

ARCHITECTURAL CONTROL AGREEMENT *
FOUR LAKES CONDOMINIUM HOMES CONDOMINIUM ASSOCIATION D

This Agreement entered into this _____ day of _____ 20__ by and between _____ and the Four Lakes Condominium Homes Condominium Association D, an Illinois Not-For-Profit corporation for and in consideration of the mutual covenants set forth herein, agree as follows:

WHEREAS, the Four Lakes Condominium Homes Condominium Association D Board of Directors (hereinafter referred to as the "Board") and/or its duly authorized Architectural Control Commission are obligated to protect and preserve the architectural integrity and aesthetic environment of the Association; and

WHEREAS, Unit Owner(s) is desirous of constructing a certain addition, improvement and/or alteration in conformity with the requirement of the Architectural Control Standards adopted by the Board of Director of Association.

1. The Unit Owner(s) shall submit to the Board of Directors and to its duly appointed Architectural Control Commission of Four Lakes Condominium Homes Condominium Association D an "Architectural Improvement Application Form."
2. In the event Unit Owner(s) uses a contractor, the contractor must provide the association with a Certificate of Insurance.
3. The Board or its duly authorized agent shall notify Unit Owner(s) in writing of its decision to approve or reject Unit Owner's proposed improvement.
4. In the event Unit Owner's improvement is rejected, Unit Owner(s) may resubmit an application form including changes, modification, or additional improvements in accordance with the conditions set forth in the Board's notice of rejection.
5. In the event Unit Owner(s) is unconditionally rejected, Unit owner(s) may submit a written appeal directly to the Board of Directors to be considered at the next regularly scheduled Board meeting, or a special meeting called for that purpose.
 - a. In the event of an appeal by Unit Owner(s), Unit Owner(s) shall be afforded a right to a hearing, to be represented by counsel and to submit evidence in defense of his application.
 - b. Upon adjudication of the Unit Owner's appeal, the Board shall notify Unit Owner(s) of its decision in writing within ten (10) days of said meeting.
 - c. The decision of the Board of Directors pertaining to Application for Improvement Appeals shall be final and binding on Unit Owner(s).
6. In the event of Board approval, Unit Owner(s) shall commence construction in strict conformity with the approved guidelines as soon as practicable, weather permitting. Any alteration or modification must be compliant with all state, county and local building codes; necessary building permits must be obtained prior to commencement of work. In no event shall construction commence after six months from the date of approval.
7. Upon construction of an improvement, Unit Owner(s) does hereby indemnify and hold harmless the Board, Association, its agent, and Unit Owner(s) from any and all claims, controversies, or cause of action resulting from said improvement, including the payment of any and all costs of litigation and attorney fees resulting there from.

8. Unit Owner(s), his successors in title, assignees, agents or heirs, are solely and individually responsible for the repair, maintenance and restoration of his improvement so long as it remains on the property.
 - a) If at any time Unit Owner(s) fails to maintain said improvement to the satisfaction of the Board, the Board shall notify Unit Owner of his violation of this Agreement in writing.
 - b) Unit Owner(s) shall bring the improvement into compliance within ten (10) days of the date of said notification.
 - c) Failure of Unit Owner(s) to remedy the defects as outlined by the Board in the improvement, may, in the discretion of the Board, result in the Board undertaking any and all repairs, maintenance or restoration of Unit Owner's improvement at Unit Owner's expense.
 - d) Any expenses incurred by the Board in making said repairs, maintenance or restoration shall be assessed to Unit Owner's account including all costs and attorney fees.

9. In the event Unit Owner(s) constructs an improvement substantially different from that which was submitted in his application, the Board may in its discretion, enter upon Unit Owner's appurtenant portion of the common elements to dismantle and remove same or utilize any and all remedies available at law or in equity. Unit Owner does hereby indemnify and hold harmless the Board, Association and its duly authorized agent and refrain from instituting an action for trespass in the event the Board removes said improvement.

10. Upon transference of ownership of the unit, Unit Owner(s) shall inform successor in title, including any tenant or purchaser by Articles of Agreement for Warranty Deed, of the existence of this agreement and the obligation set forth herein. The obligations herein shall pass to any successor in interest.

11. Time is of the essence of this agreement.

12. This Agreement shall be construed in accordance with the laws of the State of Illinois.

DATED THIS _____ DAY OF _____, 20_____

Four Lakes Condominium Homes
 Condominium Association D, an Illinois
 Not-For-Profit Corporation:

UNIT OWNER (S):

By: _____
 FLD President

ATTEST:

By: _____
 FLD Secretary

No work can be started until you have a signed copy of this Modification Request.

EXHIBIT "B"
FOUR LAKES CONDOMINIUM HOMES CONDOMINIUM ASSOCIATION D
ARCHITECTURAL IMPROVEMENT APPLICATION FORM
(GENERAL)

NAME: _____ DATE: _____

ADDRESS: _____

LOT NO. _____ TELEPHONE: _____

NATURE OF IMPROVEMENT: _____

COLOR: _____ STYLE: _____

LOCATION: _____ DIMENSIONS: _____

CONSTRUCTION MATERIALS: _____

SUPPLIES: _____ APPROX. COST: _____

PLANS AND SPECIFICATIONS OF ALL IMPROVEMENTS MUST BE SUBMITTED AND ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSIONS.

We, the undersigned, do hereby acknowledge that we understand the rules concerning the proposed improvement. We agree to abide by the rules set forth by the Board of Directors and will be solely liable for upkeep maintenance on this improvement.

DATE: _____ SIGNED: _____
(Homeowners)

FOR OFFICE USE ONLY:

APPROVED BY: _____ DATE APPLICATION REC'D: _____

INSPECTED BY: _____ RECEIVED BY: _____

INSPECTED ON: _____ DISAPPROVED BY: _____

REASONS FOR DISAPPROVAL: _____

No work can be started until you have a signed copy of this Modification Request.

EXHIBIT "C"
INDEMNIFICATION AGREEMENT/SATELLITE DISHES

This Agreement is entered into this day of, 20 _ between ("Owner") and Four Lakes Condominium Homes Condominium Association D ("Association")

RECITALS

WHEREAS, Association is an Illinois Not For Profit Corporation, administered by its duly elected Board of Directors ("Board") in accordance with a certain Declaration of Easements, Restrictions and Covenants "Declaration"); and

WHEREAS, Owner is the owner of _____ in the Association and is subject to the provisions of the Declaration; and

WHEREAS, Section 207 of the Telecommunications Act of 1986 entitled "Restrictions on Over the Air Reception Devices, the Board has the right to adopt rules and regulations regarding the use, placement, color, and shading of satellite dishes; and

WHEREAS, the Board has adopted rules and regulations which set forth certain requirements that an owner must comply with prior to being permitted to install a satellite dish on the property; and

WHEREAS, as an express condition to allowing the Owner to have a satellite dish, the Association requires the Owner to indemnify and hold it harmless for any damage to person or property arising out of the installation and use of the satellite dish

NOW, THEREFORE, the parties agree as follows:

1. Owner shall indemnify and hold harmless the Association, all unit owners of the Association, its Board of Managers, and its designated agents from and against all claims, damages, losses, judgments, executions and expenses, including attorneys fees arising out of or resulting from the installation and/or use of a satellite dish.
2. Owner will be responsible to maintain, repair and replace the portion of the property on which the satellite dish is installed. This includes repair/maintenance of the roof or tuckpointing of the chimney.

Four Lakes Condominium Homes Condominium Association D

Owner(s):

By: _____
FLD President

ATTEST:

By: _____
FLD Secretary

No work can be started until you have a signed copy of this Modification Request.

*** THIS IS A TEMPORARY FORM PENDING FORMAL APPROVAL BY THE BOARD OF DIRECTORS!**