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DECLARATION OF CONDOMINIUM
THE OAKBROOK ESTATE CONDOMINIUMS
CHATHAM, ILLINOIS
AN ADD-ON CONDOMINIUM

THIS DECLARATION IS MADE BY PHOENIX GROVE VENTURES, INC. ("the owner"), being the owner in fee simple of the parcel described in Article I ("the parcel"), and CARRIAGE HOMES OF ILLINOIS, INC., being the developer of the parcel ("the developer"). The Owner hereby submits the property legally described in Article I to the provisions of the Condominium Property Act of the State of Illinois.

ARTICLE I

This property is legally described on as Exhibit A.

ARTICLE II

UNIT DESCRIPTION

The units are legally described on Exhibit B-1 and are depicted on the Condo Survey attached as Exhibit B-2.

ARTICLE III

NAME

The name of the condominium created by this Declaration is The Oakbrook Estate of Chatham Condominiums, Chatham, Illinois.

ARTICLE IV

ADMINISTRATION

This condominium shall be administered by the owner until the election of an initial Board of Managers/Directors by the unit owners.

The owner unilaterally, or the Board of Managers/Directors

when authorized by a majority of the unit owners, may cause an Illinois not for profit corporation to be incorporated to facilitate the management and operation of the condominium.

The administration of this condominium during and after the election of the initial Board of Managers/Directors shall be pursuant to the By-laws attached as Exhibit C.

ARTICLE V

LOCATION

The condominium created by this Declaration is located on Ravina Drive, just south of Plummer Blvd., Chatham, Illinois.

ARTICLE VI

PERCENT OF OWNERSHIP

The percent of ownership in the common elements allocated to each unit is set forth on Exhibit B. This is an add-on condominium and, therefore, the percent of ownership of the common elements may change in the manner set forth in Article VII, and may be changed as the Board of Managers/Directors of the Association of Unit Owners determine, in the event of a subdivision or combination of units.

ARTICLE VII

ADD-ON PROVISIONS

A. The owner/developer reserves the right to add additional property to this condominium and to reallocate the percentage ownership interest in the existing and additional common

elements.

B. Ownership of the common elements, voting rights and proportionate liability for common expenses shall be determined and adjusted unilaterally by the owner or developer, with the rights and obligations appurtenant to each unit bearing the ratio one over the total number of units in the condominium. The owner or developer shall establish the percentage interest of each existing and additional unit in amended declarations recorded at the time additional property is added.

C. The additional property which may be added is legally described in Exhibit D.

D. The owner/developer's right to annex additional land shall terminate ten (10) years after the recording of this declaration.

E. The land described in Exhibit D may be added in such portions and order as the Owner or developer determines.

F. The minimum number of units is to be constructed pursuant to this declaration on the existing property and any additional property shall be two units (2 units). The maximum number of units to be constructed pursuant to this Declaration on the existing and additional property shall be sixty (60). Lots 221 and 199 may be used for commercial purposes. Lots 220 and 200 may be used for multiple family purposes.

G. All buildings and units constructed on property added

pursuant to this paragraph shall be compatible with the use and general style of the existing property and buildings. Units added may be smaller, and may be less expensive than existing buildings.

ARTICLE VIII

COMMON ELEMENTS

The common elements include all the portions of the property legally described in Article I (Exhibit A), as amended from time to time except the units described in Article II (Exhibit B), as amended from time to time, including without limitation park lots 1002 and 1001 if not maintained by Chatham, landscaping, land, lawn, roof, structural parts of the buildings, pipes, ducts, flues, chutes, conduits, wires, other utility installations to the outlets and such component parts of the walls, floors and ceilings as are not located within the units, walks, common parking and driveway areas, outdoor lighting facilities, fences, gates, recreational facilities, security system, 6" drain system and discharge pump serving Lots 205-209, and other portions of the property not located within the units or designated limited common elements. Lots 221 and 199 (the commercial lots) and Lots 220 and 200 (the multiple family lots) shall not be part of the common elements. Costs related to the common elements shall be allocated among the unit owners on the basis of that or those respective unit owner(s) percent of ownership of the common

elements.

ARTICLE IX

LIMITED COMMON ELEMENTS

The limited common elements include parts of the common elements reserved for the use of certain unit or units to the exclusion of other units, and which in each case are appurtenant one or more but less than all the units and other portions of the common elements as designated by the Board of Managers/Directors of the Unit Owners Association. Costs related to the limited common elements shall be allocated among the unit owners to which the limited common elements are appurtenant on the basis of that or those respective unit owner(s) relative percent of ownership of the common elements.

ARTICLE X

DEED RESTRICTIONS AND COVENANTS

A. DEFINITIONS

1. "Act" shall mean the Illinois Condominium Property Act, 765 ILCS 605/1, et seq. seq.

2. "Association shall mean and refer to Oakbrook Estate of Chatham Condominium Association, Inc. (OECCA), a nonprofit corporation formed under 806 ILCS 105/101.1et seq., its successors and assigns.

3. "Association Responsibility Elements" shall mean the following, wherever located, other than Lots 199, 200, 220 and 221:

- (a) The exterior surface of the Buildings, including windows, doors, patios and decks.

- (b) The structural portion of the Buildings.
- (c) The downspouts and foundations of the Buildings.
- (d) Any common wall between residential structures.
- (e) The yard surrounding the residential structure and the landscaping contained therein.
- (f) Driveways and sidewalks.
- (g) Conduits, ducts, plumbing, wiring, pipes, and other facilities within the attic or basement of a residential structure which are carrying any service to more than one unit.
- (h) The Common Elements, including but not limited to the private storm and sanitary sewers, private water services and storm water drainage and detention areas, located thereon, and the Private Streets, if any.
- (i) Entrance monument sign(s) and surrounding landscaping.
- (j) Park lots 1002 and 1001 if not maintained by Chatham.
- (k) 6" drain system and discharge pump serving Lots 205-209.

4. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

5. "Building" shall mean and refer to any single-family attached dwelling unit and shall include any attached or detached garage building.

6. "Common Elements" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Elements to be owned by the Association is described as:

Park Lots 1002 and 1001 if not maintained by Chatham
 Declarant will convey to the Association by deed the Common Elements at any time before the conveyance of the last unit.

7. "Declarant" shall mean and refer to Phoenix Grove

Ventures, Inc. and Carriage Homes of Illinois, Inc.

8. "Declaration" shall mean and refer to this Declaration of Condominium for Oakbrook Estate of Chatham Condominium.

9. "Eligible Mortgagee" shall mean any person owning a mortgage on any unit, which mortgage is first in priority to any other mortgages that encumber such unit, and which has requested the Association, in writing, to notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.

10. "Living Unit" shall mean and refer to any portion of a Building and designed and intended for use and occupancy as a residence by a single family or individual and, without limitation, shall include any garage.

11. "Member" shall mean and refer to those persons entitled to membership as provided in this Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association.

12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit which is a part of the Properties, including contract sellers and vendees (deemed Co-owners), but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provisions or operation of law.

13. "Properties" shall mean and refer to that certain real

property legally described in Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

14. "Private Streets" shall mean all of the street right-of-way owned by the Association within the Common Elements, if any.

15. "Unit" shall mean and refer to each of the units shown upon the recorded Plat of the Properties specifically excluding the Common Elements. In the event any part of the Properties is replatted and a subsequent Plat is recorded, then "unit" shall refer to the units shown on such replatting and such subsequent recorded Plat.

B. ALLOCATION OF PERCENTAGE INTERESTS, MEMBERSHIP AND VOTING RIGHTS

1. Each unit's percentage interest in the Common Elements and common expenses shall be equal to one divided by the total number of units. If and when units are added to this Condominium, each unit's percentage interest in the Common Area and common expenses shall be equal to one divided by the then total number of units.

2. Every unit Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit.

3. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, provided that the Declarant shall not become a Class A Member until the happening of one of the events set out in Class B below. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one Class A vote be cast with respect to any unit.

Class B. The Class B member shall be the Declarant or its assigns so long as it is the owner of any unit. The Class B Membership shall be entitled to three (3) votes for each unit owned by it. The Class B Membership cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) Surrender of control by the Declarant; or,
- (b) 60 days after the conveyance of 75% of all the units which might be constructed on all the property, including the add-on property to unit owners other than the Declarant; or
- (c) Three years from the date of the recording of this Declaration.

4. Majority Vote. Whenever this Declaration or the Articles or Bylaws of the Association require a majority vote of the Members for approval of any action, such majority vote shall be determined by counting the combined total Member votes, and not by requiring approval from a majority vote of each class of Members separately.

5. Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Bylaws. The Board of Directors shall manage the affairs of the Association.

6. Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which

any assessment against the Owner's unit remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

7. Notice of Member's Meetings. Unless the Articles of Incorporation or the Bylaws otherwise provide, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than five (5) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the president or secretary, or the officer or persons calling the meetings, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at the Member's address as it appears on the records of the Association, with postage thereon prepaid.

C. SPECIAL DECLARANT RIGHTS

1. Declarant hereby reserves the following rights for its benefit:

- (1) The right to complete improvements indicated on the Condominium Plat;
- (2) The right to subdivide the property or convert property into Association Responsibility Elements, Common Elements and/or units;
- (3) The right to use any of the units as models and to sell, assign, or conduct other businesses in connection with the construction and development of

the Properties from any of such units prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain models, erect signs, maintain an office, staff the office with employees, and to show units then unsold. Declarant retains the right to be considered an Owner of any unit that remains unsold. Declarant also reserves the right to make changes in the location or construction of the buildings and other improvements.

- (4) The right to use easements through the Common Elements for the purpose of making improvements within the Condominium or any additional real estate;
- (5) The right to merge or consolidate the Condominium with another condominium of the same form of ownership;
- (6) The right of sole control over all common element landscaping, planting and the like. Declarant shall have the right to change the plantings and other landscaping elements within the common elements from time to time in its sole discretion, except as prescribed by the Village of Chatham;
- (7) The right to convey or cause the Association to convey a portion of the Common Elements if necessary due to encroachments thereon by any building;
- (8) The right for so long as it is a Class B Member to add additional units and Common Area to the Properties and adjust percentage of ownership of the common elements;
- (9) The right to appoint or remove any officer or director of the Association, during any period in which Class B Members exist.

D. COVENANT FOR COMMON EXPENSE AND INSURANCE PREMIUM ASSESSMENTS; INITIATION FEE

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each unit owned within the Properties, hereby covenants, and each Owner of any unit by

acceptance of a deed or contract for deed therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association under terms established by the Association:

- (1) monthly general assessments or charges;
 - (a) a common expense or portion thereof benefitting fewer than all of the units shall be assessed against all of the units in proportion to each unit's allocated interest as provided herein;
 - (b) a common expense associated with the maintenance, repair or replacement of an Association Responsibility Element shall be assessed against all of the units in proportion to each unit's allocated interest as provided herein;
- (2) assessments for master insurance premiums, which may be assessed in proportion to value, risk or coverage;
- (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;
- (4) assessments to pay a judgement against the Association, which assessments may be levied only against the units existing at the time the judgement was entered in proportion to their percentage interest in the Common Elements;
- (5) assessments for fees, charges, late charges, fines and interest;
- (6) assessments for working capital reserves, maintenance, repair and replacement reserves and other reserves for the Common Elements in such amounts as determined by the Board of Directors; and
- (7) if any damage to the Common Elements, or an Association Responsibility Element or another unit is caused by the act or omission of any Owner, the guests of an Owner or the occupant of any unit, assessments for the costs of

repairing the damage may be assessed exclusively against the Owner's unit.

The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the unit and shall be a continuing lien upon the unit against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of unit Owner at the time when the assessment fell due and if more than one person was an Owner, then such obligation shall be joint and several. The personal obligation for delinquent assessments and costs of collection, including attorney's fees, shall not pass to the Owner's successors in title, including, but not limited to Eligible Mortgagees, unless expressly assumed by the successor, in which case the Owner and successor shall be jointly and severally liable for such delinquent assessment and such costs of collection, including attorney's fees.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Elements, and the Living Units situated on the Properties and for other purposes specifically provided herein.

3. Maximum Monthly General Assessment. Until January 1, 2007, the maximum monthly general assessment for each Owner shall

be \$ _____ per unit.

- (a) From and after January 1, 2007, the maximum monthly assessments due and payable during any calendar year may not be increased by the Board of Directors by an amount equal to more than twenty-five (25 %) percent of the monthly general assessments due and payable during the immediately preceding calendar year unless an increase greater than twenty-five (25%) percent is approved by a vote of a majority of the Members present, either in person or by proxy, at an annual meeting or a special meeting called for such purpose.
- (b) The Board of Directors shall fix the monthly general assessment at an amount not in excess of the maximum.
- (c) A portion of such monthly assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Elements, the building exteriors or of any capital improvement which the Association is required to maintain.
- (d) Notwithstanding the foregoing, the maximum assessment for Lots 199 and 221 (the commercial lots) and 200 and 220 (the multiple family lots) shall be \$100 per lot per year.

4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly general assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of 67% of the votes of all classes of members who are voting in person or by proxy at an annual meeting or a special meeting called for

such purpose.

5. Notice and Quorum for An Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article X D shall be sent to all Members not less than 5 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Subject to Section 3(d) and 7 of this Article X D, both monthly general assessments and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

7. Date of Commencement of Monthly Assessments; Due Dates. The monthly assessments provided for herein shall commence as to each respective unit on the date of conveyance to an Owner of a unit with completed Living Unit constructed thereon and for which a certificate of occupancy has been issued; provided that the Owner's

responsibility for assessments for the month of closing shall be prorated to include only the portion of the month from and after the date of closing. The monthly assessments shall be due on the first day of each month thereafter. Units owned by the Declarant which have not been conveyed or leased to a third party shall be assessed at 25% of the assessments described in this Article X D. Said assessment for Declarant-owned Units will commence upon issuance of an occupancy permit. The maintenance responsibilities of the Association as to each unit shall commence concurrently with the commencement of monthly assessments. The insurance assessment provided for in Article X N shall commence as to each unit on date of conveyance of said unit to an Owner; provided that the Owner's responsibility for assessments for the month of closing shall be prorated to include only the portion of the month from and after the date of closing. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and other assessment notices as the Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid. A properly executed

certificate of the Association regarding the status of assessments on a unit shall be binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment to any Owner not paid within 10 days after the due date shall be in default and shall bear interest from the due date at the rate of 15% per annum or at the maximum rate allowed by law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the Lien against the Lot. Such Lien may be enforced and foreclosed in the same manner and subject to the same requirements as a foreclosure of mortgages on real property in the State of Illinois, and the Association shall be entitled to recover interest at the maximum rate allowed by law and its costs, expenses and disbursements, including reasonable attorney's fees, incurred in such foreclosure. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of the Owner's unit. The Association may bid on the unit at the foreclosure sale and acquire, hold, lease, mortgage or convey such unit.

9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the making of the assessment. Sale or transfer of any unit shall not affect the assessment lien.

No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

10. Initiation Fee. Upon the sale of a unit by the Declarant, the purchaser of the unit shall pay to the Association an initiation fee in an amount equal to two (2) times the then estimated monthly general assessment against the unit. Said payment is not a deposit or advance payment of assessments which the purchaser is otherwise required in this Declaration to pay to the Association, but is rather a payment to a working capital fund established by the Association for the initial months of its operations.

E. DUTIES OF ASSOCIATION; OWNERS

1. Maintenance by Owners. The Owner of each unit shall furnish and be responsible for, at the Owner's expense, all maintenance, and repairs of Owner's unit and all structures, improvements and equipment located thereon, except for the Association Responsibility Elements but including decorating and replacements within Owner's unit, including the heating and air conditioning systems and any partitions and interior walls. The Owner shall be responsible for the maintenance, repair, and replacement of all interior surfaces of any garage, and any and all other maintenance, repair, and replacements of the unit unless otherwise provided herein.

2. Maintenance Obligations of Association. The Association

shall provide mowing, weed control, and all maintenance, repair, and replacement of the Common Elements and any improvements located thereon. In addition, the Association shall provide all maintenance, repair, and replacement of the Association Responsibility Elements, including, without limitation, the Private Streets, if any, Park lots 1001 and 1002, all drainage improvements and swales serving Oakbrook Estates Plat 16, and the 6" drain tile system serving Lots 205 through 209.

Notwithstanding the foregoing, the maintenance responsibility for the Park lots, drainage improvements on the Park lots and the 6" drain tile system shall be the Declarant's until surrender of control by the Declarant. Declarant may utilize accumulated dues and assessments to pay the costs of such maintenance.

3. Responsibility for Willful or Negligent Acts. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, Owner's family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessments to which such unit is subject.

4. Snow Removal. Unless and until otherwise determined by the Board of Directors of the Association, the Association shall be responsible for snow removal from all sidewalks and from the driveway, including any portions of the driveways within the Common Elements servicing the units, and from the Private Streets, if any.

5. Enforcement. The Association shall enforce the covenants,

conditions and restrictions set forth herein and any amendments hereto and any rules and regulations adopted by the Association. The Association may, but is not required to, provide for trash removal services and a master or common policy of property insurance for all units within the Association.

6. Other Duties. The Association shall undertake, at its discretion, such further duties as determined by the Board of Directors.

F. PARTY WALLS

1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Declaration and rights of the Association, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

3. Weatherproofing. Notwithstanding any other provisions of this Article, a unit Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the

whole cost of furnishing the necessary protection against such elements.

4. Right to Contribution Runs With Land. The right of any unit Owner to contribution from any other Lot Owner under this Article shall be appurtenant to the unit and shall pass to such Lot Owner's successors in title.

5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

G. ARCHITECTURAL CONTROL

1. Structures. No building, fence, wall, or other structure, except as originally constructed by or on behalf of Declarant shall be commenced, erected, altered, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, other than by the Board of Directors, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee

composed of three (3) or more representatives appointed by the Board. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval thereof as above provided. This Article shall not apply to any construction, improvements, or alterations made by Declarant, including the construction of fences on the Common Elements.

2. Approval. In the event said Board of Directors, or its designated architectural control committee, fails to approve or disapprove such design and location, or planting, of any item within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

H. SIGNS AND HOME OCCUPATIONS

1. Signs. So long as Declarant is a member of the Association, no advertising signs of any kind including sale or "for sale" signs or rental or "for rent" signs (other than interior window signs) shall be displayed on the property without the prior written approval of Declarant. Further, no signs of any nature, kind or description shall be erected, placed or maintained on any unit which identify, advertise or in any way describe the existence or conduct of a home occupation. Nothing in this Article shall affect the rights of Declarant provided in Section J, Paragraph 5

of this Article X or restrict Lots 199, 200, 220 and 221.

2. Home Occupations. Except as herein permitted for Declarant, no business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted on any unit, except: (i) a unit Owner or occupant residing in a unit may keep and maintain his or her business or professional records in such unit and handle matters relating thereto by telephone or correspondence therefrom, provided that such uses are incidental to the residential use of the unit; and (ii) the Association may maintain offices on the Properties for management and related purposes; and (iii) the commercial and multiple family lots may be used as permitted by Chatham zoning restrictions.

I. USE RESTRICTIONS

1. The ownership, use, occupation and enjoyment of each unit and the Common Elements shall be subject to the provisions of the Bylaws and Articles of Incorporation of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction, or requirement running with the land and shall be binding on enforceable against each and all units and the Owners thereof and their respective assigns, lessees, tenants, occupants, and successors in interest.

2. No unit shall be used for any purpose other than for single-family residential purposes, except for rights of Declarant as provided herein including the right to construct the buildings and sell the same, and to maintain model homes and other sales facilities within the units owned by the Declarant, and except for Lots 199, 200, 220 and 221, which may be used as provided by Chatham zoning restrictions.

3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any unit except that pets, specifically, no more than two domesticated dogs and/or cats of no more than 60 pounds each in weight may be kept, provided that they are not kept, bred or maintained for any commercial purposes. The Association may, by rules and regulations, prohibit or further limit the raising, breeding or keeping on any unit of any pet. Any person owning or keeping pet dogs or cats shall be responsible for and shall, at all times clean up waste or excrement from such pet(s) on the Common Elements. Failure to do so in a prompt responsible manner shall result in a fine or special assessment by the Association against such unit. No outside kennels or dog runs may be kept on the property.

4. No noxious or offensive activities not involving the maintenance of units or Common Elements shall be carried on upon any unit nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood; nor shall any unit

be used for any unlawful purpose. Nor shall any Owner cause, or suffer or harbor the source of, any noise or activity which disturbs the peace, comfort, and quiet enjoyment of other Owners.

5. Neither a unit nor any portion of the Properties shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage, rubbish and trash shall not be kept on said premises except in sanitary containers. All equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition. All trash receptacles and garbage cans shall be stored in the garages on each unit. This restriction shall not preclude the placement of waste containers outside of such area on a temporary basis if so required by governmental regulation or terms of contract with a commercial waste collector.

6. No structure of a temporary character, (e.g. trailer, tent, shack, garage, barn, or other building) shall be used on the property at any time as a residence, either temporarily or permanently.

7. No tower or antennae shall be placed upon the property except that the Board of Directors of the Association may approve, on an individual basis, the placement of a grey or black satellite dish with the circumference of twenty (20) inches or less, provided that the Board of Directors of the Association is satisfied, in its sole discretion, that the placement is in a site that is aesthetically acceptable.

8. No personal property shall be stored or left upon the property except within the unit. Garage doors shall be kept closed except during times of access to the garage.

9. Nothing shall be altered in, constructed in, or removed from the Common Elements, except upon written consent of the Board of Directors of the Association, which may be given consistent within the regulations of the Association.

10. No boat, snowmobile, recreational vehicle, trailer, or other vehicle other than automobiles shall be stored or parked in any driveway or street or anywhere else on the Properties. The Association may, by regulation or rule, limit or prohibit the parking of automobiles on any driveway. In the event of violation of this provision, the Association may, after reasonable notice, remove such boat, snowmobile, recreational vehicle, trailer, or other vehicle.

11. No abandoned motor vehicle shall be permitted to remain upon the streets or driveways or on the Properties. The Association shall have the right to remove any such vehicle at any time, and assess the costs of such removal against the unit which is owned or occupied by the person in control or possession of such vehicle.

12. Neither the Association nor any unit Owner shall permit any truck with a gross weight in excess of $\frac{1}{2}$ ton to operate or travel on a regular periodic basis upon any driveway or street which

is not dedicated as a public street.

13. No fences shall be erected on the property without a prior approval of the Board of Directors.

14. No unit may be leased for transient or hotel purposes. Any lease of any unit shall be in writing which shall be expressly subject to the Act, this Declaration and any Rules and Regulations adopted by the Association and which provide that any violation of the Act, this Declaration and any Rules and Regulations shall be a default under the lease. No time shares shall be created with respect to any unit.

15. No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

16. Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance on the Common Elements or the Association Responsibility Elements, without the proper written consent of the Board of Directors of the Association. No Owner shall permit anything to be done or kept on Owner's unit or in the Common Elements which will result in the cancellation of insurance on any unit or any part of the Common Elements or the Association Responsibility Elements, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.

17. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance modification or repair of property shall be the same as the responsibility for the maintenance and repair of the property concerned.

18. The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use of units, the Common Elements, and the Association Responsibility Elements, and such rules shall be observed and obeyed by the Owners, their guest, lessees, assigns, and licensees.

19. Agents of or contractors hired by the Board of Directors of the Association may enter any unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owners as practicable.

20. Neither the Owners nor the Association nor the use of the Common Elements shall interfere with the completion of the contemplated improvements and the sale of the units by the Declarant. The Declarant may make such use of the unsold units and the Common Elements as may facilitate such completion and sale, including, but not limited to, the maintenance of sale offices, model homes, the showing of the property, and the display of signs.

21. Failure of the Association or any Owner to enforce any

covenant, condition, or restriction of this Declaration, the Articles of Incorporation, or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

J. EASEMENTS AND ENCROACHMENTS

1. General Easements. Each unit shall be subject to the following easements in favor of the Association and the other Owners:

- (a) Every portion of a structure upon a unit which contributes to the support of any structure not on the same unit is burdened with an easement of such support.
- (b) Each unit is burdened with an easement through the unit and through the attic and basement of any structure thereon for the furnishing of utilities and services to other units.
- (c) Each unit is burdened with an easement of ingress and egress for maintenance, repair and replacement of Association Responsibility Elements by the Association.
- (d) Each unit is burdened with an easement for common driveway usage with other designated units, if and only if a shared or common driveway is constructed serving more than one unit.
- (e) Each unit is burdened with an easement for the benefit of all other units and the Common Elements.
- (f) Each unit is burdened with an easement for minor encroachments of common walls due to settling, shifting or inexact location during construction.
- (g) Each unit is burdened with easements for public utilities and sidewalks as may be shown upon any recorded subdivision plat.

- (h) Each unit is burdened with an easement through the unit but outside of any structure thereon for purposes of reasonable ingress and egress by other Unit Owners to the front and rear of the other Owner's unit.
- (i) Each unit is burdened with any and all recorded easements including any easements reserved or dedicated on the recorded plat.
- (j) All Sanitary Sewer, Water and Storm Sewer lateral and services as well as the streets within the property are private. All repairs are the responsibility of the association.

2. Drainage. Water Retention, Utility and Sewer Easements.

As noted on the plat, there are reserved certain areas of the property for drainage, public utility and sewer easements. In doing so, it is the intention of the Declarant to provide the needed flexibility to itself, for the benefit of all Owners, to properly install and allow to be maintained all electrical, telephone, water, gas, sewer, cable television, and other utility services (including all lines, pipes, wires, cables, ducts, etc.), to the units. No other improvements or permanent structures (excluding walkways, driveways, and fences) shall be placed within such utility easements and any fences so installed shall be and are expressly subject to the rights (including the right to remove where reasonably necessary without duty or replacement or reimbursement) of any public or private utility to construct, maintain, repair or remove any necessary facilities and the right of Declarant and the Association to provide for and maintain appropriate drainage.

The Village of Chatham shall be a third party beneficiary to the drainage provisions of these covenants and shall have the right to require the Association to enforce these covenants, and the right itself to enforce the covenants, against either the Association or an individual property owner within the land subject to this Declaration with respect to maintenance of drainage swales, detention areas and other drainage improvements located within the land subject to this Declaration. The Village shall have the right to require the Association or any individual property owner to restore any alterations in any drainage swale, detention area or other drainage improvement and to require the removal of any obstruction to any drainage swale, detention area or other drainage improvement.

3. Additional Easement Rights. Declarant reserves unto itself, for the benefit of all Owners, an easement and full right, title and authority to relocate, alter, or otherwise leave the location of any drainage, utility, and sewer easement and to grant such further easements, licenses and rights of way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for the ingress, egress, utility, and similar purposes on or within any units or any portion of Common Area. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, water retention, utility and sewer easement, or other easement, license or right-of-way by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Sangamon County, Illinois, and any Owner of any unit shall take title subject to the right and easements reserved herein; provided, however, the rights reserved in

this Section 3 shall not be exercised in a manner which unreasonably and adversely affects any Building or portion thereof or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress or egress to any unit. The rights and easements reserved by Declarant in this Section 3 shall run with the land and Declarant right to further alter or grant easements shall automatically terminate when Declarant shall have conveyed the last unit within the properties.

4. Easement for Emergency Purposes and City and Utility Workers.

An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private, over and upon the Common Elements and any pedestrian walkways or sidewalks. An easement is hereby dedicated and granted to the City and utilities workers for access to valves, meters, and other appurtenances within the Common Elements.

5. Easement for Signs. Declarant reserves unto itself for so long as it owns any unit, the right and easement to erect and maintain such entryway, identification and "For Sale" sign or signs within the Properties as Declarant deems reasonably necessary.

6. Encroachment. If, by reason of the location, construction, settling or shifting of a Building, any part of a Building consisting of a single family residence (hereinafter in this Article X referred to as the "Encroaching Unit") encroaches upon any minor portion of any other adjacent unit, then in such event, an exclusive easement shall be deemed to exist and run to the Owner of the Encroaching Unit for the maintenance, use and enjoyment of the Encroaching Unit and all appurtenances thereto.

7. Driveways and Access. An easement is hereby reserved and granted to each unit for driveway and access purposes over the Common Elements wherein the private common driveways and the driveway servicing such unit is located. This easement shall extend from the unit to the street. Further, an easement is hereby reserved and granted for the use of all units served by one common driveway. This driveway easement shall be for ingress and egress purposes and no unit Owner shall park or allow to be parked any vehicle or other obstruction within the driveway area, so as to prevent access to the other unit or units which such driveway serves. Further, there is hereby reserved and granted an easement for the benefit of each unit served by a sidewalk and pedestrian walkway located partially or wholly on the Common Elements or another property. This latter easement is for the purpose of allowing pedestrian access from the street to the unit served by such sidewalk or pedestrian walkway. No Owner shall obstruct or allow obstructions on any sidewalk or pedestrian walkway that would impair the use or access by the Lot Owner that such sidewalk or pedestrian walkway serves.

K. PARKING RIGHTS

Subject to the provisions of Article X, Section J, Paragraph 7 above, the paved driveway in front of each Owner's garage shall be for the exclusive benefit of such Owner and Owner's guests. No one shall use these parking spaces for parking or storing of boats, snowmobiles, trailers, camping vehicles, or other recreational vehicles, or the parking of trucks or other commercial vehicles, except temporarily or incidentally for the making of pickup and deliveries to neighboring units. No bicycles, toys, or other private property shall be allowed

to obstruct any driveway, nor shall the same be stored in the open
alongside building walls or other locations of public view. No fence,
barrier, or other obstruction of any kind shall ever be placed or
constructed so as to impede access from or to any unit, or any public
street.

L. TRASH REMOVAL

1. Master Contract. The Association may contract with the City and/or any other single provider for the removal and disposal of garbage, trash and other solid waste from all units in accordance with this Declaration. Each unit Owner shall be obligated to purchase such services from the provider designated by the Association upon the terms, conditions and rates negotiated by the Association. Lots 199, 200, 220 and 221 shall not receive services under the Master Contract.

2. Charges. Any charges imposed by the provider designated by the Association shall be paid by the Association and shall be included in the general assessments to unit Owners. In the event that any unit Owner requests any services not included within the basic/general charges of the provider, the unit Owner upon written demand by the Association, shall reimburse the Association for any charges for such services, plus all related costs, including interest, attorney fees and administrative charges of the Association, and if not paid by unit Owner, such charges shall be a lien against the unit. Any charge, lien or claim pursuant to this Article shall not be subject to any maximum increase in general assessments.

M. PROPERTY RIGHTS IN COMMON AREA

1. Obligations of the Association. The Association, subject to the rights of the Owners as set forth in the Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners, of the Common Elements conveyed to it and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management.

No person other than the Owner of a unit and/or the Owner's invitees shall have the right to enter upon, use or affect an Association Responsibility Element, except that the Association and its designates may enter upon and within a unit at reasonable times for the following purposes:

- (a) Installation, repair, removal, replacement or inspection of an Association Responsibility Element.
- (b) Enforcement of any provisions of this Declaration or the Articles of Incorporation or the Bylaws of the Association.
- (c) Mowing and maintenance of grass and landscaped areas.
- (d) Snow removal as herein provided.
- (e) The right of the Association to mortgage any or all of the Common Elements with the approval of a majority vote of the Members.

2. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Elements which

may be delegated to family members, lessees and guests of every Owner, (subject to any reasonable and nondiscriminatory rules and regulations which may be enacted by the Association) which shall be appurtenant to and shall pass with the title to every unit, subject to the following provisions:

- (a) The right of the Association to suspend the voting rights of the Owner for any period during which any assessment against the Owner's unit remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations; provided, however, that nothing contained in this paragraph shall be deemed to deny an Owner access to and from the Owner's unit;
- (b) The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded;
- (c) The right of the Declarant, its successors and assigns to designate, establish, grant, dedicate, install and/or maintain utility and drainage easements within the Common Elements;
- (d) The right of the Declarant to maintain a sales office, any number of model Living Units, easements for construction of unsold Lots by Declarant and Declarant's invitees;
- (e) The right of Declarant but not the obligation to provide in the Common Elements, landscaping, outdoor furniture and recreational equipment, signs, decorative structures and necessary appurtenant utilities;
- (f) The Rules and Regulations promulgated and published by the Association's Board of Directors, the Articles of Incorporation and Bylaws, and those accompanying this Declaration; and
- (g) The right of the Association to mortgage any or all of

the Common Elements with the approval of a majority vote of the Members.

3. Title to Common Elements. The Declarant hereby covenants for itself, its successors and assigns, that it shall convey to the Association from time to time and as it is subsequently determined, the fee title to all Common Elements, free and clear of all mechanic's liens or any liens or encumbrances whatsoever except covenants, easements, conditions and restrictions of record or created by this Declaration, or granted to the City of Washington, Illinois.

4. Use of the Common Elements. The Common Elements shall be used strictly in accordance with the provisions of the Declaration. No Owner shall obstruct or interfere whatever with the rights and privileges of other Owners or the Association in the Common Elements, and nothing shall be planted, altered, constructed upon, or removed from the Common Area, except by prior written consent of the Association. If an Owner violates this section, the Association shall have the right to restore the Common Elements to the prior condition and charge and assess the cost thereof against the Owner which assessment shall become due and payable upon demand. The Association shall have the same rights and powers to collect the cost of such restoration as provided in Article X D, Section 8, for the collection of delinquent assessments. If an Owner interferes with the rights and privileges of another Owner in the use of the Common Elements, the Association or the offended Owner may commence

an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable attorneys fees as the Court may allow together with all necessary costs and disbursements incurred in connection therewith.

5. Duration. The Common Elements shall not be diminished and shall continue in perpetuity except by approval of all members of the Association subject to the provisions for dedication or transfer in Article X O, Section 2 (b) above and the right to mortgage in Article X O, Section 2 (g) above.

N. INSURANCE

1. Authority to Purchase; Notice.

(a) In addition to the maintenance assessments and the special assessments, the Association may levy assessments for all insurance purchased by the Association. Except as otherwise provided in Section 5 of this Article X N, all insurance policies relating to the Properties shall be purchased by the Association. The Association, the Board of Directors of the Association, the managing agent and the Declarant shall not be liable for failure to obtain any coverage required by this Article X N or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage are so available only at demonstrably unreasonable cost. The Association shall promptly furnish to each Owner written notice of the procurement of, subsequent changes in, or termination of, insurance coverage obtained on behalf of the Association. The Association shall not provide insurance for Lots 199, 200, 220 or 221.

(b) Each such policy shall provide that:

(1) The insurer waives any right to claim by way of subrogation against the Association, the Board of Directors of the Association, and the Owners and their respective agents, employees, guests and in the case of the Owners, the members of their

households;

- (2) Such policy shall not be canceled, invalidated or suspended due to the conduct of any Owner (including Owner's invitees, agents and employees) or of any member, officer or employee of the Association without a prior demand in writing that the Association cure the defect and the Association shall not have so cured such defect within thirty (30) days after such demand;
 - (3) Such policy may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty days' (30) prior written notice to the Association and all mortgagees.
- (c) The Declarant, so long as the Declarant shall own any of the property, shall be protected by all such policies as Owner. The coverage provided to the Declarant under the insurance policies obtained in compliance with this Article XIV shall not be deemed to protect or to be for the benefit of any general contractor engaged by the Declarant nor shall such coverage be deemed to protect the Declarant against liability for (or waive any rights with respect to) warranty claims.
- (d) All policies of insurance shall be written by reputable companies licensed to do business in the State of Illinois. Physical damage policies shall be in form and substance and with carriers acceptable to a majority of the mortgagees.
- (e) The deductible, if any, on the insurance policy purchased by the Association shall be a common expense provided, however, that the Association may assess any deductible amount necessitated by the negligence, misuse, or neglect of an Owner against such Owner.

2. Physical Damage Insurance.

- (a) The Association shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, sprinkler leakage (if applicable), debris removal and water damage endorsements, insuring the entire Properties (including all of the Living Units and the bathroom and kitchen fixtures initially installed therein by the Declarant but

not including furniture, wall coverings, furnishings, or other personal property supplied or installed by Owners), together with all air-conditioning and heating equipment and other service machinery contained therein and covering the interests of the Association, the Board of Directors and all Owners and their mortgagees, as their interests may appear (subject, however, to the loss payment provisions in favor of the insurance trustee contained in Section 6 of this Article X N), in an amount equal to one hundred percent of the then current replacement cost of the Properties (exclusive of the land, excavations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined annually by the Association with the assistance of the insurance company affording such coverage). The Association shall also obtain and maintain such coverage on all real and personal property owned by the Association.

(b) Such policy shall also provide:

- (1) A waiver of any right of the insurer to repair, rebuild, or replace any damage or destruction, if a decision is made pursuant to this Declaration not to do so;
- (2) The following endorsements (or equivalent): (1) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or Owner or their agents when such act or neglect not within the control of the insured, or the Owners collectively, to comply with any warranty or condition with regard to any portion of the Properties over which the insured, or the Owners collectively, have no control); (2) "cost of demolition"; (3) "contingent liability form operation of building laws or codes"; (4) "increased cost of construction"; (5) "Living Unit replacement cost"; and (6) "agreed amount" or elimination of co-insurance clause; and
- (3) That any "no other insurance" clause expressly exclude individual Owners' policies from its operation so that the physical damage policy purchased by the Association shall be deemed primary coverage and any individual Owners' policies shall be deemed excess coverage and in no event shall the insurance coverage obtained and maintained by the

Association hereunder provide for or be brought into contribution with insurance purchased by individual Owners or their mortgagee's, unless otherwise required by law.

- (c) A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to any mortgagee requesting the same, at least thirty days prior to the expiration of the then current policy. Prior to obtaining any policy of physical damage insurance or any renewal thereof the Association shall obtain an appraisal from an insurance company, or such other source as the Association may determine, of the then current replacement cost of the improvements to the Properties (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this section. All mortgagees shall be notified promptly of any event giving rise to a claim under such policy arising from damage to the Common in excess of one percent of the then current replacement cost of the Common Area. The mortgagee of a Living Unit shall be notified promptly of any event giving rise to a claim under such policy arising from damage to such Living Unit.

3. Liability Insurance. The Association shall obtain and maintain comprehensive general liability (including libel, slander, false arrest, and invasion of privacy coverage) and property damage liability insurance in such limits as the Board of Directors may from time to time determine, insuring the Association, each director and each Owner against any liability to the public or to the Owners (and their invitees, agents and employees) arising out of, or incident to the ownership or use of the Common Area. Such insurance shall be issued on a comprehensive liability basis and shall

contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another named insured under the policy shall not be prejudiced with respect to an action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) deletion of the normal products exclusive with respect to events sponsored by the Association; and (iv) a "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to a Unit Owner because of negligent acts of the Association or of another Owner. In no event shall such insurance be less than one million dollars covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained in an amount not less than one million dollars (\$1,000,000.00).

4. Other Insurance. The Association shall obtain and maintain:

- (a) adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall: (i) name the Association as an obligee; (ii) be written in an amount not less than one-half the total annual assessments for the year or the amount required by mortgagees, or one or more of the Federal Mortgage Agencies, whichever is greatest; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employees" or similar expression;

- (b) if required by any governmental or quasi-governmental agency, including without limitation one or more of the Federal Mortgage Agencies, flood insurance in regulation of such agency;
- (c) workers' compensation insurance to the extent necessary to meet the requirements of law (including a voluntary employee's endorsement and an "all states" endorsement);
- (d) broad form machinery and pressure vessel explosion insurance (if applicable) in an amount not less than five hundred thousand dollars per accident per location;
- (e) directors' and officers' liability insurance in an amount not less than one million dollars; and
- (f) such other insurance as the Board of Directors may determine.

5. Separate Insurance. Each Owner shall have the right, at Owner's own expense, to obtain insurance for such Owner's personal property and personal liability, as well as any improvements made to the unit by such Owner (under coverage normally called "improvements and betterments coverage"; provided, however, that no Owner shall be entitled to exercise this right to acquire or maintain such insurance coverage so as to decrease the amount which the Association on behalf of all Owners, may realize under any insurance policy maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. No Owner shall obtain separate insurance policies on the Lot and improvements thereto except as provided in this section. The owners of Lot 199, 100, 220 and 221 shall purchase and maintain their own liability and casualty coverage.

6. Insurance Trustee.

- (a) All physical damage insurance policies purchased by the Association shall be for the benefit of the Association, the Owners, their mortgagees, and the Declarant, as their interests may appear, and shall provide that all proceeds of such policies shall be paid in trust to the Board of Directors of the Association as "insurance trustee" to be applied pursuant to the terms of Article X O.
- (b) The sole duty of the insurance trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in this Declaration, for the benefit of the insured and the insured's beneficiaries thereunder.

O. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

1. When Repair and Reconstruction are Required. Except as otherwise provided in Section 4 of this Article X O, in the event of damage to or destruction of all or any part of any Building as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration thereof (including any damaged Living Units and the floor coverings, kitchen or bathroom fixtures and appliances initially installed therein by the Declarant, and replacements thereof installed by the Declarant, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Owners in the Living Units). Notwithstanding the foregoing, the Owner shall have the right to supervise the redecoration of the Living Unit.

2. Procedure for Reconstruction and Repair.

- (a) Cost Estimates. Immediately after a fire or other casualty causing damage to any portion of the building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring such portion (including any damaged units and any floor

coverings and kitchen and bathroom fixtures and appliances initially installed by Declarant, and the replacements thereof installed by the Declarant, but not including any other furniture, furnishings, fixtures or equipment installed by the unit Owner) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the insurance trustee determines to be necessary.

- (b) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a common expense and a special assessment therefor shall be levied.
- (c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of the Building, subject to any modifications required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible.

3. Disbursements of Construction Funds.

- (a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the insurance trustee from collections of assessments against Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:
 - (i) If the estimated cost of reconstruction and repair is less than fifty thousand (\$50,000) dollars, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; provided, however, that upon request of twenty percent of the mortgagees, such fund shall be disbursed pursuant to paragraph (ii).
 - (ii) If the estimated cost of reconstruction and repair is fifty thousand (\$50,000) dollars or more, then the construction fund shall be disbursed in payment

of such costs upon approval of an architect qualified to practice in Illinois and employed by the insurance trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or finished materials in connection with the work stating that: (1) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (2) there is no other outstanding indebtedness known to such architect for the services and materials described; and (3) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

- (b) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be divided equally among all Owners.
- (c) Common Elements. When the damage is to both Common Elements and Living Units, the insurance proceeds shall be applied first to the cost of repairing those portions of the Common Elements which enclose and service the Living Units, then to the cost of repairing the other Common Elements and thereafter to the cost of repairing the Living Units.
- (d) Certificate. The insurance trustee shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary of the Association, certifying: (i) whether the damaged building is required to be reconstructed and repaired; (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund; and (iii) all other matters concerning the holding and disbursing of any

construction fund. Any such certificate shall be delivered to the insurance trustee promptly after request.

4. When Reconstruction is Not Required. If the Board of Directors elects not to repair insubstantial damage to the Common Elements, the Board of Directors shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Properties and the balance of any insurance proceeds received on account of such damage shall be distributed equally among all Owners. This Paragraph O shall not apply to Lots 199, 200, 220 or 221.

P. RIGHTS OF ELIGIBLE MORTGAGEES

1. Consent to Certain Amendments. The written consent of Eligible Mortgagees representing at least 67% of the Lots that are subject to first mortgages held by Eligible Mortgagees, (based upon one vote per first mortgage owned) or Class A Members of the Association, shall be required for any amendment to this Declaration, Articles of Incorporation or Bylaws of the Association which causes any change in the following: (a) voting rights; (b) increases in assessments that raise the previously assessed amount by more than 25%; (c) reductions in substantially all of the reserves for maintenance, repair and replacement of Common Elements; (d) responsibility for maintenance and repairs; (e) reallocation of interests in the Common Elements or right to their use; (f) redefinition of any unit Boundaries; (g) convertibility of units

into Common Elements or vice versa; (h) expansion of the Properties or the addition or withdrawal of Properties to or from the Properties ; (i) hazard, or fidelity insurance requirements; (j) leasing of units; (k) imposition of any restrictions of the leasing of units; (l) restoration or repair of the Properties, (after a hazard damages or partial condemnation) in a manner other than that specified in this Declaration; (m) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; (n) seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission; or (o) any provisions that expressly benefit mortgage holders, or insurers or guarantors of mortgages. Notwithstanding the foregoing, approval of a proposed amendment shall be deemed given if an Eligible Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided that the notice was delivered by certified mail with a return receipt.

2. Consent to Certain Actions. The written consent of Eligible Mortgagees representing at least sixty-seven (67%) percent of the units that are subject to first mortgages, (based upon one vote per first mortgagee) shall be required to abandon or terminate the Condominium.

3. Consent to Subdivision. No unit may be partitioned or subdivided without the prior written approval of all of the unit

Owners and Eligible Mortgages thereof, and the Association.

4. No Right of First Refusal. The right of a unit Owner to sell, transfer or otherwise convey his or her unit shall not be subject to any right of first refusal or similar restrictions.

5. Priority of Lien. Any holder of a first mortgage on a unit or any purchaser of a first mortgage at a foreclosure sale, that comes into possession of a unit by foreclosure of the first mortgage or by deed or assignment in lieu of foreclosure, takes the unit free of any claims for unpaid assessments or other charges or liens imposed against the unit by the Association which have accrued against such unit prior to acquisition of possession of the unit by said first mortgage holder or purchaser; (i) except as provided in Article X D, Section 9 and the Act, and (ii) except that any unpaid assessments or charges with respect to the unit may be reallocated among all units in accordance with their interests in Common Elements.

6. Priority of Taxes and Other Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual units and not the Properties as a whole.

7. Priority for Condemnation Awards. No provisions of this Declaration or the Articles of Incorporation or Bylaws of the Association shall give a unit Owner, or any other party, priority over any rights of the Eligible Mortgagee of the unit pursuant to

its mortgage in the case of a distribution to such unit Owner of insurance proceeds or condemnation awards for losses to or a taking of the unit, Limited Common Elements and/or the Common Elements. The Association shall give written notice to all Eligible Mortgagees of any condemnation or eminent domain proceeding affecting the Properties promptly upon receipt of notice from the condemning authority.

8. Management Agreements. The term of any agreement for professional management of the Properties may not exceed two (2) years. Any such agreement must provide at a minimum for termination without penalty or termination fee by either party (i) with cause, upon thirty (30) days prior written notice; and (ii) without cause, upon ninety (90) days prior written notice.

9. Access to Books and Records. Eligible Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours, and to receive free of charge, upon written request copies of the Association's annual reports and other financial statements. Financial statements shall be available within one hundred twenty (120) days of the end of the Association's fiscal year. If a request is made by FNMA, FHA or any institution, guarantor or insurer of a mortgage loan against a unit for an audit of the Association's financial statements, the Association shall cause an audit to be made and deliver a copy to the requesting party.

10. Notice Requirements. Upon written request to the Association, identifying the names and address of the holder, insurer or guarantor of a mortgage on a unit, and the unit number or address, the holder, insurer or guarantor shall be entitled to timely written notice of:

- (a) a condemnation loss or any casualty loss which affects a material portion of the Property of the Lot securing the mortgage.
- (b) a 60-day delinquency in payment of assessments or charges owed by the unit Owner of a unit on which it holds a mortgage.
- (c) a lapse, cancellation or material modification of any insurance policy maintained by the Association.
- (d) a proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

Q. GENERAL PROVISIONS

1. Compliance with Laws. The Condominium has been created and exists in full compliance with the requirements of the Act and all other applicable laws.

2. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated, Declarant, the persons in ownership from time to time of the units and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Illinois law, with or without providing any actual damages, including the right to secure

injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorney's fees and the costs and expenses incurred as a result thereof.

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall be perpetual. This Declaration may be amended by an instrument signed by the Lot Owners and Eligible Mortgagees representing Lots to which not less than 67% of votes have been allocated. Any amendment must be recorded.

4. This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty-one (21) years from the date of recordation and shall automatically extend for successive period of then (10) years each unless prior to the expiration of any such ten-year period it is amended or changed in whole or in part as hereinabove provided. Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgement or decree shall in now way affect any of the other provisions hereof, but the same shall remain in full force and effect.

5. Notice to Mortgagees. The Association, upon request, shall provide written notification to any lender holding a first mortgage upon any unit specifying the defaults of the Owner of such unit, if

any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its Bylaws, or any other applicable documents which default has not been cured within thirty (30) days.

6. Restriction of Rental. In order to protect the integrity of this development and to insure that those persons residing therein have similar proprietary interests in their units, no unit located thereon shall be leased or rented to any person not having an ownership interest therein, unless and until the unit has been occupied for a period of one year by the Owner or Owners thereof. Thereafter, no unit located thereon shall be leased or rented for a period of time of less than one year, and no lease or rental agreement to any such tenants or lessees shall be extended or renewed for a shorter period of time. The restrictions contained herein shall not apply to the Declarant or units owned by it. An Owner who intends to lease or rent a unit shall provide a copy of this Declaration to the proposed Lessee prior to entering into a lease or rental agreement. All Lessees shall sign an acknowledgment of receipt of this Declaration and an agreement abide by the restrictions contained herein throughout the period of the lease. A copy of all leases must be provided to and approved by the Association prior to the Owner and Lessee entering into an agreement. A copy of the executed lease or rental agreement and the signed acknowledgment of receipt of this

Declaration as provided in this paragraph shall be provided to the Association by the Owner.

7. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

8. Tender of Claims. In the event that any incident occurs which could reasonably give rise to a demand by the Association against the Declarant for indemnification pursuant to the Act, the Association shall promptly tender the defense of the action to its insurance carrier, and give Declarant written notice of such tender, the specific nature of the action and an opportunity to defend against the action.

ARTICLE XI

OTHER PROVISIONS

1. The Owner, each unit owner and the Association of Unit Owners shall have all the rights, power and obligations set forth in the Illinois Condominium Property Act (765 ILCS 605/1 et. seq. as amended) as that statute exists on the date of this Declaration and as it may from time to time be amended in the future.

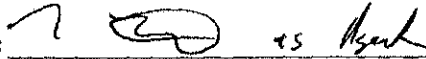
2. In the event the Board of Managers/Directors of an association of condominium unit owners obtains property insurance, the Board may include in the coverage the replacement costs of betterments and improvements made in and to any unit and may assess

the resulting increased premium charges to that respective unit owner.

3. Units taken or materially damaged through eminent domain proceedings or as a result of a casualty loss where insurance proceeds are insufficient to reconstruct, may be withdrawn from this Condominium by action of the Board of Managers/Directors of the Association of Unit Owners, with the percent of interest in the common elements reallocated as the Board may determine. Upon withdrawal of a unit or portion thereof, responsibility for payment of fees, dues and assessments, not then due and payable, shall cease.

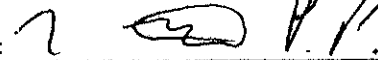
IN WITNESS WHEREOF, the Owner has executed this Declaration of Condominium effective this 13 day of April, 2006.

PHOENIX GROVE VENTURES, INC.

BY:  as Agent

ATTEST:

CARRIAGE HOMES OF ILLINOIS, INC.

BY:  V.P.

ATTEST:

EXHIBIT A

1. Lot 216, Oakbrook Estates Subdivision Plat #16
2. Park Lot 1001, Oakbrook Estates Subdivision Plat #16
3. Park Lot 1002, Oakbrook Estates Subdivision Plat #16

EXHIBIT A

1. Lot 216, Oakbrook Estates Subdivision Plat #16
2. Park Lot 1001, Oakbrook Estates Subdivision Plat #16
3. Park Lot 1002, Oakbrook Estates Subdivision Plat #16

EXHIBIT B-1

<u>Unit Legal Description</u>	<u>Percent of Ownership in the Common Elements</u>
Unit 1000 in the Condo Survey of Lot 216 Oakbrook Estates Subdivision	50%
Unit 1001 in the Condo Survey of Lot 216 Oakbrook Estates Subdivision	50%

CONDO SURVEY

LEGAL DESCRIPTION

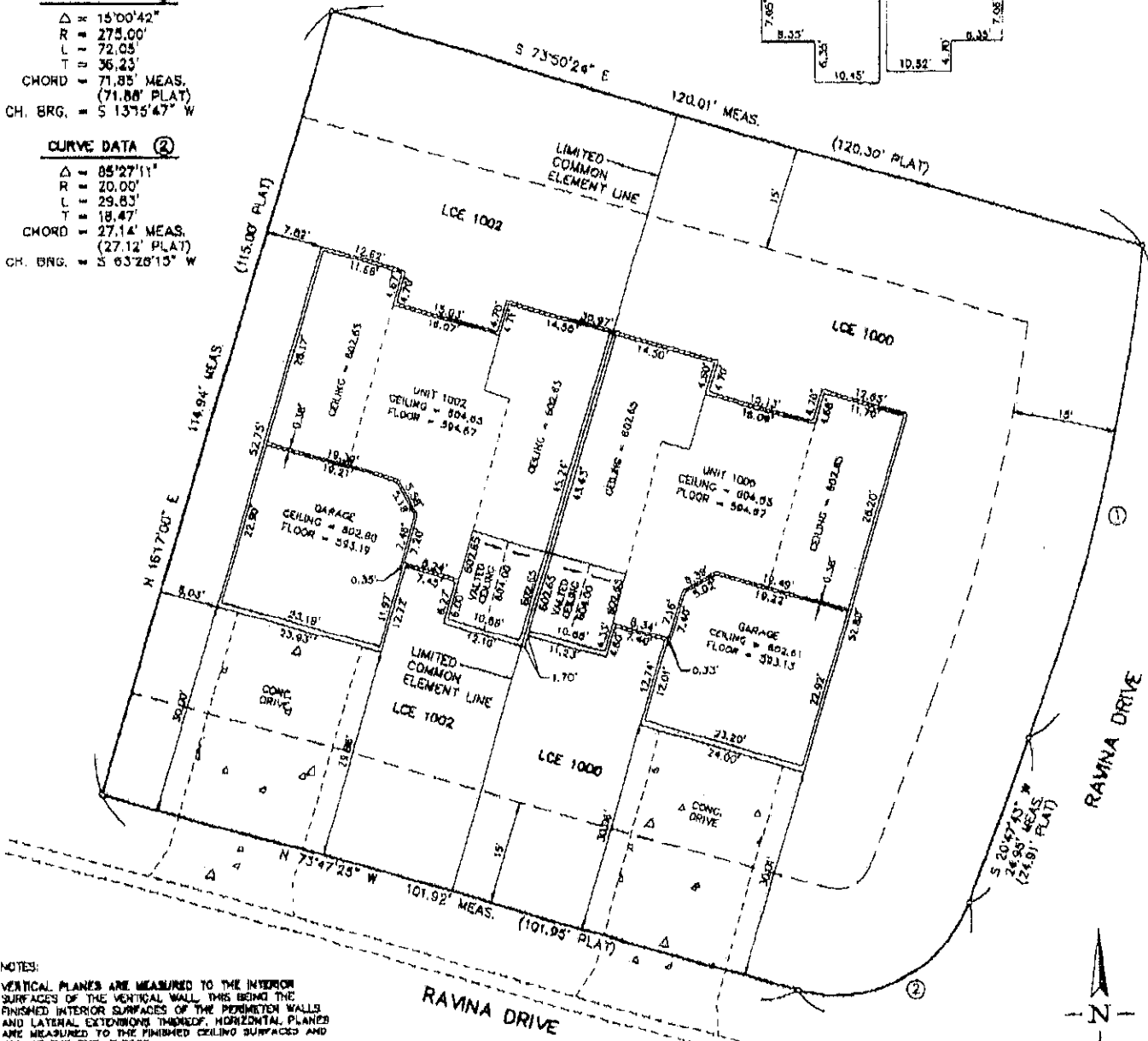
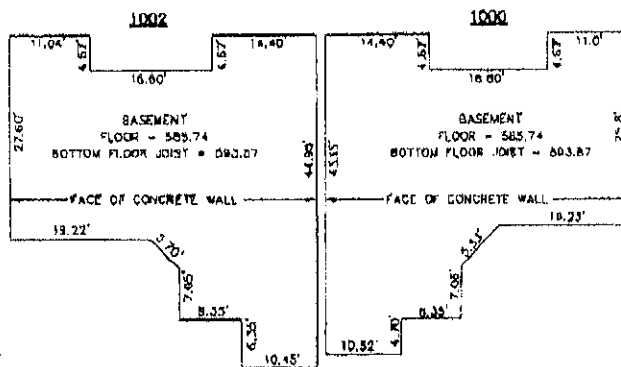
LOT 216, OAKBROOK ESTATES SUBDIVISION, PLAT NO. 16

EXHIBIT 3-2

CLIENT: CARRIAGE HOMES OF ILLINOIS
FIELD WORK COMPLETED: 02/15/2008
VILLAGE OF CHATHAM

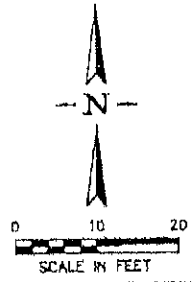
CURVE DATA ①
 $\Delta = 15^{\circ}00'42''$
 $R = 275.00'$
 $L = 72.05'$
 $T = 36.23'$
 CHORD = 71.85' MEAS.
 (71.88' PLAT)
 CH. BRG. = S 13°15'47" W

CURVE DATA ②
 $\Delta = 85^{\circ}27'11''$
 $R = 20.00'$
 $L = 29.83'$
 $T = 18.47'$
 CHORD = 27.14' MEAS.
 (27.12' PLAT)
 CH. BRG. = S 63°28'15" W



NOTES:
 VERTICAL PLANES ARE MEASURED TO THE INTERIOR SURFACES OF THE VERTICAL WALL, THIS BEING THE FINISHED INTERIOR SURFACES OF THE PERIMETER WALLS AND LATERAL EXTENSIONS THEREOF. HORIZONTAL PLANES ARE MEASURED TO THE FINISHED CEILING SURFACES AND TOP OF THE SUB-FLOORS.
 ALL ELEVATIONS SHOWN ARE REFERENCED TO A BENCHMARK THAT IS THE SOUTH CAP BOLT ON THE FIRE HYDRANT AT THE SOUTH CORNER OF LOTS 214 & 215. ELEV. = 594.07

LEGEND
 IRON PIPE (IPND)
 CASHEMENT LINE



ILLINOIS PROFESSIONAL LAND SURVEYORS (COURTESY) 16 02/17/2008 7:00am

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

 ILLINOIS PROFESSIONAL LAND SURVEYOR # 2000
 DATE SIGNED 2-21-08



REVISIONS	DATE	02/15/08
	DRAWN	McGAWA
GREENE & BRADFORD, INC. OF SPRINGFIELD CONSULTING ENGINEERS 2401 CONSTITUTION DRIVE WINDYBUSH, ILLINOIS 62171 (417) 793-8844 (217) 793-8137 FAX PROFESSIONAL LAND SURVEYING FIRM NO. CAS-000004	PROJ. NO.	05081.06
	FIELD BOOK	-
	COMPOUND FILE NO.	-
	DATE	02/15/08

EXHIBIT C

BY-LAWS

OF THE OAKBROOK ESTATE OF CHATHAM CONDOMINIUM OWNERS ASSOCIATION

The administration of the Condominium, whether by a Board of Managers, a voluntary association of unit owners or Board of Directors of a not-for-profit corporation, shall be governed by the following by-laws:

A. The unit owners shall form an association. Each unit owner shall automatically and without any other approval of consent be a member of the association.

B. After the conversion of Class B membership to Class A membership, the association shall have one class of membership.

C. The first meeting of the unit owners association shall take place not more than 60 days after 75% of the units are in an ownership other than that of the owner or 3 years after the recording of the Declaration, whichever occurs first. In determining when 75% of the units are in ownership, other than that of the owner, the computation shall be made to include all units constructed or under construction on property added pursuant to the add-on provisions of the Declaration.

D. Annual meetings of the association other than the first such meeting shall be in June.

E. A majority of the unit owners shall constitute a quorum for meetings of the association.

F. Special meetings of the unit owners association shall be called by the President, Board of Managers/Directors, or 20% of the unit owners.

G. Written notice of any association membership meeting shall be mailed or delivered, giving members no less than 10 or no more than 30 days notice of the time, place and purpose of such meeting.

H. Voting shall be on a percentage basis, and that the percentage vote to which each unit is entitled is the percentage interest of the undivided ownership of the common elements appurtenant thereto.

I. If only one of the multiple owners of a unit is present at a meeting of the association, he is entitled to cast all the votes allocated to that unit, if more than one of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners; the Board may determine that there is majority agreement if any one of the multiple owners cast the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit.

J. A unit owner may vote by proxy executed in writing by the unit owner or by his duly authorized attorney in fact. Any such proxy shall be invalid after 11 months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution.

K. The affirmative vote of not less than two-thirds (2/3) of the votes of unit owners at a meeting duly called for that purpose shall be required for: (1) merger or consolidation of the association; (2) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the association; and (3) the purchase or sale of land or of units on behalf of all unit owners.

L. At the first meeting and at each annual meeting thereafter, the association shall elect three (3) members as the Board of Managers/Directors to serve for two (2) years and until their successors are elected. All members shall be elected at large. Board members may be removed for cause by a majority vote of the Association. The board shall serve without compensation. Expenses may be reimbursed. Vacancies on the Board or among the officers shall be filled by a 2/3 vote of the remaining members of the Board, until the next meeting of unit owners or for a period terminating no later than 30 days following the filing of a petition signed by unit owners holding 20% of the votes of the association, requesting a special meeting of the unit owners to fill the vacancy for the balance of the term.

M. The Board shall have all powers and duties granted or imposed by law except such powers and duties reserved by law, the declaration or these by-laws to the members of the Association.

N. Each unit owner shall receive, at least 30 days prior to the adoption thereof by the Board of Managers/Directors, a copy of the proposed annual budget.

O. The Board of Managers/Directors shall annually supply to all unit owners an itemized accounting of the common expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

P. Each unit owner shall receive notice, in the same manner as is provided for association membership meetings, of any meeting of the Board of Managers/Directors concerning the adoption of the proposed annual budget or any increase therein, or the establishment of any special assessment. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Managers/Directors, upon written petition by unit owners, with 20 percent (20%) of the votes of the association filed within 14 days of the Board action, shall call a meeting of the unit owners within 30 days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the unit owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and anticipated expenses by the association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

Q. Meetings of the Board of Managers/Directors shall be open to any unit owner, except for the portion of any meeting held: (1) to discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers/Directors finds that such an action is probable or imminent, (2) to consider information regarding appointment, employment or dismissal of an employee, or (3) to discuss violations of rules and regulations of the association or a unit owner's unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any unit owner. Any unit owner may record the proceedings at meetings required to be open by this Act by tape, film or other means. However, the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered at least 48 hours prior

thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Copies of notices of meetings of the Board of Managers/Directors shall be posted in a common area, entrance-ways or other conspicuous places in the condominium at least 48 hours prior to the meeting of the Board of Managers/Directors.

R. The Board shall meet at least four times annually and no member of the Board or officer shall be elected for a term of more than two years. Officers and Board members may succeed themselves.

S. A majority shall constitute a quorum of the Board.

T. A president shall be elected by the Board of Managers from among the Board of Managers/Directors, who shall preside over the meetings of the Board of Managers/Directors and of the unit owners.

U. The President of the Board of Managers/Directors shall be authorized to mail and receive all notices and execute amendments to condominium instruments as provided for in the Condominium instruments and Condominium Property Act.

V. A secretary shall be elected by the Board of Managers/Directors who shall keep the minutes of all meetings of the Board of Managers/Directors and of the unit owners and who shall, in general, perform all the duties incident to the office of secretary.

W. A treasurer shall be elected by the Board of Managers/Directors. The treasurer shall collect all assessments, fees, charges, or other revenues or funds of the Association and shall keep all financial records and reports insofar as they relate to the Association.

X. The Board shall determine a method of estimating the amount of the annual budget and the manner of assessing and collecting from the unit owners their respective shares of such estimated minimum expenses, expenses for limited common elements, and any other expenses lawfully agreed upon.

Y. Upon a ten-day notice and payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments.

Z. The Board shall be responsible for the designation and removal of personnel necessary for the maintenance, repair and

replacement of the common elements and required to carry out the functions and responsibilities of the Association.

Without limitation the Board shall do and perform the following as a common expense of the unit owners.

1. Maintain the common areas.
2. Maintain public liability insurance.
3. Pay utility costs for the common areas.
4. Provide snow removal from all sidewalks and drives in the common areas or on adjacent public Rights of Way.
5. Authorize and pay accounting, audit, legal, and other professional assistance.
6. Pay income taxes, if any.
7. Pay printing, mailing, administrative and management expenses.
8. Maintain reasonable reserves.

Without limitation the Board may do and perform the following as a limited common expense of those unit owners whose unit is benefitted or to which the activity is appurtenant.

1. Maintain limited common areas.

Without limitation the respective unit owner is responsible for the following:

1. The cleanliness and maintenance of each unit (building and grounds).

In the event the unit owner fails to perform such work, the Board may, after notice, perform such work at the expense of the unit owner on which the work is performed.

AA. The Board shall determine a method of adopting and of amending administrative rules and regulations governing the operation and use of the common and limited common elements.

BB. The affirmative vote of a majority of the unit owners shall be required to modify or amend the by-laws.

CC. The association shall have no authority to forebear the payment of assessments by any unit owner.

DD. When 30% or fewer of the units, by number, possess over 50% in the aggregate of the votes in the association, any

percentage vote of member specified herein or in the condominium instruments shall require the specified percentage by number of units rather than by percentage of interest in the common elements allocated to units that would otherwise be applicable.

EE. It is the intent of these by-laws to incorporate by reference, any provisions required by §18 of the Illinois Condominium Property Act (as existing or as amended effective hereafter) to be in the by-laws of a Condominium Association.

EXHIBIT D

Add-on Legal Description

Lots 201 - 215 and 217 - 221 in Oakbrook Estates
Subdivision Plat #16

I:\NANCY\LETTSR\REALEST\OakbrookEstatesCondoDec

FINAL PLAT OAKBROOK ESTATES SUBDIVISION PLAT NO. 16

*Carroll Award
Allen R. K. Winkler*

PLAT IS LOCATED WITHIN A SPECIAL
AS REQUIRED BY THE FEDERAL
MANAGEMENT AGENCY

- 1. DED LINES ARE
- 2. SIDE AND REAR LOT
- ALONG THE LOT
- SHOWN DIMENSIONS
- MONTE.
- 3. TO PULASKI
- 4. 199. & 1000.
- 5. ARE FOR PUBLIC
- 6. DEFECTION

100' NEAR FLOOD PLAIN
CLEAR = 1577'

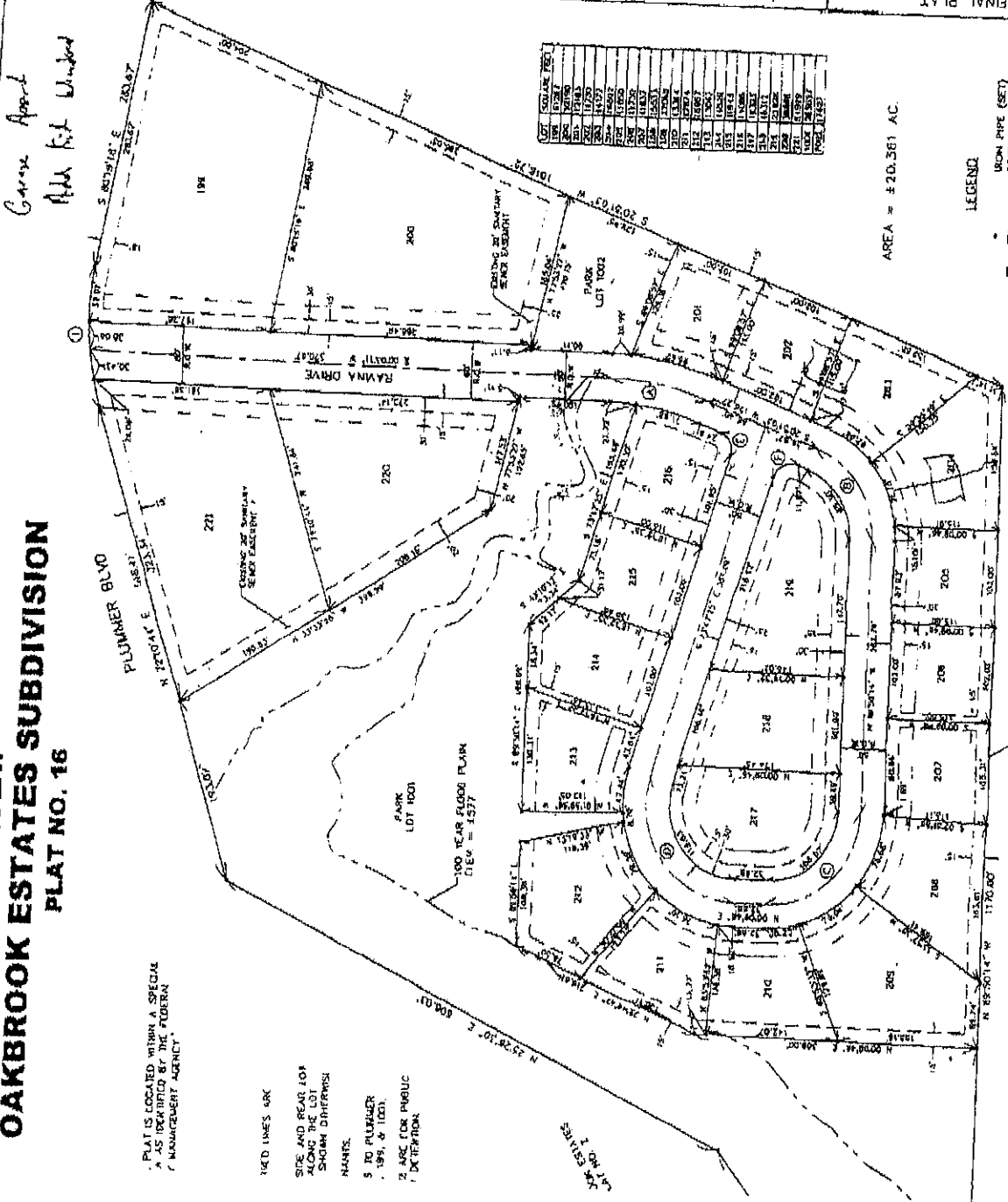
NO.	DATE	DESCRIPTION
1	03-23-05	MARKED TO BE LAYED
2	03-23-05	SALE
3	03-23-05	MONUMENT
4	03-23-05	CONVEYANCE
5	03-23-05	REVISIONS

GREENE & BRADFORD, INC.
CONSULTING ENGINEERS
OF SPRINGFIELD

PROFESSIONAL ENGINEER
NO. 012-001200
STATE OF ILLINOIS

PLAT NO. 16
OAKBROOK ESTATES SUBDIVISION
CHATHAM, ILLINOIS

FINAL PLAT



LOT	COLLAR	AREA
198	10.00	10.00
199	10.00	10.00
200	10.00	10.00
201	10.00	10.00
202	10.00	10.00
203	10.00	10.00
204	10.00	10.00
205	10.00	10.00
206	10.00	10.00
207	10.00	10.00
208	10.00	10.00
209	10.00	10.00
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211	10.00	10.00
212	10.00	10.00
213	10.00	10.00
214	10.00	10.00
215	10.00	10.00
216	10.00	10.00
217	10.00	10.00
218	10.00	10.00

AREA = 240,361 AC.

LEGEND
 DOWN PIPE (SET)
 SEWER LINE
 UTILITY, DRAINAGE, GUY
 EASEMENT LINE

- DATA ①
- CURVE DATA ②
- CURVE DATA ③
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Prepared by:

Frank Miles, Attorney

Bloomington IL

Return to

Don DeFrates

Green & Bradford

3501 Constitution

Springfield IL 62707



06R13178*
2006R13178

04/13/2006	11:09AM
REC FEE:	118.00
REC REST FEE:	4.00
GIS FEE:	9.00
GIS REST FEE:	1.00
RHSP FEE:	10.00
TOTAL:	\$142.00
PAGES:	69

DELLA
MARY ANN LAMM
SANGAMON COUNTY RECORDER