSOLUTION OF ASSOCIATION: All Owners hereby covenant and agree that in the event the Association herein provided for shall be dissolved, all obligations for the maintenance of the Common Area shall remain in full force and effect until terminated pursuant to Article VIII and shall devolve upon and be the joint and several obligation of the Owners.

10.08 SIGNIFICANT LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by or in the name of the Association without first holding a special meeting of the Members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the Voting Members to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the By-Laws or rules and regulations adopted by the Board (including, without limitation, an action to recover Assessments or to foreclose a lien for unpaid Assessments) or (b)

counterclaims brought by the Association in proceedings instituted against it.

10.09 CAPTIONS: All articles and section headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration.

10.10 REMEDIES AND BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS:

(a) **Default:** In the event of any default of any Owner under the provisions of this Declaration, By-Laws or rules and regulations of the Board or any amendment thereof, the Board shall have each and all of the rights which may be provided for in this Declaration, By-Laws or rules and regulations, or which may be available at law or in equity and may prosecute any action or other proceeding for enforcement of any lien or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies or for any other relief. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees expenses, shall be charged to and assessed against such defaulting Owner.

(b) **No Waiver of Rights:** The failure to enforce any right, provision, covenant or condition which may be granted by this Declaration, By-Laws or the rules and regulations of the Board shall not constitute a waiver of the right or of continuing right to enforce such a right, provision, covenant or condition in the future, irrespective of the number of violations, defaults or breaches which may occur.

(c) **Remedies Cumulative:** All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, By-Laws or rules and regulations of the Board of the Association, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the Association thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to the Association at law or in equity.

10.11 LIST OF ADDRESSES OF OWNERS: Each Owner of a Lot in the Tuttle Estates Subdivision shall file the correct mailing address of such Owner with Declarant, or its agents, successors or assigns, and shall notify Declarant, or its agents, successors or assigns, promptly in writing of any subsequent change of address. Declarant, or its agent, successors or assigns, shall maintain a file of such addresses. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner of any last address filed by such Owner with Declarant, or its successors or assigns, shall be sufficient and proper notice to such Owner whenever notices are required in this Declaration.

10.12 ASSIGNMENT BY DECLARANT: At any time or times, Declarant may assign any or all of its rights conferred on it as set forth in this Declaration and upon its execution of any assignment by Declarant, it shall be relieved from any liability arising from the performance or non-performance of such rights or obligations.

10.13 DECLARANT'S RESERVED RIGHTS: Notwithstanding anything herein to the contrary, the Property described in Exhibits A and B shall be subject to:

(a) The right of the Declarant to execute all documents and do all other acts and things affecting the Property which, in the Declarant's opinion, are desirable in connection with Declarant's rights hereunder, provided any such document or act or thing is not inconsistent with the property rights of any Owner or of the Association.

(b) Easements of record on the date hereof, the easement hereby granted to the Village of Plainfield in Article IX, and any easements which may hereafter be granted by Declarant to any public utility or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewer and water pipes, cable TV or any other utility services serving any Lots or Common Area.

10.14 VARIATIONS: Declarant, or its successors or assigns, shall have the right to enter into agreements with the Owners of any Lot or Lots, (without the consent of Owners of other Lots or adjoining or adjacent property) to vary any and all of the above covenants set forth in this Agreement, provided that, in the sole discretion of Declarant, there are practical difficulties or particular hardships evidenced by the petitioning Owner, and any such deviations (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular covenant involved or any other covenant as to the remaining Property.

IN WITNESS WHEREOF, WISEMAN-HUGHES ENTERPRISES, INC., an Illinois corporation, as owner of record of all of the Lots in Exhibits A, B, and E and as Declarant, has caused this instrument to be executed by its President, attested by its Secretary, and its corporate seal to be hereto affixed, on the day and year first above written.



WISEMAN-HUGHES ENTERPRISES, INC.,
an Illinois corporation

By: James P. Hughes
President

ATTEST:

John Kulczewski
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that James P. Hughes, personally known to me to be the President of WISEMAN-HUGHES ENTERPRISES, INC., an Illinois corporation, and John Kulczewski, personally known to me to be the Secretary of said Corporation, and 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 severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary 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 8th day of October, 2004

Dyani Dohlen
Notary Public

My Commission Expires:

5/8/06



EXHIBIT A

**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TUTTLE ESTATES COMMUNITY ASSOCIATION**

PROPERTY SUBJECT TO THIS DECLARATION

Unit 1

Lots 1 through 109, 134 through 141, 175 through 215 and 246 through 248 in Tuttle Estates-Unit One, being a subdivision of part of the northwest 1/4 of section 32, township 37 north, range 9, east of the third principal meridian, according to the plat thereof recorded September 19, 2002 as document R2002-154612 in Will County, Illinois.

Parcels 2 through 5 in Tuttle Estates-Unit One, being a subdivision of part of the northwest 1/4 of section 32, township 37 north, range 9, east of the third principal meridian, according to the plat thereof recorded September 19, 2002 as document R2002-154612 in Will County, Illinois.

| Lot No. | Address | PIN No. |
|----------------|------------------------|----------------|
| 1 | 25268 Trelliage Avenue | 01-32-104-001 |
| 2 | 25262 Trelliage Avenue | 01-32-104-002 |
| 3 | 25258 Trelliage Avenue | 01-32-104-003 |
| 4 | 25252 Trelliage Avenue | 01-32-104-004 |
| 5 | 25246 Trelliage Avenue | 01-32-104-005 |
| 6 | 25242 Trelliage Avenue | 01-32-104-006 |
| 7 | 25236 Trelliage Avenue | 01-32-104-007 |
| 8 | 25230 Trelliage Avenue | 01-32-104-008 |
| 9 | 25224 Trelliage Avenue | 01-32-104-009 |
| 10 | 25218 Trelliage Avenue | 01-32-104-010 |
| 11 | 25212 Trelliage Avenue | 01-32-104-011 |
| 12 | 25206 Trelliage Avenue | 01-32-104-012 |
| 13 | 25200 Trelliage Avenue | 01-32-104-013 |
| 14 | 25219 Trelliage Avenue | 01-32-103-008 |
| 15 | 25235 Trelliage Avenue | 01-32-103-007 |
| 16 | 25241 Trelliage Avenue | 01-32-103-006 |
| 17 | 25245 Trelliage Avenue | 01-32-103-005 |
| 18 | 25251 Trelliage Avenue | 01-32-103-004 |
| 19 | 25257 Trelliage Avenue | 01-32-103-003 |
| 20 | 25261 Trelliage Avenue | 01-32-103-002 |
| 21 | 25267 Trelliage Avenue | 01-32-103-001 |
| 22 | 12723 Meadow Lane | 01-32-103-009 |
| 23 | 12733 Meadow Lane | 01-32-103-010 |
| 24 | 25250 Pastoral Drive | 01-32-103-011 |
| 25 | 25244 Pastoral Drive | 01-32-103-012 |
| 26 | 25240 Pastoral Drive | 01-32-103-013 |

EXHIBIT A

AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TUTTLE ESTATES COMMUNITY ASSOCIATION

PROPERTY SUBJECT TO THIS DECLARATION

| | | |
|----|-------------------------|---------------|
| 27 | 25234 Pastoral Drive | 01-32-103-014 |
| 28 | 25228 Pastoral Drive | 01-32-103-015 |
| 29 | 25222 Pastoral Drive | 01-32-103-016 |
| 30 | 25216 Pastoral Drive | 01-32-103-017 |
| 31 | 25210 Pastoral Drive | 01-32-103-018 |
| 32 | 25201 Pastoral Drive | 01-32-110-009 |
| 33 | 25205 Pastoral Drive | 01-32-110-008 |
| 34 | 25209 Pastoral Drive | 01-32-110-007 |
| 35 | 25213 Pastoral Drive | 01-32-110-006 |
| 36 | 25219 Pastoral Drive | 01-32-110-005 |
| 37 | 25227 Pastoral Drive | 01-32-110-004 |
| 38 | 25235 Pastoral Drive | 01-32-110-003 |
| 39 | 25243 Pastoral Drive | 01-32-110-002 |
| 40 | 25249 Pastoral Drive | 01-32-110-001 |
| 41 | 12817 Summerhouse Drive | 01-32-110-010 |
| 42 | 12821 Summerhouse Drive | 01-32-110-011 |
| 43 | 12825 Summerhouse Drive | 01-32-110-012 |
| 44 | 12829 Summerhouse Drive | 01-32-110-013 |
| 45 | 12831 Summerhouse Drive | 01-32-110-014 |
| 46 | 12833 Summerhouse Drive | 01-32-110-015 |
| 47 | 12835 Summerhouse Drive | 01-32-110-016 |
| 48 | 12837 Summerhouse Drive | 01-32-110-017 |
| 49 | 12839 Summerhouse Drive | 01-32-110-018 |
| 50 | 12843 Summerhouse Drive | 01-32-110-019 |
| 51 | 12847 Summerhouse Drive | 01-32-110-020 |
| 52 | 12851 Summerhouse Drive | 01-32-110-021 |
| 53 | 12903 Summerhouse Drive | 01-32-110-022 |
| 54 | 12909 Summerhouse Drive | 01-32-110-023 |
| 55 | 12915 Summerhouse Drive | 01-32-110-024 |
| 56 | 12923 Summerhouse Drive | 01-32-110-025 |
| 57 | 12935 Summerhouse Drive | 01-32-110-026 |
| 58 | 12941 Summerhouse Drive | 01-32-110-027 |
| 59 | 12947 Summerhouse Drive | 01-32-110-028 |
| 60 | 12946 Summerhouse Drive | 01-32-109-026 |
| 61 | 12940 Summerhouse Drive | 01-32-109-025 |
| 62 | 12934 Summerhouse Drive | 01-32-109-024 |
| 63 | 12928 Summerhouse Drive | 01-32-109-023 |
| 64 | 12922 Summerhouse Drive | 01-32-109-022 |
| 65 | 12914 Summerhouse Drive | 01-32-109-021 |
| 66 | 12908 Summerhouse Drive | 01-32-109-020 |

EXHIBIT A

**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TUTTLE ESTATES COMMUNITY ASSOCIATION**

PROPERTY SUBJECT TO THIS DECLARATION

| | | |
|-----|-------------------------|---------------|
| 67 | 12902 Summerhouse Drive | 01-32-109-019 |
| 68 | 12852 Summerhouse Drive | 01-32-109-018 |
| 69 | 12848 Summerhouse Drive | 01-32-109-017 |
| 70 | 12844 Summerhouse Drive | 01-32-109-016 |
| 71 | 12840 Summerhouse Drive | 01-32-109-015 |
| 72 | 12834 Summerhouse Drive | 01-32-109-014 |
| 73 | 12824 Summerhouse Drive | 01-32-109-002 |
| 74 | 12818 Summerhouse Drive | 01-32-109-001 |
| 75 | 12829 Meadow Lane | 01-32-109-003 |
| 76 | 12833 Meadow Lane | 01-32-109-004 |
| 77 | 12839 Meadow Lane | 01-32-109-005 |
| 78 | 12901 Meadow Lane | 01-32-109-006 |
| 79 | 12907 Meadow Lane | 01-32-109-007 |
| 80 | 12913 Meadow Lane | 01-32-109-008 |
| 81 | 12919 Meadow Lane | 01-32-109-009 |
| 82 | 12925 Meadow Lane | 01-32-109-010 |
| 83 | 12931 Meadow Lane | 01-32-109-011 |
| 84 | 12937 Meadow Lane | 01-32-109-012 |
| 85 | 12943 Meadow Lane | 01-32-109-013 |
| 86 | 25203 Pavilion Place | 01-32-112-007 |
| 87 | 25207 Pavilion Place | 01-32-112-006 |
| 88 | 25213 Pavilion Place | 01-32-112-005 |
| 89 | 25221 Pavilion Place | 01-32-112-001 |
| 90 | 13015 Meadow Lane | 01-32-112-002 |
| 91 | 13023 Meadow Lane | 01-32-112-003 |
| 92 | 13029 Meadow Lane | 01-32-112-004 |
| 93 | 13040 Meadow Lane | 01-32-111-007 |
| 94 | 13036 Meadow Lane | 01-32-111-006 |
| 95 | 13028 Meadow Lane | 01-32-111-005 |
| 96 | 13022 Meadow Lane | 01-32-111-004 |
| 97 | 13014 Meadow Lane | 01-32-111-003 |
| 98 | 25233 Pavilion Place | 01-32-111-002 |
| 99 | 12948 Meadow Lane | 01-32-108-011 |
| 100 | 12942 Meadow Lane | 01-32-108-010 |
| 101 | 12936 Meadow Lane | 01-32-108-009 |
| 102 | 12930 Meadow Lane | 01-32-108-008 |
| 103 | 12924 Meadow Lane | 01-32-108-007 |
| 104 | 12918 Meadow Lane | 01-32-108-006 |
| 105 | 12912 Meadow Lane | 01-32-108-005 |
| 106 | 12906 Meadow Lane | 01-32-108-004 |

EXHIBIT A

**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TUTTLE ESTATES COMMUNITY ASSOCIATION**

PROPERTY SUBJECT TO THIS DECLARATION

| | | |
|-----|-------------------------|---------------|
| 107 | 12900 Meadow Lane | 01-32-108-003 |
| 108 | 12836 Meadow Lane | 01-32-108-002 |
| 109 | 12824 Meadow Lane | 01-32-108-001 |
| 134 | 12822 Parterre Place | 01-32-107-007 |
| 135 | 12816 Parterre Place | 01-32-107-008 |
| 136 | 25315 Pastoral Drive | 01-32-107-006 |
| 137 | 25321 Pastoral Drive | 01-32-107-005 |
| 138 | 25327 Pastoral Drive | 01-32-107-004 |
| 139 | 25333 Pastoral Drive | 01-32-107-003 |
| 140 | 25339 Pastoral Drive | 01-32-107-001 |
| 141 | 12817 Terrace Boulevard | 01-32-107-002 |
| 175 | 25401 Pastoral Drive | 01-32-106-007 |
| 176 | 25405 Pastoral Drive | 01-32-106-006 |
| 177 | 25409 Pastoral Drive | 01-32-106-005 |
| 178 | 12753 Terrace Boulevard | 01-32-102-009 |
| 179 | 25326 Pastoral Drive | 01-32-102-015 |
| 180 | 25320 Pastoral Drive | 01-32-102-016 |
| 181 | 25314 Pastoral Drive | 01-32-102-017 |
| 182 | 12740 Meadow Lane | 01-32-102-014 |
| 183 | 12732 Meadow Drive | 01-32-102-013 |
| 184 | 12724 Meadow Lane | 01-32-102-012 |
| 185 | 12716 Meadow Lane | 01-32-102-011 |
| 186 | 12701 Terrace Boulevard | 01-32-102-010 |
| 187 | 12713 Terrace Boulevard | 01-32-102-001 |
| 188 | 12723 Terrace Boulevard | 01-32-102-002 |
| 189 | 12727 Terrace Boulevard | 01-32-102-003 |
| 190 | 12731 Terrace Boulevard | 01-32-102-004 |
| 191 | 12733 Terrace Boulevard | 01-32-102-005 |
| 192 | 12737 Terrace Boulevard | 01-32-102-006 |
| 193 | 12741 Terrace Boulevard | 01-32-102-007 |
| 194 | 12745 Terrace Boulevard | 01-32-102-008 |
| 195 | 12700 Terrace Boulevard | 01-32-101-011 |
| 196 | 12704 Terrace Boulevard | 01-32-101-010 |
| 197 | 12708 Terrace Boulevard | 01-32-101-009 |
| 198 | 12712 Terrace Boulevard | 01-32-101-008 |
| 199 | 12718 Terrace Boulevard | 01-32-101-012 |
| 200 | 12720 Terrace Boulevard | 01-32-101-013 |
| 201 | 12724 Terrace Boulevard | 01-32-101-014 |
| 202 | 12728 Terrace Boulevard | 01-32-101-015 |
| 203 | 12732 Terrace Boulevard | 01-32-101-016 |

EXHIBIT A

**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TUTTLE ESTATES COMMUNITY ASSOCIATION**

PROPERTY SUBJECT TO THIS DECLARATION

| | | |
|----------|-------------------------|---------------|
| 204 | 12734 Terrace Boulevard | 01-32-101-017 |
| 205 | 12738 Terrace Boulevard | 01-32-101-018 |
| 206 | 12742 Terrace Boulevard | 01-32-101-019 |
| 207 | 12746 Terrace Boulevard | 01-32-101-020 |
| 208 | 12750 Terrace Boulevard | 01-32-101-021 |
| 209 | 12754 Terrace Boulevard | 01-32-101-022 |
| 210 | 25410 Pastoral Drive | 01-32-101-007 |
| 211 | 25418 Pastoral Drive | 01-32-101-006 |
| 212 | 25426 Pastoral Drive | 01-32-101-005 |
| 213 | 25432 Pastoral Drive | 01-32-101-004 |
| 214 | 25440 Pastoral Drive | 01-32-101-003 |
| 215 | 12812 Palisade Parkway | 01-32-105-001 |
| 246 | 25427 Pastoral Drive | 01-32-106-001 |
| 247 | 25419 Pastoral Drive | 01-32-106-002 |
| 248 | 25411 Pastoral Drive | 01-32-106-003 |
| Parcel 2 | Association Outlot | 01-32-106-004 |
| Parcel 3 | Association Outlot | 01-32-112-008 |
| Parcel 4 | Association Outlot | 01-32-111-001 |
| Parcel 5 | Association Outlot | 01-32-101-001 |

Unit 2

Lots 110 through 133, 142 through 174, 216 through 245 in Tuttle Estates-Unit Two, being a subdivision of part of the northwest 1/4 of section 32, township 37, range 9, east of the third principal meridian, according to the plat thereof recorded October 20, 2003 as document R2003262973 in Will County, Illinois.

Parcels 6 and 7 in Tuttle Estates-Unit Two, being a subdivision of part of the northwest 1/4 of section 32, township 37, range 9, east of the third principal meridian, according to the plat thereof recorded October 20, 2003 as document R2003262973 in Will County, Illinois.

| Lot Number | Address | PIN |
|------------|----------------------|---------------|
| 110 | 12839 Parterre Place | 01-32-108-012 |
| 111 | 12905 Parterre Place | 01-32-108-013 |
| 112 | 12909 Parterre Place | 01-32-108-014 |
| 113 | 12915 Parterre Place | 01-32-108-015 |
| 114 | 12921 Parterre Place | 01-32-108-016 |

EXHIBIT A

AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TUTTLE ESTATES COMMUNITY ASSOCIATION

PROPERTY SUBJECT TO THIS DECLARATION

| | | |
|-----|-------------------------|---------------|
| 115 | 12927 Parterre Place | 01-32-108-017 |
| 116 | 12933 Parterre Place | 01-32-108-018 |
| 117 | 12939 Parterre Place | 01-32-108-019 |
| 118 | 12943 Parterre Place | 01-32-108-020 |
| 119 | 12949 Parterre Place | 01-32-108-021 |
| 120 | 12953 Parterre Place | 01-32-108-022 |
| 121 | 12952 Parterre Place | 01-32-107-031 |
| 122 | 12948 Parterre Place | 01-32-107-030 |
| 123 | 12942 Parterre Place | 01-32-107-029 |
| 124 | 12938 Parterre Place | 01-32-107-028 |
| 125 | 12932 Parterre Place | 01-32-107-027 |
| 126 | 12926 Parterre Place | 01-32-107-026 |
| 127 | 12920 Parterre Place | 01-32-107-025 |
| 128 | 12914 Parterre Place | 01-32-107-024 |
| 129 | 12908 Parterre Place | 01-32-107-023 |
| 130 | 12904 Parterre Place | 01-32-107-022 |
| 131 | 12844 Parterre Place | 01-32-107-021 |
| 132 | 12838 Parterre Place | 01-32-107-020 |
| 133 | 12830 Parterre Place | 01-32-107-019 |
| 142 | 12821 Terrace Boulevard | 01-32-107-009 |
| 143 | 12827 Terrace Boulevard | 01-32-107-010 |
| 144 | 12833 Terrace Boulevard | 01-32-107-011 |
| 145 | 12907 Terrace Boulevard | 01-32-107-012 |
| 146 | 12911 Terrace Boulevard | 01-32-107-013 |
| 147 | 12917 Terrace Boulevard | 01-32-107-014 |
| 148 | 12921 Terrace Boulevard | 01-32-107-015 |
| 149 | 12925 Terrace Boulevard | 01-32-107-016 |
| 150 | 12933 Terrace Boulevard | 01-32-107-017 |
| 151 | 12941 Terrace Boulevard | 01-32-107-018 |
| 152 | 25241 Pavilion Place | 01-32-111-016 |
| 153 | 25247 Pavilion Place | 01-32-111-015 |
| 154 | 25301 Pavilion Place | 01-32-111-014 |
| 155 | 25315 Pavilion Place | 01-32-111-013 |
| 156 | 25323 Pavilion Place | 01-32-111-012 |
| 157 | 25329 Pavilion Place | 01-32-111-011 |

EXHIBIT A

**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TUTTLE ESTATES COMMUNITY ASSOCIATION**

PROPERTY SUBJECT TO THIS DECLARATION

| | | |
|-----|-------------------------|---------------|
| 158 | 25401 Pavilion Place | 01-32-111-010 |
| 159 | 25405 Pavilion Place | 01-32-111-009 |
| 160 | 25409 Pavilion Place | 01-32-111-008 |
| 161 | 25408 Pavilion Place | 01-32-106-034 |
| 162 | 12942 Terrace Boulevard | 01-32-106-037 |
| 163 | 12934 Terrace Boulevard | 01-32-106-036 |
| 164 | 25403 Juniper Court | 01-32-106-035 |
| 165 | 25411 Juniper Court | 01-32-106-033 |
| 166 | 25418 Juniper Court | 01-32-106-024 |
| 167 | 25410 Juniper Court | 01-32-106-025 |
| 168 | 25402 Juniper Court | 01-32-106-026 |
| 169 | 25405 Persimmon Court | 01-32-106-019 |
| 170 | 25413 Persimmon Court | 01-32-106-018 |
| 171 | 25421 Persimmon Court | 01-32-106-017 |
| 172 | 25420 Persimmon Court | 01-32-106-011 |
| 173 | 25412 Persimmon Court | 01-32-106-012 |
| 174 | 25404 Persimmon Court | 01-32-106-013 |
| 216 | 25533 Pavilion Place | 01-32-105-018 |
| 217 | 25529 Pavilion Place | 01-32-105-019 |
| 218 | 25525 Pavilion Place | 01-32-105-020 |
| 219 | 25521 Pavilion Place | 01-32-105-021 |
| 220 | 25517 Pavilion Place | 01-32-105-022 |
| 221 | 25513 Pavilion Place | 01-32-105-023 |
| 222 | 25509 Pavilion Place | 01-32-105-024 |
| 223 | 25505 Pavilion Place | 01-32-105-025 |
| 224 | 25501 Pavilion Place | 01-32-105-026 |
| 225 | 25449 Pavilion Place | 01-32-105-027 |
| 226 | 25445 Pavilion Place | 01-32-105-028 |
| 227 | 25441 Pavilion Place | 01-32-105-029 |
| 228 | 25435 Pavilion Place | 01-32-105-030 |
| 229 | 25427 Pavilion Place | 01-32-105-031 |
| 230 | 25415 Pavilion Place | 01-32-105-032 |
| 231 | 25416 Pavilion Place | 01-32-106-032 |
| 232 | 25428 Pavilion Place | 01-32-106-031 |
| 233 | 25436 Pavilion Place | 01-32-106-030 |

EXHIBIT A

**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TUTTLE ESTATES COMMUNITY ASSOCIATION**

PROPERTY SUBJECT TO THIS DECLARATION

| | | |
|----------|--------------------|---------------|
| 234 | 25439 Bower Court | 01-32-106-027 |
| 235 | 25431 Bower Court | 01-32-106-028 |
| 236 | 25425 Bower Court | 01-32-106-029 |
| 237 | 25424 Bower Court | 01-32-106-023 |
| 238 | 25430 Bower Court | 01-32-106-022 |
| 239 | 25438 Bower Court | 01-32-106-021 |
| 240 | 25441 Grotto Court | 01-32-106-014 |
| 241 | 25433 Grotto Court | 01-32-106-015 |
| 242 | 25427 Grotto Court | 01-32-106-016 |
| 243 | 25426 Grotto Court | 01-32-106-010 |
| 244 | 25432 Grotto Court | 01-32-106-009 |
| 245 | 25440 Grotto Court | 01-32-106-008 |
| Parcel 6 | Association Outlot | 01-32-106-020 |
| Parcel 7 | Association Outlot | 01-32-105-033 |

EXHIBIT B

**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TUTTLE ESTATES COMMUNITY ASSOCIATION**

COMMON AREA

Unit 1

Parcels 2 through 5 in Tuttle Estates-Unit One, being a subdivision of part of the northwest 1/4 of section 32, township 37 north, range 9, east of the third principal meridian, according to the plat thereof recorded September 19, 2002 as document R2002-154612 in Will County, Illinois.

| | | |
|----------|--------------------|---------------|
| Parcel 2 | Association Outlot | 01-32-106-004 |
| Parcel 3 | Association Outlot | 01-32-112-008 |
| Parcel 4 | Association Outlot | 01-32-111-001 |
| Parcel 5 | Association Outlot | 01-32-101-001 |

Unit 2

Parcels 6 and 7 in Tuttle Estates-Unit Two, being a subdivision of part of the northwest 1/4 of section 32, township 37, range 9, east of the third principal meridian, according to the plat thereof recorded October 20, 2003 as document R2003262973 in Will County, Illinois.

| | | |
|----------|--------------------|---------------|
| Parcel 6 | Association Outlot | 01-32-106-020 |
| Parcel 7 | Association Outlot | 01-32-105-033 |

EXHIBIT C

**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TUTTLE ESTATES COMMUNITY ASSOCIATION**

BY-LAWS OF THE TUTTLE ESTATES COMMUNITY ASSOCIATION

**ARTICLE I
NAME OF CORPORATION**

1.01 The name of this Corporation is the TUTTLE ESTATES COMMUNITY ASSOCIATION.

**ARTICLE II
PURPOSE AND POWERS**

2.01 PURPOSES: The purposes of this Association is to insure proper use, administration and maintenance of the storm water detention areas, lakes, entry monuments, landscaped easements, and such other Common Areas described in Exhibit B, or otherwise designated by the Board of Directors, for the benefit of the Property and each Owner thereon. These By-Laws are attached as Exhibit C to the Declaration of Easements, Covenants, Conditions and Restrictions for the TUTTLE ESTATES COMMUNITY ASSOCIATION ("Declaration"). All terms used herein shall have the meanings set forth in the Declaration.

2.02 POWERS: The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-for-Profit Corporation Act of the State of Illinois, the Act, the Declaration and these By-Laws.

**ARTICLE III
DEFINITIONS**

3.01 All terms used herein shall have the meanings set forth in the Declaration.

3.02 Unless the provisions of these By-Laws otherwise require, words imparting the masculine gender shall include the feminine; words imparting the singular number shall include the plural, and words imparting the plural shall include the singular.

**ARTICLE IV
OFFICES AND AGENTS**

4.01 OFFICES AND AGENTS: The Association shall have and continuously maintain within the State of Illinois a registered office and a registered agent whose office shall be identical with such registered office. In addition, the Association may have such other offices, either within or without the State of Illinois, as the Board of Directors may from time to time determine.

**ARTICLE V
MEMBERSHIP AND VOTING RIGHTS**

5.01 MEMBERSHIP: Membership in the Association shall be determined pursuant to the provisions of ARTICLE IV of the Declaration.

5.02 VOTING RIGHTS:

There shall be one (1) person with respect to each Lot Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person voting shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Lot Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not to be an Owner. Such designation shall be made in writing to the Board and 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 Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member, wither in person or by proxy. Declarant shall be the voting member with respect to any Unit Ownership owned by the Declarant.

**ARTICLE VI
MEETINGS OF MEMBERS**

6.01 ANNUAL MEETING: The annual meeting of the Membership of the Association shall be held on the first Tuesday in February in each year or at such other reasonable time or date not more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership no less than ten days prior to the date fixed for said new meeting beginning with the first year after the Turnover Date for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If any such day shall be a legal holiday, the meeting shall be held at the same time on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members called as soon thereafter as conveniently may be.

6.02 SPECIAL MEETINGS: Special meetings of the Membership may be called at any time by the President or by the Board of Directors, or upon the written request of not less than one-fourth (1/4) of all votes entitled to be cast at any Membership meeting.

6.03 NOTICE: Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered either personally or by mail not less than five (5) nor more than forty (40) days before the date of such meeting. Such notice shall be given by, or at the direction of, the President or the Secretary or the Officers or Members calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

6.04 PLACE: The Board of Directors of the Association may designate any place within Will County, Illinois for any annual Membership meeting or for any special meeting called by the Board. If no designation is made, or in the case of special meetings otherwise called, meetings shall be held

at the registered office of the Association. Notwithstanding the foregoing, should all of the Members meet at any time and place, either within or without the State of Illinois, and consent to the holding of a meeting, such meeting shall be valid without call or notice and at any such meeting any corporate action may be taken.

6.05 QUORUM: Except as provided in the Articles of Incorporation, these By-Laws or the Declaration, the presence at any meeting in person or by proxy of Members holding one-tenth (1/10th) of the votes entitled to be cast shall constitute a quorum. If a quorum is not present at any meeting of Members, a majority of the votes represented thereat may adjourn the meeting from time to time without further notice.

Unless a greater proportion is required by the Illinois General Not-for-Profit Act, the Articles of Incorporation or these By-Laws, the vote at any membership meeting, at which a quorum is present, of the majority of the votes present in person or by proxy shall be necessary for the adoption of any matter voted upon by the Members.

In the event the Membership shall consider the designation or transfer of any part of the Common Area to any municipality, public agency, authority or utility, or the levying of a special assessment (all as provided for in the Declaration), or the amending of said Declaration, such matter or matters shall be adopted at a Membership meeting at which a quorum is present, upon the affirmative vote of two-thirds (2/3) of the entire Membership.

6.06 PROXIES: At all Membership meetings, each Member may vote in person or by proxy executed in writing by the Member or his duly authorized attorney-in-fact and filed with the Secretary of the Association. Each proxy shall be revocable and shall automatically cease eleven (11) months after the date of execution, unless otherwise provided therein. Notwithstanding the foregoing, any proxy given by a Member who sells, transfers or assigns the interest required for Membership in the Association under the terms of Article IV of the Declaration shall automatically terminate upon such transfer.

ARTICLE VII BOARD OF DIRECTORS

7.01 NUMBER: From and after the Turnover Date, the Board shall consist of five (5) individuals, each of whom shall be an Owner or a Voting Member, or both. Members of the Board of Directors shall be elected at each annual meeting of the Owners as provided herein.

7.02 DECLARANT DESIGNATED BOARDS: Anything herein to the contrary notwithstanding, until the first meeting of the Owners after the Turnover Date, the Board shall consist of three (3) individuals from time to time designated by the Declarant. Such individuals may, but need not, be Owners and shall serve at the discretion of the Declarant.

7.03 TERM OF OFFICE: At their first annual meeting, the Members shall elect three (3) Directors for a term of two (2) years, and two (2) Directors for a term of one (1) year. Upon the expiration of the terms of office of the Board Members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each.

7.04 VACANCIES: Should the death, resignation or removal of a Director create a vacancy on the Board, the unexpired term of such Director shall be served by a successor selected by a majority of the remaining members of the Board. Any Director may be removed from the Board, with or without cause, by the majority vote of the Membership.

7.05 COMPENSATION: No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties as a Director.

7.06 REGULAR MEETINGS: An annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after and at the same place as the annual meeting of the Members. The Board of Directors may provide by resolution the time and place, either within or without the State of Illinois, for holding of additional regular meetings of the Board without other notice than such resolution.

7.07 SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call such special meetings of the Board may fix the time and place, either within or without the State of Illinois, as the place for the holding of any such special meeting.

7.08 NOTICE: Notice of any special meeting of the Board of Directors shall be given at least five (5) days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting unless specifically required by law or by these By-Laws.

7.09 QUORUM: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

7.10 MANNER OF ACTING: The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except when the Board shall consider the following matters set forth at length in the Declaration:

- (a) The fixing of the amount of all regular assessments.
- (b) The allocation of any reserve funds.

In these cases, the affirmative vote of two-thirds (2/3) of the Board of Directors present at a meeting at which a quorum is present shall be necessary to adopt any measure with respect thereto.

ARTICLE VIII NOMINATION AND ELECTION OF DIRECTORS

8.01 NOMINATION: Nomination for election to the Board of Directors may be offered by a Nominating Committee or any other solicitation.

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

ARTICLE IX POWERS AND DUTIES OF THE BOARD OF DIRECTORS

9.01 POWERS: The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Property, Common Area and Common Facilities and the personal conduct of the Members as well as the number and personal conduct of their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and the rights to use Common Area and the Common Facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Borrow money for the purpose of improving or developing the Common Area and any Common Facilities and in aid thereof to mortgage said Common Area and Common Facilities, as well as the power to set admissions and duties for the use of the Common Area and Common Facilities;

(d) Establish procedures regulating the delegation of a Member's rights of enjoyment to the Common Area and Common Facilities;

(e) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(f) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

9.02 DUTIES: It shall be the duty of the Board of Directors to:

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

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

(c) As more fully provided in the Declaration, to:

(i) Conduct a regular meeting of the Board of Directors on or before December 1st of each year for the purpose of determining the regular assessment against each lot prior to such regular assessment period;

(ii) Prepare an itemized list of all estimated expenditures and give written notice of each assessment to every Owner; and

(iii) Foreclose the lien against any Property for which assessments are not paid within thirty (30) days after the due date thereof or to bring an action at law against the Owner personally obligated to pay the same.

(d) To cause an appropriate officer of the Association to issue, upon demand by any Owner, a certificate setting forth whether or not the assessments on such Owner's lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(e) Procure and maintain adequate liability and hazard insurance on all Property owned by the Association.

(f) Cause all officers and employees having a fiscal responsibility to be bonded as the Board may deem appropriate.

(g) Cause the Common Area and Common Facilities to be maintained in accordance with the provisions set forth in the Declaration.

ARTICLE X OFFICERS

10.01 OFFICERS: The officers of the Association shall be a President, Vice President, Treasurer, Secretary and such other officers as may be elected in accordance with the provisions of this Article. The President shall be a member of the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

10.02 ELECTION AND TERM OF OFFICE: The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

10.03 REMOVAL: Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

10.04 VACANCIES: A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

10.05 PRESIDENT: The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Members and of the Board of Directors and shall see that the orders and resolutions of the Board of Directors are carried out. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

10.06 VICE PRESIDENT: In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

10.07 TREASURER: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President or the Vice President. The Treasurer shall keep proper books of account and cause an annual report of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement

shall be presented to the Membership at its annual meeting.

10.08 SECRETARY: The Secretary shall be ex-officio Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as Members.

ARTICLE XI COMMITTEES

11.01 COMMITTEES: The Board of Directors, by resolution adopted by a majority of the Directors in office, may delegate one or more committees, each of which shall consist of one Director and two or more Members of the Association, which committees, to the extent provided in said resolution, shall have and exercise the authority vested herein by said Board of Directors.

The standing committees of the Association shall be:

Architectural control / Use Restriction Committee

Landscape committee

Standing committees shall be appointed by the Board of Directors at each annual Directors' meeting, to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual Directors' meeting. The Board of Directors may establish by resolution such other committees, as it may deem desirable.

11.02 CHAIRMAN: One member of each committee shall be appointed Chairman by the Board of Directors.

11.03 VACANCIES: Vacancies in the membership of any committee will be filled by appointments made in the same manner as provided in the case of original appointments.

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

11.05 RULES: Each committee may adopt rules for its own govern-government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE XII BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Members.

**ARTICLE XIII
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

**ARTICLE XIV
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: TUTTLE ESTATES COMMUNITY ASSOCIATION.

**ARTICLE XV
WAIVER OF NOTICE**

Whenever any notice whatever is required to be given under the provisions of the General Not-for-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XVI
AMENDMENTS**

16.01 These By-Laws may be amended or modified at any time, or from time to time, in the same manner as provided in Article VIII of the Declaration; provided that (i) 8.03, 10.12 or any other provisions relating to the rights of the Declarant shall not be amended without the written consent of the Declarant; and (ii) no provision which specifically grants rights to First Mortgagees shall be amended without the written consent of sixty percent (60%) of the First Mortgagees. These By-Laws may also be amended by the Declarant for purposes and by the procedure set forth in the Declaration. No amendment to these By-Laws shall become effective until recorded.

16.02 In case of any conflict between the Declaration applicable to the Property and these By-Laws, the Declaration shall control.

EXHIBIT E

**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TUTTLE ESTATES COMMUNITY ASSOCIATION**

**PLAINFIELD PARK DISTRICT
LOTS NOT SUBJECT TO THIS DECLARATION**

Unit 1

Parcel 1, in Tuttle Estates-Unit One, being a subdivision of part of the northwest 1/4 of section 32, township 37 north, range 9, east of the third principal meridian, according to the plat thereof recorded September 19, 2002 as document R2002-154612 in Will County, Illinois.

Parcel 1 Park District Outlot 01-32-101-002

EXHIBIT E

**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TUTTLE ESTATES COMMUNITY ASSOCIATION**

FENCE RESTRICTED LOTS

| Lot Number | Address | PIN Number |
|------------|----------------------|---------------|
| 93 | 13040 Meadow Lane | 01-32-111-007 |
| 94 | 13036 Meadow Lane | 01-32-111-006 |
| 95 | 13028 Meadow Lane | 01-32-111-005 |
| 96 | 13022 Meadow Lane | 01-32-111-004 |
| 97 | 13014 Meadow Lane | 01-32-111-003 |
| 98 | 25233 Pavilion Place | 01-32-111-002 |