

**R2020023871**  
KAREN A. STUKEL  
WILL COUNTY RECORDER  
RECORDED ON  
03/27/2020 01:17:13 PM  
REC FEE: 63.00  
IL RENTAL HSNB: 9.00  
PAGES: 106  
KAK

## **Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kipling Estates**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kipling Estates (hereinafter referred to as "Declaration") and the Amended and Restated By-Laws of Kipling Estates Homeowners Association (hereinafter referred to as "By-Laws"), attached hereto as Exhibit "B", is recorded for the purpose of amending and restating the Declaration of Covenants, Conditions and Restrictions for Kipling Estates (hereinafter referred to as "Original Declaration"), which was recorded with the Recorder of Deeds of Will County, Illinois on November 18, 1999 as Document No. R99142688 and re-recorded on August 14, 2001 as Document No. 2001105795 and the By-Laws of Kipling Estates Homeowners Association (hereinafter referred to as "Original By-Laws"), which were recorded with the Original Declaration as Exhibit "C" thereto, and all prior amendments thereto. This Declaration and the By-Laws attached hereto as Exhibit "B" are made and entered into by the Board of Directors of Kipling Estates Homeowners Association in accordance with the provisions of Section 1-60(a) of the Illinois Common Interest Community Association Act (765 ILCS 160/1-60(a)), which provides that the Association may correct errors or omissions in the Original Declaration and Original By-Laws as may be required to conform to said Act and any other applicable statute by vote of two-thirds (2/3) of the members of the Board.

### **RECITALS**

WHEREAS, the Kipling Estates Homeowners Association (hereinafter the "Association") through its Board of Directors administers the property legally described in Exhibit "A" (hereinafter referred to as the "Property");

WHEREAS, the Property was made subject to the Original Declaration and Original By-Laws, which were recorded with the Recorder of Deeds of Will County, Illinois on November 18, 1999 as Document No. R99142688 and re-recorded on August 14, 2001 as Document No. 2001105795;

WHEREAS, the Original Declaration was amended by the Special Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Kipling Estates, which was recorded with the Recorder of Deeds of Will County, Illinois on December 6, 1999 as Document No. R99148557 and re-recorded on August 14, 2001 as Document No. 2001105796;

WHEREAS, the Original Declaration was further amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Kipling Estates, which was recorded with the Recorder of Deeds of Will County, Illinois on March 30, 2000 as Document No. R2000553032 and re-recorded on August 14, 2001 as Document No. 2001105797;

WHEREAS, the Original Declaration was further amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Kipling Estates, which was recorded with the Recorder of Deeds of Will County, Illinois on May 12, 2000 as Document No. R2000050253 and re-recorded on August 14, 2001 as Document No. 2001105798;

WHEREAS, the Original Declaration was further amended by the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Kipling Estates, which was recorded with the Recorder of Deeds of Will County, Illinois on July 16, 2001 as Document No. R2001090654;

WHEREAS, the Original Declaration was further amended by the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Kipling Estates, which was recorded with the Recorder of Deeds of Will County, Illinois on November 20, 2001 as Document No. R2001157774;

WHEREAS, the Original Declaration was further amended by the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Kipling Estates, which was recorded with the Recorder of Deeds of Will County, Illinois on August 25, 2002 as Document No. R2002104097, re-recorded on September 11, 2002 as Document No. 2002148760, and re-recorded again on October 10, 2002 as Document No. 2002169695;

WHEREAS, the Original Declaration was further amended by the Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Kipling

Estates, which was recorded with the Recorder of Deeds of Will County, Illinois on October 22, 2003 as Document No. R2003266461;

WHEREAS, the Original Declaration was further amended by the Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Kipling Estates, which was recorded with the Recorder of Deeds of Will County, Illinois on December 19, 2003 as Document No. R2003306352;

WHEREAS, the Original Declaration was further amended by the Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for Kipling Estates, which was recorded with the Recorder of Deeds of Will County, Illinois on August 18, 2004 as Document No. R2004153384;

WHEREAS, the Original Declaration was further amended by the Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for Kipling Estates, which was recorded with the Recorder of Deeds of Will County, Illinois on June 2, 2005 as Document No. R2005091286;

WHEREAS, the Original Declaration was further amended by the Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions for Kipling Estates, which was recorded with the Recorder of Deeds of Will County, Illinois on December 11, 2019 as Document No. R2019089165;

WHEREAS, the Board of Directors desires to amend and restate the Original Declaration and Original By-Laws, as amended, replacing them, in their entirety, with this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kipling Estates and the Amended and Restated By-Laws of Kipling Estates Homeowners Association, attached hereto as Exhibit "B";

WHEREAS, the Board of Directors desires to amend the Original Declaration and the Original By-Laws, to conform those documents to the current provisions of the Illinois Common Interest Community Association Act as well as any other applicable statutes and correct any scrivener's errors or omissions;

WHEREAS, this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kipling Estates and the Amended and Restated By-Laws of Kipling Estates Homeowners Association, attached hereto as Exhibit "B", have been approved by the affirmative vote of at least two-thirds (2/3) of the members of the Board at a meeting of the Board;

WHEREAS, this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kipling Estates and the Amended and Restated By-Laws of Kipling Estates Homeowners Association, attached hereto as Exhibit "B", shall become effective upon recordation in the Office of Recorder of Deeds, Will County, Illinois.

NOW THEREFORE, the Original Declaration is hereby restated and amended as follows:

## ARTICLE I

### DEFINITIONS

#### Section 1.01:       **Definitions**

When used in this Declaration, unless the context shall prohibit or otherwise require, the following words shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

- (a) "Act" shall mean and refer to the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.), as amended from time to time.
- (b) "Architectural Review Committee" shall mean and refer to the committee which shall be appointed by the Association's Board of Directors to approve exterior and structural improvements, additions, and changes within the Development as provided in Article X hereof.
- (c) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Kipling Estates Homeowners Association, an Illinois not-for-profit corporation, as amended from time to time.
- (d) "Association" shall mean and refer to Kipling Estates Homeowners Association, an Illinois not-for-profit corporation.
- (e) "Association Delegates" shall mean those delegates representing Members at the Association meetings, as described more fully in Article IV hereof.
- (f) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.
- (g) "By-Laws of the Association" or the "By-Laws" shall mean and refer to those Amended and Restated By-Laws of Kipling Estates Homeowners Association, which govern the administration and operation of the Association, as the same may be amended from time to time, a copy of which is attached hereto as Exhibit "B".

- (h) "Village" shall mean the Village of Shorewood, a municipal corporation, its elected and appointed officials, officers, agents and employees.
- (i) "Common Area" shall mean and refer to all real and personal property now or hereafter owned and/or maintained by the Association for the common use and enjoyment of the Owners. Included within the Common Area may be the following, if any: maintenance areas, parking lots, areas within landscape easements, walkways, landscaped area and berms along Siel Road and Wynstone Drive, sidewalks, parks, lakes, recreational facilities including a club house, tennis courts, and swimming pool, street lighting and signage, except to the extent any of the foregoing have been publicly dedicated; provided, however, even if same are publicly dedicated or otherwise provided for, the Association may be responsible for some maintenance. The designation of any land and/or improvements as Common Area shall not mean or imply that the public at large acquires any easement of use or enjoyment therein. That portion of any berm facing a roadway shall be the responsibility of the Association, and no Owner shall install any plantings or otherwise alter such portion of the berm. That portion of any berm facing the interior of any Lot shall be the responsibility of an Owner. A legal description of the Common Area existing as of the date hereof is attached hereto as Exhibit "C".
- (j) "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.
- (k) "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kipling Estates and all amendments thereof filed for record in the Office of the Recorder of Deeds of Will County, Illinois.
- (l) "Development", with an initial capital letter, shall mean and refer to the Property and all improvements located or constructed thereon.
- (m) " Dwelling", with an initial capital letter, shall mean and refer to any improved property intended for use as a single-family detached dwelling or as a townhouse, condominium unit, or patio or cluster home, whether detached or attached, located within the Development.
- (n) "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be

directly reproduced in paper form by the recipient through an automated process.

- (o) "Family" shall mean one or more persons each related to the other by blood, marriage or legal adoption, and/or a group of not more than two (2) persons not all so related, together with his, her or their domestic servants, maintaining a common household in a Dwelling.
- (p) "Foreclosure" shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the conveyance of secured property by a deed in lieu of a judicial foreclosure.
- (q) "Lease" shall mean and refer to any lease, sublease, or rental contract, whether oral or written.
- (r) "Living Space" shall mean and refer to enclosed and covered areas within a Dwelling, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics, and basements.
- (s) "Lot" shall mean and refer to any unimproved portion of the Property (and a subdivided lot of record) upon which it is intended that a Dwelling shall be constructed. A parcel of land shall be deemed unimproved and thus considered to be a Lot, rather than a Dwelling, until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof and a certificate of occupancy has been issued by the Village. Upon such completion, such parcel and the improvements thereon shall collectively be considered to be a Dwelling for purposes of this Declaration.
- (t) "Member" shall mean an Owner who holds membership in the Association pursuant to Section 4.01 of this Declaration.
- (u) "Mortgage", with an initial capital letter, shall mean and refer to a security deed, deed of trust, mortgage, installment land sales contract, or other similar security instrument granting, creating, or conveying a lien upon, a security interest in, or a security title to a Lot, Dwelling, or Neighborhood.
- (v) "Mortgagee", with an initial capital letter, shall mean and refer to the holder of a Mortgage.
- (w) "Neighborhood" shall mean and refer to any portion of the Property in which common areas are owned and/or maintained by either the Owners residing in such Neighborhood as tenants-in-common or by the

Neighborhood Association composed of such Owners, and within which it is intended that there will be constructed Dwellings. Exhibit "D" attached hereto sets forth a legal description of the Neighborhoods. In no event shall a Neighborhood Association own any of the Common Area.

- (x) "Neighborhood Association" shall mean and refer to a corporation or an unincorporated association whose shareholders or members are comprised entirely of Owners of Dwellings within a Neighborhood.
- (y) "Neighborhood Declaration" shall mean and refer to any instrument or document, and any amendments thereto, which is recorded in the Office of the Recorder of Deeds of Will County, Illinois, with respect to any Neighborhood and which imposes covenants, conditions, easements, and restrictions with respect to such Neighborhood.
- (z) "Occupant" shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Dwelling within the Development.
- (aa) "Owner", with an initial capital letter, shall mean and refer to one or more persons who or which owns fee simple title to any Lot or Dwelling, excluding, however, those persons having such an interest under a Mortgage. In the event that there is recorded in the Office of the Recorder of Deeds of Will County, Illinois, any installment land sales contract covering any Lot or Dwelling, the Owner of such Lot or Dwelling shall be the purchaser under said contract and not the fee simple title holder. An installment land sales contract shall be an instrument whereby the purchaser is required to make payment for a Lot or Dwelling for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to such Lot or Dwelling until all such payments are made, although the purchaser is given use of such Lot or Dwelling.
- (ab) "Person" shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- (ac) "Prescribed Delivery Method" means mailing, delivering, posting in an Association publication that is routinely mailed to all Members, Electronic Transmission, or any other delivery method that is approved in writing by the Member and authorized by this Declaration, the By-Laws or rules and regulations.

- (ad) "Property", with an initial capital letter, shall mean and refer to those tracts or parcels of land described on Exhibit A together with all improvements thereon, including the Common Area, utility systems, drainage systems, and other improvements serving the Lots and Dwellings, together with all improvements thereon.
- (ae) "Record" or "place or record" means to record a document in the Office of the Recorder of Deeds of Will County, Illinois.
- (af) "Unit Membership" shall mean the membership in the Association which is appurtenant to a member's Dwelling or Lot as provided in Section 4.01 of this Declaration.

## **ARTICLE II**

### **DEVELOPMENT**

**Section 2.01:        **Development of Property****

Except as otherwise set forth in Section 10.10, all Lots within the Development shall be and are hereby restricted exclusively to residential use and shall be subject to the standards and restrictions set forth in Article X hereof.

**Section 2.02:        Intentionally Omitted.**

**Section 2.03:        **Neighborhood Associations****

It is presently contemplated that there have been or may be established Neighborhood Associations limited to the Owners of Lots or Dwellings within the Neighborhoods located within such portion or portions of the Property designated as a Neighborhood in order to promote their health, safety, and social welfare, as well as to provide for the maintenance of Dwellings and/or common area owned by such Owners and/or such Neighborhood Associations, provided that such Owners shall also be members of the Association and such Lots and Dwellings shall continue to be subject to the terms of the Declaration. Such Neighborhoods may be subject to Neighborhood Declarations which impose covenants and restrictions which are in addition to, but not in abrogation or substitution of, those imposed hereby, and such Neighborhood Associations may levy additional assessments and make and enforce supplementary covenants, restrictions, rules, and regulations with respect to such Neighborhoods.



**Section 2.04: Interest Subject to Plan of Development**

Every purchaser of a Lot or Dwelling shall purchase such Lot or Dwelling and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, to the Development as hereinabove provided, and to convey to the purchaser thereof the title to the Lot or Dwelling and its appurtenant membership and voting rights in the Association.

**Section 2.05: Subdivision Plat**

A subdivision plat setting forth such information as was deemed necessary with regard to the Development, including, without limitation, the locations and dimensions of the Lots, Dwellings, Neighborhoods, Common Area, roads, utility systems, drainage systems, utility easements, drainage easements, access easements and set-back line restrictions was recorded.

**ARTICLE III**

**PROPERTY RIGHTS**

**Section 3.01: General**

Each Lot and Dwelling shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his or her Lot or Dwelling, subject to the provisions of this Declaration, including, without limitation, the provisions of this Article III. If any chutes, flues, ducts, conduits, wires, pipes, plumbing, or any other apparatus or facilities for the furnishing of utilities or other services to a Lot, Dwelling, or Neighborhood lie partially within and partially outside of the designated boundaries of the Lot, Dwelling, or Neighborhood in question, any portions thereof which serve only such Lot, Dwelling, or Neighborhood shall be deemed to be a part of such Lot, Dwelling, and Neighborhood and any portions thereof which serve more than one Lot, Dwelling, or Neighborhood, or any portion of the Common Area, shall be deemed to be a part of the Common Area. The ownership of each Lot and Dwelling shall include, and there shall pass with each Lot and Dwelling as an appurtenance thereto, membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically pass to his or her successor-in-title to his or her Lot or Dwelling. Lots shall not be subdivided, and, except as otherwise provided hereunder, the boundaries between Lots shall not be relocated, unless the relocation thereof is

made with the consent of at least a majority of the Owners in the Development. Notwithstanding the foregoing, nothing herein shall prohibit the combination of two or more Lots into a larger parcel in order to create a Dwelling site larger than one Lot.

**Section 3.02:            Owner's Easement of Enjoyment**

Subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board in accordance with the By-Laws and the terms hereof, every Owner, his or her family, tenants, and guests shall have a non-exclusive right, privilege, and easement of use and enjoyment in and to the Common Area, such easement to be appurtenant to and to pass and run with title to each Lot and Dwelling, subject to the following provisions:

- (a) The right of the Association to borrow money (i) for the purpose of improving the Common Area, or any portion thereof, (ii) for acquiring additional Common Area, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Common Area, or (iv) for providing the services authorized herein, and, subject to the provisions of Section 8.02 hereof, to give as security for the payment of any such loan a mortgage deed or other security instrument conveying all or any portion of the Common Area; provided, however, that the lien and encumbrance of any such security instrument given by the Association shall be subject and subordinate to any and all rights, interests, options, licenses, easements, and privileges herein reserved or established for the benefit of any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.
- (b) The right of the Association to grant and accept easements as provided in Section 3.06 hereof and to dedicate or transfer fee simple title to all or any portion of the Common Area to Will County, Illinois, the Village or to any other public agency or authority, public service district, public or private utility, or other person, provided that any such transfer of the fee simple title must be approved by a majority of those present in person or by proxy at a duly held meeting of the Association.
- (c) The rights and easements reserved in Section 3.08 hereof for the benefit of the Association, its directors, officers, agents, and employees.
- (d) The rights of the holder (and its successors and assigns) of any Mortgage which is prior in right or superior to the rights, interests, options, licenses, easements, and privileges herein reserved or established.
- (e) The right of the Association to have reasonable rules and regulations.

- (f) The right of the Association to suspend the use of the recreational facilities located upon the Common Area by a Member for the period of time during which any assessment against his or her Lot remains unpaid and for an additional reasonable period for any infraction of its rules and regulations.

Section 3.03:           **Access**

All Owners, by accepting title to Lots or Dwellings conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot or Dwelling and acknowledge and agree that such access, ingress, and egress shall be limited to roads, sidewalks, walkways, and trails located within the Development from time to time, provided that pedestrian and vehicular access to and from all Lots and Dwellings shall be provided at all times.

Section 3.04:           Intentionally Omitted.

Section 3.05:           Intentionally Omitted.

Section 3.06:           **Easements for Utilities and Public Services**

- (a) There is hereby reserved for the benefit of the Association, and its successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from Will County, Illinois, the Village, or any other public authority or agency, public service district, public or private utility, or other person, upon, over, under, and across (i) all or any portion of the Common Area, (ii) all portions of all Lots on which improvements are not constructed or erected, as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers, drainage systems, and retention ponds and facilities for the Development or any portion thereof, and electrical, gas, telephone, water, and sewer lines, provided that such easements shall not unreasonably affect the developability, of any such Lot or Dwelling. Such easements may be granted or accepted by the Board. To the extent possible, all utility lines and facilities serving the Development and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to

grade, excavate, or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems; provided, however, that such utility company or other supplier or servicer shall take reasonable actions to repair any damage caused by such utility company or other supplier or servicer during the exercise of any rights conveyed under any easement granted hereunder.

- (b) There is hereby granted to the relevant governmental authority or agency, as shall from time to time have jurisdiction over the Development with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the Common Area for purposes of performing such duties and activities related to law enforcement and fire protection in the Development as shall be required or appropriate from time to time by such governmental authorities under applicable law.

Section 3.07: Intentionally Omitted.

Section 3.08: **Easements for Association**

There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot, Dwelling, or Neighborhood or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner, Occupant, or Neighborhood Association of the Lot, Dwelling, or Neighborhood directly affected thereby.

Section 3.09: Intentionally Omitted.

Section 3.10: Intentionally Omitted.

Section 3.11: **Maintenance Easement**

Subject to the terms of Section 5.02(b) hereof, there is hereby reserved for the benefit of the Association, and its respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Lot and upon unimproved portions of any Dwelling or Neighborhood for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the

Development, provided that such easements shall not impose any duty or obligation upon the Association to perform any such actions.

**Section 3.12: Environmental Easement**

There is hereby reserved for the benefit of the Association, an alienable, transferable, and perpetual right and easement on, over, and across all Lots and all unimproved portions of Dwellings and Neighborhoods for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to maintain any and all wetland areas on the Property, the right to drain standing water, and the right to dispense pesticides. The primary, long-term responsibility for insuring that all preserved wetlands, adjacent upland buffers and natural wildlife corridors located with the Property are properly managed shall be borne by the Association. The Association shall retain and engage such consultants as may be necessary to implement long-term management and protection measures in this regard. The Association shall comply in all respects with the provisions of the Deed Restriction Covenant recorded in the Office of the Recorder of Will County, Illinois as Document No. R99091607.

**Section 3.13: No Partition**

There shall be no judicial partition of the Development or any part thereof, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of this Declaration.

**Section 3.14: Burden upon the Property**

This Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and be binding upon each and every Owner, and his or her respective heirs, representatives, successors, purchasers, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of a Lot or Dwelling or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration and the By-Laws.

**Section 3.15:            Nonseverability of Rights**

The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of any portion of the Property as more specifically set forth herein and may not be severed or alienated from such ownership.

**ARTICLE IV**

**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 4.01:            Membership**

Every Owner of a Dwelling or Lot is hereby declared to be a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of such Owner's Dwelling or Lot. Each such Owner, by acceptance of a deed or other conveyance of a Dwelling or Lot, thereby becomes a Member, whether or not such membership is made a part of, incorporated by reference in, or expressed in said deed or conveyance. There shall be one membership allocable to each Dwelling or Lot (herein called a "Unit Membership") and any Member who is the Owner of more than one such Dwelling or Lot shall have the number of Unit Memberships equal to the number of such Dwellings or Lots. If the record ownership of a Dwelling or Lot shall be in more than one person, or if an Owner of a Dwelling or Lot is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the Unit Membership and be responsible for the obligations attributable thereto, shall be designated by such Owner or Owners in writing.

**Section 4.02:            Voting Rights**

Members shall be represented at Association meetings exclusively through delegates selected in accordance with the provisions of Section 4.03 hereof (herein called "Association Delegates"). Each such Association Delegate must be a Member of the Association or a spouse of a Member.

**Section 4.03:            Selection of Association Delegates**

Each Neighborhood Association shall be represented at Association meetings by a delegation composed of three (3) Association Delegates, which delegation shall be composed of the President of the respective Neighborhood Association and two (2) other Owners. The board of directors of each Neighborhood Association shall designate the Association Delegates for such Association and fix the rules of administration of that Neighborhood Association's delegation.

Each Association Delegate appointed by a Neighborhood Association must be a member of such Neighborhood Association.

Section 4.04:           **Method of Voting**

The total number of votes which may be cast on any matter requiring assent of Members of the Association shall be equal to the total number of Unit Memberships at the time of any such vote. Whenever a vote of the Members of the Association is required pursuant to this Declaration, or pursuant to the articles of incorporation or By-Laws of the Association, or is otherwise required by law, such votes shall be cast only by the Association Delegates representing the respective Members, in the same manner and with the same force and effect as though each Member had given the delegation of Association Delegates which represents such Member's Neighborhood Association an irrevocable proxy coupled with an interest. The Association Delegates for each such Neighborhood Association shall collectively cast a total number of votes equal to the number of Unit Memberships which it represents. Such total number of votes may be cast in such manner as the Association Delegates, acting in accordance with its rules of administration, deem advisable, and the delegation shall not be required to cast all such votes as a unit. Each Association Delegate shall be entitled to cast one-third (1/3) of the total vote of the Unit Memberships it represents. Unless this Declaration or the articles of incorporation or By-Laws of the Association, or any law, shall specify a greater vote, all Association matters requiring action by Members or by the Association Delegates shall be decided by a majority of the votes cast by Association Delegates voting at a meeting at which a quorum (as defined in the By-Laws) is present.

Section 4.05:           **Board of Directors**

- (a) The Association shall be governed by its Board of Directors ("Board") comprised of at least seven (7) persons, but no more than thirteen (13) persons duly appointed or elected as provided herein and in the articles of incorporation and By-Laws of the Association.
- (b) The Board shall administer the Common Area in accordance with the terms and provisions of this Declaration, and in accordance with the articles of incorporation and By-Laws of the Association. All matters requiring action by the Board shall be decided by the majority vote of the Board, except as otherwise provided herein or in the By-Laws.

Section 4.06:           Intentionally Omitted.

**Section 4.07: Meeting of Association Delegates to Elect Directors**

The President of each Neighborhood Association shall be designated as a member of the Board. In the event the Board comprises an even number of members, the Board shall select an additional Board member from any Neighborhood and such seat shall rotate amongst each Neighborhood for each succeeding term.

**Section 4.08: Election of Directors**

Directors shall be selected by vote of the Association Delegates in accordance with the provisions of this Article, and specifically, Section 4.07 hereof.

**Section 4.09: Intentionally Omitted.**

**Section 4.10: Informal Action by Directors**

Unless specifically prohibited by the articles of incorporation or By-Laws of the Association, any action required by this Declaration to be taken by the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors of the Board entitled to vote with respect to the subject matter thereof. Any such consent signed by all the directors of the Board shall have the same effect as a unanimous vote.

**Section 4.11: Informal Action by Association Delegates**

Any action required by this Declaration to be taken at a meeting of the Association Delegates, or any other action which may be taken at a meeting of the Association Delegates may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Association Delegates entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Association Delegates.

**Section 4.12: Board Liability**

The Board, members of the Board, officers of the Association, and the agents and employees of any of them (all of the above hereinafter referred to as the "Protected Parties"), shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions which shall occur subsequent to the date of the recording of this Declaration, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend any and



all of the Protected Parties against all claims, suits, losses, damages, costs and expenses, including, without limitation, attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. Each Owner shall be entitled to a right of contribution from every other Owner in respect of said indemnity to the end that, to the extent possible, the burden of any such indemnity shall be borne by the Owners at the time the loss, cost, damage or expense is incurred in the proportion that the number of Dwellings or Lots in the Property owned by each respective Owner bears to the total number of Dwellings or Lots in the Property at the time the loss, cost, damage or expense is incurred. The Board shall assess each Owner for his or her share of the cost of such indemnification, and such assessment shall be collectible and enforceable in mode and manner as set forth in Article IX hereof. To the extent possible the obligation of the Owners for indemnification and the Board's liability hereunder shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

**Section 4.13: Nonprofit Purposes of Association**

Nothing herein shall be construed to give the Association authority to conduct an active business for profit on its own behalf or on behalf of the Members.

**Section 4.14: Governing Law**

Except as otherwise provided in this Declaration, the Association, the Board, officers and members shall be governed by the Illinois General Not For Profit Corporation Act.

**Section 4.15: Board as Representative of Owners**

The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the Common Area or more than one Dwelling or Lot, on behalf of the Owners as their interests may appear.

**ARTICLE V**

**MAINTENANCE**

**Section 5.01: Responsibilities of Owners and Neighborhood Associations**

Unless specifically identified herein or in a Neighborhood Declaration as being the responsibility of the Association or a Neighborhood Association, all maintenance and repair of Lots and Dwellings, together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and

within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Unless otherwise provided in the appropriate Neighborhood Declaration, the maintenance and repair of all common areas located within Neighborhood Areas (including all landscaping and grounds and all recreational facilities and other improvements located within such Neighborhood Areas) shall be the responsibility of the Neighborhood Association for such Neighborhood. Each Owner or Neighborhood Association shall be responsible for maintaining his, her or its Lot, Dwelling, or Neighborhood, as the case may be, in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings, and other structures and all lawns, trees, shrubs, hedges, grass, and other landscaping. As provided in Section 5.02(b) hereof, each Owner or Neighborhood Association shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner or Neighborhood Association, but which responsibility such Owner or Neighborhood Association fails or refuses to discharge. No Owner or Neighborhood Association shall (i) decorate, change or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds, or other improvements within a Lot or Neighborhood unless such decoration, change, or alteration is first approved, in writing, by the Architectural Review Committee as provided in Article X hereof, or (ii) do any work which, in the reasonable opinion of the Architectural Review Committee, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case obtaining the written approval of the Architectural Review Committee.

**Section 5.02: Association's Responsibilities**

- (a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Area, which responsibility shall include the maintenance, repair, and replacement of (i) all walks, trails, parking lots, landscaped areas, recreational facilities, and other improvements made by the original developer of the Development or the Association situated within the Common Area or within easements encumbering Lots, Dwellings, or Neighborhoods pursuant to Section 3.03 hereof, (ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Area and which are not maintained by a public authority, public service district, public or private utility, or other person, and (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping and all lakes and ponds situated within or upon the Common Area and (iv) all retention areas and facilities constructed by the original developer of the Development in the Common Area. The Association shall not be liable for injury or damage to any person or property (A)

caused by the elements or by any Owner or any other person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Area, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Area or any other portion of the Property. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

- (b) In the event that the Board determines that: (i) any Owner or Neighborhood Association has failed or refused to discharge properly his, her or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he, her or it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his or her family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, the Association, except in the event of an emergency situation, shall give such Owner or Neighborhood Association written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner or Neighborhood Association, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, such Owner or Neighborhood Association, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner or Neighborhood Association to comply with the provisions hereof after such notice, the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or

replacement at the sole cost and expense of such Owner or Neighborhood Association, as the case may be, and said cost shall be added to and become a part of the assessment to which such Owner and his or her Lot or Dwelling are subject and shall become a lien against such Lot or Dwelling, or, in the case of a Neighborhood Association, shall be added to and become a part of the assessments for all Owners within such Neighborhood Association and shall become a lien against such Owners' Lots or Dwellings.

## ARTICLE VI

### INSURANCE AND CASUALTY LOSSES

#### Section 6.01:        **Insurance**

- (a) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Area against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.
- (b) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Area and all damage or injury caused by the negligence of the Association, its members, its trustees and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board.
- (c) The Board or its duly authorized agents shall have the authority and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable. The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the

Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time.

- (d) All such insurance coverage obtained by the Board shall be written in the name of the Association as trustee for each of the Owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Development shall be vested in the Board; provided, however, that no mortgagee or other security holder of the Common Area having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law, the Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:
  - (i) All policies shall be written with a company licensed to do business in the State of Illinois and holding a rating of A-XI or better in such financial categories as established by Best's Insurance Reports, if such a company is available or, if not available, its equivalent rating or the best rating possible.
  - (ii) All property insurance policies (naming the Association as insured) shall be for the benefit of the Owners and their Mortgagees as their interests may appear.
  - (iii) All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days' prior written notice of such cancellation to the Association and to any Mortgagee to which a mortgagee endorsement has been issued.
  - (iv) In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners or their Mortgagees.
  - (v) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners, and their respective families, servants, agents, tenants, guests, and invitees, including, without limitation, the Association's manager.

- (vi) All policies shall contain a provision that no policy may be canceled, invalidated, or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agents, employees, tenants, guests, and invitees, or on account of the acts of any director, officer, employee, or agent of the Association or of its manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.
- (vii) All liability insurance shall contain cross-liability endorsements to cover liability of the Association to an individual Owner.
- (e) It shall be the individual responsibility of each Owner at his or her own expense to provide public liability, property damage, title, and other insurance with respect to his or her own Lot and Dwelling. The Board may require all Owners and/or Neighborhood Associations to carry public liability and property damage insurance with respect to their respective Lots and Dwellings and to furnish copies or certificates thereof to the Association.

**Section 6.02:            Damage or Destruction to Common Area**

Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Area covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Area at least eighty-five percent (85%) of the total vote of the Association, shall otherwise agree, the Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessment against all Owners, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied or as one lump sum payment, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association

together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Common Area damaged or destroyed by fire or other casualty shall be cleared and the Common Area left in a clean, orderly, safe, and sightly condition.

**Section 6.03:            Damage or Destruction to Lots, Dwellings, or Neighborhoods**

In the event of damage or destruction by fire or other casualty to any Lots, Dwellings, or Neighborhoods, and in the further event that either the Owner of such Lot or Dwelling or the Neighborhood Association responsible for the repair and replacement of such Neighborhood, as the case may be, elects not to repair or rebuild the damaged or destroyed Lot, Dwelling, or Neighborhood, such Owner or Neighborhood Association making such election shall promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such Lot, Dwelling, or Neighborhood in a clean, orderly, safe, and sightly condition. Should such Owner or Neighborhood Association elect to repair or rebuild such Lot, Dwelling, or other improvements, such Owner or Neighborhood Association shall repair or rebuild such Lot, Dwelling, or other improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration (including, without limitation, Article X hereof) and all applicable zoning, subdivision, building, and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

**ARTICLE VII**

**CONDEMNATION**

**Section 7.01:            Condemnation of Common Area**

Whenever all or any part of the Common Area shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the agreement of at least seventy-five percent (75%) of the total vote of the Association, the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

- (a) If the taking or sale in lieu thereof involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Area which are available therefor, in accordance with the plans approved by the Board and the Architectural Review Committee. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 9.04 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, or as a lump sum payment, and additional special assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.
- (b) If the taking or sale in lieu thereof does not involve any improvements to the Common Area, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds shall be retained by and for the benefit of the Association.
- (c) If the taking or sale in lieu thereof includes all or any part of a Lot, Dwelling, or Neighborhood and also includes any part of the Common Area, then a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Association and the Owners so affected so as to give just compensation to the Owners of any Lot, Dwelling, or Neighborhood taken for their interest in such Lot, Dwelling, or Neighborhood; provided, however, such apportionment may instead be resolved by the agreement of (i) the Board, and (ii) the Owners of all Lots, Dwellings, or Neighborhoods wholly or partially taken or sold, together with the Mortgagees for each such Lot, Dwelling, or Neighborhood.

**Section 7.02:            **Condemnation of Lots, Dwellings or Neighborhoods****

- (a) In the event that all or any part of a Lot, Dwelling, or Neighborhood is taken by any authority having the power of condemnation or eminent



domain, or is conveyed in lieu thereof, and in the further event that the Owner of such Lot or Dwelling or the Neighborhood Association responsible for the maintenance and repair of such Lot, Dwelling, or Neighborhood, as the case may be, elects not to restore the remainder of the Lot, Dwelling, or Neighborhood, then such Owner or Neighborhood Association making such election shall promptly clear away any remaining improvements damaged or destroyed by such taking or conveyance and shall leave such Lot, Dwelling, or Neighborhood and any remaining undamaged improvements thereon in a clean, orderly, safe, and sightly condition. In addition, if the size or configuration of such Lot, Dwelling, or Neighborhood remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations, then such Owner or Neighborhood Association shall have the option, after clearing away all remaining improvements or portions thereof and placing the remainder in a clean, orderly, safe, and sightly condition referred to above, of deeding the remaining portion of the Lot, Dwelling, or Neighborhood to the Association (at no cost to the Association) as a part of the Common Areas, and thereafter any such Owner shall not have any further voting rights or membership rights or privileges in the Association or with respect to the Development and shall not be subject to any further assessments imposed by the Association and payable after the date of such deeding.

- (b) In the event that any part of a Lot, Dwelling, or Neighborhood is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner of such Lot or Dwelling or the Neighborhood Association responsible for the maintenance and repair of such Lot, Dwelling, or Neighborhood, as the case may be, elects to restore the remainder of the Lot, Dwelling, or Neighborhood, such Owner or Neighborhood Association making such election shall restore such remainder of such Lot, Dwelling, or Neighborhood as nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations. All such work of restoration shall be commenced promptly following such taking or conveyance and shall be carried through diligently to conclusion.

## ARTICLE VIII

### ADMINISTRATION

#### Section 8.01:       **Common Area**

The Association shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions thereof. Furthermore, the Association may be responsible to maintain dedicated areas if such maintenance is required by the applicable governmental authority. Except to the extent otherwise required by the provisions of the laws of Illinois relating to nonprofit corporations, this Declaration, the By-Laws, or the articles of incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Owners.

#### Section 8.02:       **Duties and Powers**

The duties and powers of the Association shall be those set forth in the provisions of the laws of Illinois relating to nonprofit corporations, this Declaration, the By-Laws, and the articles of incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the laws of Illinois, this Declaration, the By-Laws, or the articles of incorporation, the provisions of the laws of Illinois, this Declaration, and the By-Laws, in that order, shall prevail, and each Owner of a Lot or Dwelling, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Association shall include, but shall not be limited to, the power to purchase one or more Lots and/or Dwellings and to hold, lease, mortgage, sell, and convey the same. Such duties may include, but shall not be limited to, arranging with governmental agencies, public service districts, public or private utilities, or others, as a Common Expense or by billing directly to Lots and Dwellings, to furnish trash collections, water, sewer, and/or security service for the Common Area and/or the Lots, Dwellings, and Neighborhoods.

**Section 8.03:            **Agreements****

All agreements and determinations lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Development or the privilege of possession and enjoyment of any part of the Development; and in performing its responsibilities hereunder, the Association, through the Board, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Development, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers, or members of the Association by this Declaration or the By-Laws. Such manager may be an individual, corporation, or other legal entity, as the Board shall determine, and may be bonded in such a manner as the Board may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board may hire and contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of this Declaration, the By-Laws, or the rules and regulations of the Association.

**Section 8.04:            Intentionally Omitted.**

**Section 8.05:            **Personal Property and Real Property for Common Use****

The Association, through action of the Board, may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held by and for the benefit of the Association. The undivided interests of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership of a Lot or Dwelling also transfers the membership in the Association which is an appurtenance to such Lot or Dwelling.

**Section 8.06: Rules and Regulations**

The Association, through the Board, may make and enforce reasonable rules and regulations governing the use of the Lots, Dwellings, Neighborhoods and Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

**Section 8.07: Indemnification**

The Association shall indemnify every officer and director of the Association against any and all expenses, including court costs and reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board) to which he or she may be made a party by reason of being or having been an officer or directors at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a Common Expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

**ARTICLE IX**

**COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Section 9.01: Creation of the Lien and Personal Obligation**

Each Owner of a Dwelling or Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance for each Dwelling or Lot owned by such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association such assessments and user charges as are levied pursuant to the provisions of this Declaration and the By-Laws of the Association. Such assessments and user charges, together with interest thereon and cost of collection, if any, as hereinafter provided, shall be a charge and continuing lien upon the Dwelling or Lot against which such assessment is made. Each such assessment and user charge, together with

such interest and costs, shall also be the personal obligation of the Member who was the Owner of such Dwelling or Lot at the time when the same fell due.

**Section 9.02: Purpose of Assessments**

The assessments for Common Expenses levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and in particular, without limiting the foregoing: (i) for the improvement and maintenance of the services and facilities devoted to the use and enjoyment of the Common Area, (ii) for the making of repairs, replacements and additions to the Common Area, defraying the cost of labor, equipment, and material required for the maintenance of the Common Area, (iii) for the operation, care, upkeep, maintenance, replacement and of any common areas of any Neighborhood Association to the extent any such Neighborhood Association has delegated these powers and duties to the Association, and (iv) in general for carrying out the duties of the Board as set forth in this Declaration and the By-Laws of the Association; and for carrying out the purposes of the Association as stated herein and in its Charter.

**Section 9.03: Assessment Procedures**

- (a) Preparation of Estimated Budget. Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, fees, supplies and other items which, in the judgment of the Board, will be required to be provided to the Association or required to meet the Association's obligations during the ensuing calendar year to effect the purposes of the Association, a copy of which estimated budget shall be provided to all Owners at least thirty (30) days, and not more than sixty (60) days, prior to its adoption by the Board. The annual budget shall take into account any estimated net operating income or deficit which may result from the operation of the Common Area during such year and income from user charges to be received pursuant to Section 9.03 hereof. Said "estimated cash requirement" shall be allocated among and assessed to Members in accordance with the provisions of Section 9.06 hereof. The Board shall give written notice, mailed or delivered, to each Owner no less than ten (10) and no more than sixty (60) days prior to any meeting of the Board concerning the adoption of any proposed budget or any increase or establishment of an assessment.
- (b) Date Payments Due. On or before January 1 of the ensuing year, and on the first day of each and every month of said year each Member shall be personally obligated to pay, in the manner prescribed by Sections 9.06, 9.07 and 9.08 hereof, one twelfth (1/12th) of such Member's annual

assessment, together with all user charges incurred by such Member during the preceding month. If the actual expenditures paid or provided for by the Board during said year shall be more or less than said estimated cash requirement, any net shortage or excess shall be applied as an adjustment to the installments under the current year's estimate falling due after the amount of such net shortage or excess for the preceding year has been determined. The Board may elect to collect the entire annual assessment in January of each year.

- (c) Commencement of Assessments. The Board shall fix the amount of the annual assessment against each Dwelling or Lot at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. The amount of the annual assessment to be fixed by the Board pursuant to this Section 9.03(c) shall not exceed one hundred fifteen percent (115%) of the prior year's assessment unless the assent of Association Delegates entitled to cast at least sixty-seven percent (67%) of all votes is given at a meeting called for that purpose. Written notice of any changed amount of annual assessment shall be due on the first day of the month immediately preceding the effective date of the changed assessment. An Owner shall first be liable for payment of the full monthly assessment on the 1st day of the month following conveyance of title to him or her. This payment shall be in addition to the prorated portion of the monthly assessment which a new Owner agrees to pay to its seller as of the date title to a Dwelling or Lot is conveyed. The Association shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association setting forth whether the assessments on a specified Dwelling or Lot have been paid and, if not paid, the amount of any such deficiency. Such certificate shall be conclusive evidence of payment of any assessment therein.
- (d) Assessment on Dwellings Under Construction. With regard to any Lots or any portions of the Property upon which Dwellings are being constructed or have been completed and title has not been conveyed by the builder or developer, the assessment respecting any such portion of the Property shall be limited to the aggregate amount of actual operating expenses from time to time required to be paid with respect to such portion of the Property provided, however, that in the event builder or developer enters into a lease or installment contract for any Dwelling, then the builder or developer shall be responsible for the payment of assessments on such Dwelling on the same basis as any other Owner as provided in Section 9.06 hereof. Actual operating expenses shall mean those ordinary expenses attributable only to the period in question covering the maintenance and operation of the Property and shall not include capital

expenditures, amounts set aside as a reserve for contingencies or replacements, repair items or inventory items to the extent attributable to subsequent periods.

- (e) Adjustments to Estimated Budget. If any "estimated cash requirement" proves inadequate for any reason (including nonpayment of any Member's assessment), the Board may at any time levy a further assessment. The Board shall serve notice of such further assessment on all Members by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly assessment payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Members shall be personally liable for and obligated to pay their respective adjusted monthly amount.
- (f) Failure to Prepare Annual Budget. The failure or delay of the Board to prepare an annual or an adjusted estimated budget shall not constitute a waiver or release in any manner of any Member's obligation to pay his or her share of the estimated cash requirement as herein provided, whenever the same shall be determined and in the absence of any annual estimate or adjusted estimate, each Member shall continue to pay the monthly charge at the then existing monthly rate established for the previous period.
- (g) User Charges. The Board may establish, and each Member shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Members or which, in the judgment of the Board, should not be charged to every Member. Such expenses may include, without limitation, fees for the use of facilities located in the Common Area; lease charges; charges predicated on the negligence of any Member or the abuse of any recreational facility; and fees for such other services and facilities provided to Members which should not reasonably be allocated among all of the Members in the same manner as assessments. Such user charges may be billed separately to each Member benefited thereby, or may be added to such Member's assessment as otherwise determined, and collected as a part thereof pursuant to Sections 9.06 and 9.07 hereof. Nothing herein shall require the establishment of user charges as hereinabove authorized, and the Board may elect to treat all or any portion thereof as expenses to be defrayed by assessments.

**Section 9.04:            Special Assessments for Capital Improvements**

In addition to the annual assessment authorized by Section 9.03, the Board may levy special assessments for the purpose of defraying, in whole or in part, the

cost of construction or purchase of a specified capital improvement upon or to the Common Area, and the necessary fixtures and personal property related thereto; provided, however, that, except for special assessments which shall not exceed in any one (1) year the sum of \$500.00 per assessed Dwelling or Lot, any such special assessment shall first be approved at a meeting of the Association Delegates by the affirmative votes of Association Delegates entitled to cast at least sixty-seven percent (67%) of all votes cast at a meeting called and held in accordance with the provisions of Section 9.05. The provisions of this Section 9.04 shall not limit the power of the Board, without such prior approval, to levy assessments to reconstruct, replace or restore any portion of the Common Area. The Board shall segregate and maintain a special reserve account (the "Master Fund") to be used solely to make capital expenditures in connection with the Common Area. In addition, at the time the initial sale of each Dwelling is closed, the purchaser of the Dwelling shall pay to the Association an amount equal to two (2) months assessments to be deposited into an account (the "Master Reserve") to be applied and used for start-up costs and as a working capital fund in connection with the initial operation of Common Area and for future working capital needs.

**Section 9.05:            Notice and Quorum**

Written notice of any meeting called for the purpose of authorizing any special assessments requiring approval pursuant to Section 9.04 hereof shall be sent to all Association Delegates not less than ten (10) days nor more than thirty (30) days in advance of the meeting. The presence in person or by proxy of Association Delegates entitled to cast at least twenty percent (20%) of all the votes shall constitute a quorum.

**Section 9.06:            Allocation of Assessments Among Members**

Both annual and special assessments shall be allocated among the Members by apportioning to each Member an amount equal to that proportion of the total assessment which the number of Unit Memberships held by such Member bears to the total number of Unit Memberships in the Association.

**Section 9.07:            Payment of Assessments**

- (a) Assessments allocated under Section 9.06 hereof to Members shall be added to the assessment made or levied by a Neighborhood Association against each such Member for the common expenses and user charges as provided in the applicable Neighborhood Declaration. Each such Member shall pay the assessment levied by the Association directly to the Association and shall also pay to the Association any assessment levied by the Neighborhood Association as provided in the applicable



Neighborhood Declaration. All funds so collected by the Association shall be held in trust for each Neighborhood Association without any deduction or set-off, provided that such payment shall not be deemed made to the Neighborhood Association by any Member until actually received by the Neighborhood Association from the Association.

- (b) Upon written demand of an Owner or a Mortgagee at any time, the Association shall furnish such Owner or Mortgagee a written dated certificate signed by an officer of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's Dwelling or Lot. Such Certificate shall be conclusive evidence of payment of any annual or special assessments theretofore levied and not stated therein as unpaid.

**Section 9.08:            **Nonpayment of Assessments****

- (a) Any installment of an assessment which is not paid to the Association when due shall be delinquent. The Association may bring an action against the Member personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action; and the Association may enforce and foreclose any lien it has or which may exist for its benefit.
- (b) No Member shall be relieved of personal liability for the assessments and for other amounts due as provided herein by nonuse of the Common Area or abandonment or transfer of ownership of his or her Dwelling or Lot, provided that upon transfer of ownership of a Dwelling or Lot, the transferor shall not be responsible for assessments accruing after the date of transfer.
- (c) The lien of the assessments provided for in Section 9.01 hereof shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the earlier of the date the holder of said mortgage takes possession of the Dwelling or Lot, accepts a conveyance of any interest in the Dwelling or Lot or has a receiver appointed in a suit to foreclose his or her lien. Such taking of possession, conveyance or appointment shall not relieve the holder of said mortgage from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. Except for the foregoing, the lien for assessments provided for in Section 9.01 shall not be affected by any sale or transfer of a Dwelling or Lot.

**Section 9.09:            **Additional Assessment Provisions****

- (a) If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Association Delegates with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Association Delegates within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Association Delegates are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.
- (b) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Association Delegate approval or the provisions of subsection (a) or (c) of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the Common Areas or any of the common facilities of the Property. "Emergency" also includes a danger to the life, health or safety of the membership.
- (c) Assessments for additions and alterations to the Common Areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total Association Delegates at a meeting called for that purpose.

**Section 9.10:            **Itemized Accounting****

The Board shall provide all Members with a reasonably detailed summary of the receipts, Common Expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all Members an itemized accounting of the Common Expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and 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 or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

## ARTICLE X

### ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

#### Section 10.01:      **Purpose**

In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the Property, the Lots, Dwellings and Neighborhoods, any and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article X. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article X.

#### Section 10.02:      **Architectural Review Committee**

The Board shall establish the Architectural Review Committee which shall consist of up to five (5) (but not less than three (3)) members, all of whom shall be Owners and who may or may not be members of the Board; provided, however, that at least two (2) members of the Architectural Review Committee shall be members of the Board and a majority of the members of the Architectural Review Committee shall also be members of the Board. The regular term of office for each member shall be one year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The Architectural Review Committee shall elect a chairperson and he or she, or in his or her absence, the vice chairperson, shall be the presiding officer at its meetings. The Architectural Review Committee shall meet at least once in each calendar month, as well as upon call of the chairperson, and all meetings shall be held at such places as may be designated by the chairperson. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the Architectural Review Committee shall constitute the action of the Architectural Review Committee on any matter before it. The Architectural Review Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Review Committee in performing its functions set forth herein. Each member of the Architectural Review Committee may be paid a stipend or honorarium as from time to time determined by the Board.

**Section 10.03: Permitted Improvements; Standards**

- (a) No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, except (i) for Dwellings and other improvements which were constructed during the original development of the Property, (ii) such improvements as are approved by the Architectural Review Committee in accordance with this Article X, or (iii) improvements which pursuant to this Article X do not require the consent of the Architectural Review Committee.
- (b) The Architectural Review Committee is hereby authorized to promulgate from time to time written architectural standards, policies, and guidelines (the "Standards") governing the construction, location, landscaping, and design of improvements, the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to Sections 10.05, 10.06, and 10.08 hereof. Any such Standards published by the Architectural Review Committee shall be binding and enforceable on all Owners with respect to all improvements in the Development requiring the approval of the Architectural Review Committee. Attached hereto as Exhibit "E" are the current Standards. In the event of a conflict between the Standards on Exhibit "E" (as same may be amended or modified from time to time) and the text of this Declaration, the Standards set forth on Exhibit "E" (as same may be amended or modified from time to time) shall govern and control.
- (c) No improvements of any nature whatsoever shall be commenced, constructed, altered, added to or maintained upon any part of the Property (except for Dwellings and other improvements which were constructed during the original development of the Property and for improvements which pursuant to this Article X do not require the consent of the Architectural Review Committee) unless and until the Architectural Review Committee has approved in writing the proposed architect and builder of any such improvements.

**Section 10.04: Construction of Improvements**

Dwellings may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Dwelling is located have been completed, or adequate provisions have been made for the completion of landscaping where the weather conditions prohibit immediate completion, and a certificate of occupancy for such Dwelling has been issued. No temporary house, storage shed, shack, tent, barn, or other outbuilding shall be permitted on any Lot, Dwelling, or within any Neighborhoods at any time, except for temporary structures for social functions as may be permitted by rules and regulations

promulgated by the Board, nor shall any stable, poultry house or yard, rabbit hut, or other similar yard structure be constructed or allowed to remain on any Lot or Dwelling or within any Neighborhood. Construction of all Dwellings shall be completed within twelve (12) months of the commencement date of said construction. During the continuance of construction by an Owner or a Neighborhood Association, such Owner or Neighborhood Association shall require its contractors to maintain the Lot, Dwelling, or Neighborhood in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner or Neighborhood Association, as the case may be, shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot, Dwelling, or Neighborhood on which such construction has been completed.

**Section 10.05: Architectural Approval**

To preserve the architectural and aesthetic appearance of the Development, no construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner or Neighborhood Association with respect to the construction or affecting the exterior appearance of any Dwelling or with respect to any other portion of the Property, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, awnings, walls, fences, exterior lights or garages, nor shall any exterior addition to or alteration therein be made, unless and until two (2) copies of the plans and specifications and related data (including, if required by the Architectural Review Committee, a survey showing the location of trees of two (2) inches in diameter at a height of four (4) feet and other significant vegetation on such Lot, Dwelling, or Neighborhood) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee as to the compliance of such plans and specifications with such Standards as may be published by the Architectural Review Committee from time to time including the harmony of external design, location, and appearance in relation to surrounding structures and topography. With regard to the painting of any exterior of a Dwelling by an Owner, including but not limited to doors and window frames, no such approval shall be necessary unless such color is not allowed under the Standards, in which case approval of the Architectural Review Committee is required. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the Architectural Review Committee, and the other copy shall be returned to the Owner or Neighborhood Association marked "approved," "approved as noted," or "disapproved." The Architectural Review Committee shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with

the terms hereof. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his or her Dwelling that do not affect the exterior appearance and a Neighborhood Association may make interior improvements or alterations within any building or structures which it owns or maintains that do not affect the exterior appearance, without the necessity of approval or review by the Architectural Review Committee. The Architectural Review Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In connection with approval rights and to prevent excessive drainage or surface water run-off and in order to comply with any restrictions imposed from time to time on the Development, or portions thereof, by the applicable governmental authorities, the Architectural Review Committee shall have the right to establish a maximum percentage of a Lot, Dwelling, or Neighborhood which can be cleared or graded and a maximum percentage of a Lot, Dwelling, or Neighborhood which may be covered by Dwellings, buildings, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the Architectural Review Committee, representatives of the Architectural Review Committee shall have the right during reasonable hours to enter upon and inspect any Lot, Dwelling, Neighborhood, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the Architectural Review Committee shall determine that such plans and specifications have not been approved or are not being complied with, the Architectural Review Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. Upon approval of plans and specifications, no further approval under this Article X shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the Architectural Review Committee upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

**Section 10.06:      Landscaping Approval**

To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner or Neighborhood Association unless and until the plans therefor have been submitted to and approved in writing by the Architectural

Review Committee. Such plans shall include a calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the Architectural Review Committee shall be entitled to promulgate standards with respect to such ratios. No hedge or shrubbery planting or tree which obstructs sight-lines of streets and roadways within the Development shall be placed or permitted to remain on any Lot, Dwelling, or Neighborhood where such hedge, shrubbery, or tree interferes with traffic sight-lines, including sight-lines at the intersection of a driveway and a road or street in the Development. No Owner or Neighborhood Association shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above ground level, without obtaining the prior approval of the Architectural Review Committee, except as set forth in the preceding sentence and provided further that dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Review Committee or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot, Dwelling, or Neighborhood by the Owner of such Lot or Dwelling or the Neighborhood Association for such Neighborhood, as the case may be. All landscaping within Neighborhoods must be completed in accordance with a landscaping schedule approved by the Architectural Review Committee.

**Section 10.07: Approval Not a Guarantee**

No approval of plans and specifications and no publication of Standards shall be construed as representing or implying that such plans, specifications, or Standards will, if followed, result in properly designed improvements. Such approvals and Standards shall in no event be construed as representing or guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Association, nor the Architectural Review Committee shall be responsible or liable for any defects in any plans or, specifications submitted, revised, or approved pursuant to the terms of this Article X, any loss or damages to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

**Section 10.08: Building Restrictions**

All Dwellings and other structures shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions and any applicable regulations and restrictions of applicable governmental agencies. All grading, clearing, construction of impervious surfaces and other construction activity performed on Lots or Dwellings shall be performed in

accordance with the standards promulgated by the Architectural Review Committee. Prior to any such grading, clearing, construction of impervious surface, or other construction activity, the Owner of any Lot or Dwelling shall receive the prior written approval of the Architectural Review Committee. In addition, the Architectural Review Committee is authorized to promulgate from time to time as part of the standards described in Section 10.03(b) hereof additional restrictions applicable to the Development, including, without limitation, restrictions relating to height of improvements above grade, roof pitch, and minimum square footage of Living Space in each Dwelling. No exterior portion of any building, structure, or other improvement (excepting sidewalks and driveways) located on or with respect to any Lot, Dwelling, or Neighborhood shall be located other than as permitted by the applicable set-back line restrictions as set forth in the Standards; provided that the Architectural Review Committee shall be empowered to grant variances with respect to such set-back line restrictions, including, variances for any Lot or Dwelling located within a Neighborhood, in its sole and absolute discretion. To assure that Dwellings and other structures will be located so that the maximum view, privacy, and breeze will be available to each Dwelling or structure, Dwellings and structures will be located with regard to the topography of each Lot, Dwelling, and Neighborhood taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other Dwellings or structures within the Development and the Architectural Review Committee shall have the authority to determine such locations for dwellings and structures.

Section 10.09: Intentionally Omitted.

Section 10.10: **Use of Lots and Dwellings**

Except as permitted by Sections 3.09 and 10.20 hereof, each Lot and Dwelling shall be used for residential purposes only, for single-Family occupancy and no trade or business of any kind may be carried on therein. No more than one (1) Dwelling shall be located on any Lot. The use of a portion of a Dwelling as an office by an Owner or his or her tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic. The use of a Dwelling or a portion thereof for business meetings, entertainment, or the enjoyment or business of the Owner's employees, trustees, agents, clients, or customers shall not be considered to be a violation of this covenant if such use does not create regular customer, client or employee traffic.

Section 10.11: **Exterior Appearance**

No chainlike fences shall be permitted within the Development. Further, no foil or other reflective materials shall be used on any windows for sunscreens, blinds,



shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other item be hung on any railing, fence, hedge, or wall. When not in use, all garage doors shall be kept closed. No projections of any type shall be placed or permitted to remain above the roof of any improvements except approved chimneys or vent stacks.

**Section 10.12:      Signs**

Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows, on the exterior of any improvements located within the Development, or elsewhere on any portion of the Property, without the express written permission of the Architectural Review Committee. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural Review Committee and may be arbitrarily withheld. In addition, the Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Area. Furthermore, this Section 10.12 shall not be deemed to prohibit one "For Sale" sign not exceeding 2' x 2' in size on any portions of a Lot or Dwelling and that during the two (2) week period prior to, and during the one (1) week period subsequent to, a primary or general election, one (1) political sign may be maintained on an individual Lot or the Dwelling. No "For Rent" signs shall be allowed anywhere on the Property.

**Section 10.13:      Antennas**

No television antenna, radio receiver, satellite dish, or other similar device shall be attached to or installed on any portion of the Development, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot, Dwelling, or Neighborhood which may unreasonably interfere with the reception of television or radio signals within the Development; provided, however, that the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Development, and should cable television services be unavailable and adequate television reception not be otherwise available, then an Owner or Neighborhood Association may make written application to the Architectural Review Committee for permission to install a television antenna. Notwithstanding anything contained herein to the contrary, a satellite dish no more than one meter in diameter which cannot be viewed or observed from in front of the Dwelling may be permitted on a Lot.

**Section 10.14:      Neighborhood Architectural Review Committee**

To the extent a Neighborhood Declaration establishes an Architectural Review Committee and to the extent an Owner is required to obtain approval from such Committee, then such Owner shall not be required to obtain such approval from the Architectural Review Committee established pursuant to this Declaration. On all other matters which require the approval of the Architectural Review Committee established by this Declaration, the Owner must still obtain such approval.

**Section 10.15:      Water Wells and Septic Tanks**

No private water wells may be drilled or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot, Dwelling, or Neighborhood.

**Section 10.16:      Pets**

No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development, provided that generally recognized house pets may be kept in Dwellings, subject to rules and regulations adopted by the Association, through the Board, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Area. Pets shall be under leash at all times when walked or exercised in any portion of the Common Area, and no pet shall be permitted to leave its excrement on any portion of the Common Area, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 10.16, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board shall have the further right, subject to Section 11.03 hereof, to fine any Owner (in an amount not to exceed \$50.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his or her Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Area caused by the pet of such Owner or of an occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair or Neighborhoods or of the Common Area which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Development or which could

result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Development. Any Owner, or his or her family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual costs of removal thereof or the sum of \$150.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his or her Lot or Dwelling are subject.

**Section 10.18:        Motor Vehicles, Trailers, Boats**

Each Owner or Neighborhood Association shall provide for parking of at least one (1) automobile in garages, equipped with garage doors, prior to occupancy of the Dwellings owned or maintained by such Owner or Neighborhood Association. All automobiles owned or used by Owners or Occupants other than temporary guests and visitors shall be parked in garages to the extent that garage space is available, and garages shall not be used for storage or otherwise so that they become unavailable for parking cars therein. The outside storage or parking upon any Lot, Dwelling, or Neighborhood or within any portion of the Common Area (other than areas provided therefor within the Common Area, if any) of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices is hereby prohibited.

**Section 10.19:        Intentionally Omitted.**

**Section 10.20:        Multiple Ownership**

No Lots or Dwellings may be sold under any time-sharing, time-interval, or similar right-to-use programs.

**Section 10.21:        Mailboxes**

If a mailbox is installed on a Lot, the respective Owner shall be responsible for maintaining, in good condition and repair, such mailbox and to replace, if necessary, said mailbox with a mailbox as approved by the Architectural Review Committee.

Section 10.22:      **Energy Policy Statement**

PURPOSE OF STATEMENT: In compliance with Section 5 of the Homeowner's Energy Policy Statement Act (765 ILCS 165/1 et. seq.) the Board of Directors has adopted this Energy Policy Statement for the purpose of protecting the public health, safety, and welfare of the Members of the Association, while encouraging the development and use of solar energy systems in order to conserve and protect the value of land, buildings, and resources.

- (a)    Definitions: The terms used herein shall have the meanings and definitions prescribed to them in Section 10 of the Homeowner's Energy Policy Statement Act.
- (b)    Application for the installation of solar collectors, solar storage mechanisms and solar energy systems must be made to the Architectural Review Committee as described herein.
- (c)    The Architectural Review Committee shall have the sole discretion in approving an Owner's specific modules or product used for its solar collectors, solar storage mechanisms and/or solar energy systems, which shall be submitted with the Owner's application.
- (d)    Owners shall not permit solar collectors, solar storage mechanisms or solar energy systems to fall into disrepair or to become safety hazards.
- (e)    Owners shall be responsible, at his or her own costs, for all maintenance and repair of solar collectors, solar storage mechanisms and solar energy systems. In the event the installation or use of any solar collectors, solar storage mechanisms or solar energy systems causes any damage or destruction to any Common Area, Dwelling, Lot, or the Property, the Owner installing the solar collectors, solar storage mechanisms or solar energy systems shall be liable and responsible for and shall pay for any and all costs, expenses, fees and damages and repair any and all damage or destruction created thereby, including, but not limited to, reasonable attorneys' fees and court costs incurred by the Association or governing Neighborhood Association.
- (f)    Owners shall be responsible for repainting or replacement of solar collectors, solar storage mechanisms and solar energy systems.
- (g)    If the Association or a Neighborhood Association determines, in its sole discretion, that the removal of any solar collectors, solar storage mechanisms or solar energy systems is necessary to allow the Association or Neighborhood Association to fulfill its maintenance, repair and

replacement obligations described in this Declaration or the governing Neighborhood Association's Declaration, the Association, or Neighborhood Association, as applicable, shall provide reasonable notice to the Owner. It is the obligation of the Owner to complete removal within the time provided by the Association or Neighborhood Association. In the event the Owner fails to complete removal within the time provided, the Association or Neighborhood Association may remove any solar collectors, solar storage mechanisms and solar energy systems and assess all costs incurred back to the Owner's assessment/common expense account. The Association will not be responsible for the safekeeping of any portion of a solar energy system it removes nor will the Association or Neighborhood Association be responsible or liable for any damage caused to a solar energy system or any of its component parts. Upon removal, no solar energy system or any of its component parts may be re-installed without the prior written approval of the Association.

- (h) Solar collectors, solar storage mechanisms and solar energy systems shall meet applicable standards and requirements imposed by state and local permitting authorities and shall be certified by the Solar Rating Certification Corporation (SRCC) or other nationally recognized certification agency. No homemade or non-commercially produced collectors, mechanisms or systems may be installed.
- (i) Solar collectors shall only be installed on the roofs of Dwellings and should be, upon installation, completely contained within the vertical plane of the exterior wall line of the Dwelling. With respect to attached Townhouses, Condominiums and Cluster Homes, under no circumstances shall any solar collectors, solar storage mechanisms or solar energy systems extend beyond the bounds of a Dwelling's roof nor beyond the vertical extension of the Dwelling's Party Wall or Unit boundaries.
- (j) Solar collectors, solar storage mechanisms and solar energy systems, whenever possible, should be installed on existing plane of roof material, should match the slope of the existing plane of the roof and be flush-mounted with the existing plane of the roof.
- (k) Solar collectors, solar storage mechanisms and solar energy systems installed on roofs must be firmly affixed to roof surface.
- (l) All plumbing lines should be concealed on the exterior of the Dwelling and the method of installation shown and detailed in the Owner's application described in Paragraph (b) herein. Lines should be painted colors consistent with the Dwelling and other materials adjacent to the system.

- (m) Roof solar collectors and solar energy systems should match or closely match the existing roof color.
- (n) A sample or illustrated brochure of the proposed solar collectors, solar storage mechanisms and solar energy systems should be submitted to the Architectural Review Committee as part of an Owner's application under Paragraph (b) herein and should clearly depict the system and define the materials used. Construction drawings for the specific installation should be provided. Drawings should clearly show all elevations, roof planes, proposed assembly and attachment to the roof structure, proposed installation location on the Dwelling and the location of any storage tanks.
- (o) All applications concerning solar collectors, solar storage mechanisms and solar energy systems made pursuant to Paragraph (b) herein should include calculations indicating the number and area of panels required.
- (p) Any material used in the solar collectors, solar storage mechanisms and solar energy systems, if flammable, should be self-extinguishing.
- (q) Ground-mounted, free-standing solar collectors, solar storage mechanisms and solar energy systems are prohibited anywhere on the Property.
- (r) A solar energy system may be installed on the roof of a Dwelling with an orientation to the south or within 45 degrees east or west of due south provided that the orientation does not impair the effective operation of the solar energy system.
- (s) A solar energy system shall only be installed by a professional contractor, licensed or accredited by the North American Board of Certified Energy Practitioners (NABCEP), Interstate Renewable Energy Council (IREC) or other similar nationally recognized accrediting/licensing authority.
- (t) Installation of a solar energy system shall not cause or result in an unreasonable disturbance to or otherwise interfere with the use and enjoyment of neighboring Lots and Dwellings (i.e. the installation of a solar energy system shall not result in unreasonable glare reflecting therefrom nor shall it unreasonably limit or disrupt surrounding Lots' or Dwellings' sight lines).
- (u) The Association does hereby prohibit the installation, placement or construction of rain water collection systems anywhere on the Property.
- (v) The Association does hereby prohibit the installation, placement or construction of composting systems anywhere on the Property.

- (w) The Association does hereby prohibit the installation, placement or construction of wind energy collection systems anywhere on the Property.

## **ARTICLE XI**

### **RULE MAKING**

#### **Section 11.01: Rules and Regulations**

Subject to the provisions hereof, the Board may establish reasonable rules and regulations concerning the use of Lots, Dwellings, Neighborhoods, and the Common Area and facilities located thereon. In particular but without limitation, the Board may promulgate from time to time rules and regulations which shall govern activities which may, in the judgment of the Board, be environmentally hazardous to any wetland or other areas. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such rule or regulation is specifically overruled, canceled, or modified by the Board or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association.

#### **Section 11.02: Authority and Enforcement**

Subject to the provisions of Section 11.03 hereof, upon the violation of this Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Board shall have the power (i) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot or Dwelling, the Owners or Occupants of which are guilty of such violation, (ii) to suspend an Owner's right to vote in the Association, or (iii) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants and of the co-Owners of such Owner and their respective families, guests, and tenants) to use any of recreational facilities located in the Common Area, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his or her family, guests, or tenants or by his or her co-Owners or the family, guests, or tenants of his or her co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days per violation.

Section 11.03:      **Procedure**

Except with respect to the failure of an Owner to pay assessments, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other occupant of the Development for violations of the Declaration, the By-Laws, or any rules and regulations of the Association, unless and until the following procedure is followed:

- (a) Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:
  - (i) The alleged violation;
  - (ii) The action required to abate the violation; and
  - (iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.
  
- (b) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:
  - (i) The nature of the alleged violation;
  - (ii) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;
  - (iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and
  - (iv) The proposed sanction to be imposed.
  
- (c) The hearing shall be held in executive session of the Board pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice



together with a statement of the date and manner of delivery is entered by the officer, director, or other individual who delivered such notice. In addition, the notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

## ARTICLE XII

### GENERAL PROVISIONS

Section 12.01: Intentionally Omitted.

Section 12.02: Intentionally Omitted.

Section 12.03: Intentionally Omitted.

Section 12.04: **Enforcement**

Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his or her Lot or Dwelling, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use in and to the recreational facilities, located in the Common Area, or for instituting an action to recover sums due, for damages, and/or for injunctive relief and/or any other remedy available at law or in equity such actions to be maintainable by the Board on behalf of the Association, or, in a proper case, by an aggrieved Owner. Should the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. In as much as the enforcement of the provisions of this Declaration, the By-Laws, and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction or other equitable action to restrain any such violation or breach or any threatened violation or breach. No delay, failure, or omission on the part of the Association, or any aggrieved Owner in exercising any right, power, or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, or as to a

violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the By-Laws, or any rules and regulations of the Association, however long continued.

**Section 12.05:      Duration**

The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration, provided that rights and easements which are stated herein to have a longer duration shall have such longer duration. Upon the expiration of said twenty (20) year period, this Declaration shall be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration, if, during the last year of the initial twenty (20) year period or the last year of any ten (10) year renewal period, eighty-five percent (85%) of the total votes of the Association are cast in favor of terminating this Declaration at the end of the then current term. In the event that the Association votes to terminate this Declaration, an instrument evidencing such termination shall be duly filed, such instrument to contain a certificate wherein the President of the Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in any Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation or transfer, to the covenants, conditions, restrictions, easements, rights, benefits and privileges of every character contained herein, shall be deemed and taken to be appurtenant to and covenants running with such property, and shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully and completely as though the provisions of this Declaration were fully recited and set forth in their entirety in such documents.

**Section 12.06:      Perpetuities**

If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against

perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of William Jefferson Clinton, former President of the United States.

**Section 12.07: Interpretation**

In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance, building codes or other regulations which are less restrictive. The effective date of this Declaration shall be the date of its filing for record. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Illinois.

**Section 12.08: Gender and Grammar**

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

**Section 12.09: Severability**

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

**Section 12.10: Notice of Sale, Lease or Mortgage**

In the event an Owner sells, leases, mortgages, or otherwise disposes of any Lot or Dwelling, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

**Section 12.11:      **No Trespass****

Whenever the Association, the Architectural Review Committee, and their respective successors, assigns, agents, or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Development, the entering thereon and the taking of such action shall not be deemed to be a trespass.

**Section 12.12:      **Notices****

Notices required hereunder shall be in writing and shall be delivered by a Prescribed Delivery Method. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots or Dwellings. All notices to the Association shall be delivered or sent to such address as the Association may from time to time notify the Owners. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association. All notices are deemed delivered when delivered by hand or when deposited in the United States mail or sent via other Prescribed Delivery Method.

**Section 12.13:      **Land Trust****

In the event title to a Lot or Dwelling is held by a land trust under which all powers of management, operation and control remain vested in the trust beneficiaries, then the beneficiaries thereunder shall be considered Owners for all purposes hereunder and they shall be responsible for any obligation created under this Declaration against such Lot or Dwelling. No claim shall be made against any such title holder trustee personally for any claim or obligation created hereunder and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such obligation, but the amount thereof shall continue to be a charge or lien upon the Lot or Dwelling notwithstanding any transfers of beneficial interest or in the title to such Lot or Dwelling. By directing said trustee to take title to said Lot or Dwelling, the beneficiaries agree to be bound by the provisions of this Section 12.13.

**Section 12.14:      Intentionally Omitted.**

**Section 12.15:      Intentionally Omitted.**

**Section 12.16:      **Annexation Agreement****

With regard to that certain Annexation Agreement recorded in the office of the Recorder of Will County, Illinois as Document No. R98-147426, as amended

from time to time ("Annexation Agreement"), the Annexation Agreement provides that the Village shall be permitted to utilize the tennis courts constructed upon the Common Area on a pre-scheduled basis for Village (or park district, if applicable) sponsored lessons and activities specifically conditioned upon the Village naming the Association and owner of the Development as an additional party insured on the Village's liability policy and that any participants comply with all reasonable rules and regulations governing use of the tennis courts. In the event the Association determines that it will not continue to operate the recreational facilities located on Outlot C in Kipling Estates Unit 1, then the Village shall have the option to purchase Outlot C upon customary and commercially reasonable terms at a price to be determined by the parties. In the event the Village and the Association cannot agree upon a purchase price, the price shall be established by averaging two (2) appraisals performed by certified appraisers, one of which to be selected by each party.

## **ARTICLE XIII**

### **MORTGAGEE PROVISIONS**

The following provisions are for the benefit of holders of first Mortgages on Lots in the Property. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

#### **Section 13.01:      Notices of Action**

An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Dwelling on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
- (b) any delinquency in the payment of assessments or charges owed by an Owner of a Dwelling subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Dwelling of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

- (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 13.02:        **Amendments to Documents**

- (a) The consent of Members representing at least sixty-seven (67%) percent of the votes, and the approval of the eligible holders of first Mortgages on sixty-seven (67%) percent of the Dwellings subject to a Mortgage held by an eligible holder, shall be required to terminate the Association for reasons other than substantial destruction or condemnation. Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Members as specified above and the eligible holders of first Mortgages on fifty-one (51%) percent of the Dwellings subject to Mortgages held by such eligible holders.
- (b) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the eligible holders of first Mortgages on Dwellings to which at least fifty-one (51%) percent of the Units subject to Mortgages held by such eligible holders are allocated.
- (c) The consent of Members representing at least sixty-seven (67%) percent of the votes, and the approval of eligible holders of first Mortgages on fifty-one (51%) percent of the Dwellings subject to a Mortgage held by an eligible holder, shall be required to materially amend any provisions of the Declaration, By-Laws, or articles of incorporation of the Association or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:
  - (i) voting;
  - (ii) assessments, assessment liens, or subordination of such liens;
  - (iii) reserves for maintenance, repair, and replacement of the Common Area;
  - (iv) insurance or fidelity bonds;
  - (v) rights to use the Common Area;

- (vi) responsibility for maintenance and repair of the Property;
- (vii) expansion or contraction of the Property or the addition, annexation, or withdrawal of Property to or from the Association;
- (viii) boundaries of any Lot or Dwelling;
- (ix) leasing of Dwellings;
- (x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Dwelling;
- (xi) establishment of self-management by the Association where professional management has been required by an eligible holder; or
- (xii) any provisions included in the Declaration, By-Laws, or articles of incorporation which are for the express benefit of holders; guarantors, or insurers of first Mortgages on Lots.

**Section 13.03: Special FHLMC Provision**

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly, except as otherwise provided herein;
- (b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Dwelling (A decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Property regarding assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);

- (c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Dwellings and of the Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);
- (d) fail to maintain insurance, as required by this Declaration; or
- (e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

**Section 13.04:      No Priority**

No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Dwelling in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

**Section 13.05:      Notice to Association**

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Dwelling.

**Section 13.06:      Amendment by Board**

Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which negate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

**Section 13.07:      Failure of Mortgagee to Respond**

Any Mortgagee who receives notice of and a written request from the Board to respond or consent to any action shall be deemed to have approved such action

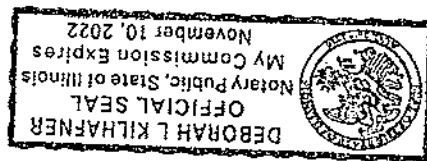


if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, with a return receipt requested.

**END OF TEXT OF DECLARATION**

This instrument was prepared by, and upon recording return to:

KEAY & COSTELLO, P.C.  
128 South County Farm Road  
Wheaton, Illinois 60187  
(630) 690-6446



BY: [Signature]

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

[Printed Name] Michael Dulek  
BY: [Signature] As President of the Board of Directors

Kipling Estates Homeowners Association

IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of February, 2020.

The undersigned hereby certifies that I am the duly elected, qualified and acting President of the Board of Directors of the Kipling Estates Homeowners Association, and that the attached is a true, correct, and accurate copy of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kipling Estates and the Amended and Restated By-Laws of Kipling Estates Homeowners Association, attached hereto as Exhibit "B", and that said documents were approved by at least two-thirds (2/3) of the directors on the Board of Directors of the Kipling Estates Homeowners Association at a Board meeting.

STATE OF ILLINOIS )  
COUNTY OF Will )  
SS )

## **LIST OF EXHIBITS**

**Exhibit “A” – Legal Description of Property Subject to Declaration**

**Exhibit “B” – By-Laws**

**Exhibit “C” – Legal Description of Common Area**

**Exhibit “D” – Legal Description of Neighborhoods**

**Exhibit “E” – Architectural Standards**

**Exhibit "A"**

**Legal Description of Property Subject to Declaration**

LOTS 1 THROUGH 19, BOTH INCLUSIVE, LOTS 43 THROUGH 54, BOTH INCLUSIVE, LOTS 292, 293, 294 AND 295, LOTS 171 THROUGH 177, BOTH INCLUSIVE, LOTS 219 THROUGH 228, BOTH INCLUSIVE, LOTS 288 THROUGH 291, BOTH INCLUSIVE, LOTS 55 THROUGH 72, BOTH INCLUSIVE, LOTS 103 THROUGH 123, BOTH INCLUSIVE AND OUTLOTS A, B, C, D, E AND F, ALL IN KIPLING ESTATES UNIT 1, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

OUTLOT H IN KIPLING ESTATES UNIT 4, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2000025045.

OUTLOTS F AND G, BOTH IN KIPLING ESTATES UNIT 2, A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2000025046.

LOTS 73 THROUGH 102, BOTH INCLUSIVE AND LOTS 124 THROUGH 170, BOTH INCLUSIVE, ALL IN KIPLING ESTATES UNIT 4, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2000025045.

LOTS 20 THROUGH 27, BOTH INCLUSIVE, LOTS 29 THROUGH 37, BOTH INCLUSIVE, AND LOTS 39 THROUGH 43, BOTH INCLUSIVE, ALL IN KIPLING ESTATES UNIT 2, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2000025046.

KIPLING ESTATES UNIT 3, PHASE 1, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2000040180, EXCEPTING THEREFROM LOT 12 CONTAINED THEREIN.

KIPLING ESTATES UNIT 4, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF WILL COUNTY, ILLINOIS AS DOCUMENT NO. R2000025045.

LOTS 411, 525 AND 526, ALL INCLUSIVE, AND OUTLOT A IN KIPLING ESTATES UNIT 1, ARE NOW KNOWN AS LOTS 292, 293, 294, 295 AND OUTLOT A, ALL IN KIPLING ESTATES RESUBDIVISION NO. 1, A RESUBDIVISION OF LOTS 411, 525, 526 AND OUTLOT A IN KIPLING ESTATES UNIT 1, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2000-12639.

KIPLING ESTATES UNIT 3, PHASE 2, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R200130062, EXCEPTING THEREFROM OUTLOT J CONTAINED THEREIN.

LOTS 178 THROUGH 190, BOTH INCLUSIVE, LOTS 210 THROUGH 218, BOTH INCLUSIVE, LOTS 229 THROUGH 237, BOTH INCLUSIVE, LOTS 249 THROUGH 287, BOTH INCLUSIVE, OUTLOTS K AND L, ALL IN KIPLING ESTATES UNIT 5, PHASE 1, A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHEAST QUARTER AND NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. R 2001152084.

LOTS 191 THROUGH 209, BOTH INCLUSIVE, AND LOTS 238 THROUGH 248, BOTH INCLUSIVE, ALL IN KIPLING ESTATES UNIT 5, PHASE 2, A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. R2001153457.

LOTS 3, 4 AND 5 AND OUTLOT P, ALL IN KIPLING ESTATES UNIT 7, PHASE 1, A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

LOTS 301 THROUGH 310, BOTH INCLUSIVE, LOTS 341 THROUGH 395, BOTH INCLUSIVE, LOTS A, B, C AND OUTLOT N, ALL IN KIPLING ESTATES UNIT 6, PHASE 1, A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHEAST

QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2002153129.

LOTS 311 THROUGH 340, BOTH INCLUSIVE, LOTS 396 THROUGH 410, BOTH INCLUSIVE, LOTS D AND E, ALL IN KIPLING ESTATES UNIT 6, PHASE 2, A PLANNED UNIT DEVELOPMENT OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. R2003252807.

LOTS 335 THROUGH 447, BOTH INCLUSIVE, AND LOT 241, ALL IN KIPLING ESTATES UNIT EIGHT, PHASE ONE, BEING A SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2003-301119.

LOTS 1 AND 2, BOTH IN KIPLING ESTATES UNIT 7, PHASE 2, A PLANNED UNIT DEVELOPMENT OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. 82004145585.

KIPLING ESTATES UNIT 8, PHASE 2, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2005-088381, EXCEPTING THEREFROM LOT 452 CONTAINED THEREIN.

Kipling Estates Homeowners Association

all PINS + Addresses located in  
Shorewood IL 60404

1000 Butterfield Cir East	0506202050330000
1001 Butterfield Cir East	0506202080200000
1002 Butterfield Cir East	0506202050340000
1003 Butterfield Cir East	0506202080210000
1004 Butterfield Cir East	0506202050350000
1005 Butterfield Cir East	0506202080220000
1006 Butterfield Cir East	0506202050360000
1007 Butterfield Cir East	0506202080230000
1008 Butterfield Cir East	0506202050370000
1009 Butterfield Cir East	0506202080240000
1010 Butterfield Cir East	0506202050380000
1011 Butterfield Cir East	0506202080250000
1012 Butterfield Cir East	0506202050390000
1013 Butterfield Cir East	0506202080260000
1014 Butterfield Cir East	0506202050400000
1016 Butterfield Cir East	0506202050410000
1018 Butterfield Cir East	0506202050420000
1100 Butterfield Cir East	0506202040660000
1102 Butterfield Cir East	0506202040670000
1104 Butterfield Cir East	0506202040680000
1106 Butterfield Cir East	0506202040690000
1108 Butterfield Cir East	0506202040700000
900 Butterfield Cir East	0506202050090000
901 Butterfield Cir East	0506202080010000
902 Butterfield Cir East	0506202050100000
903 Butterfield Cir East	0506202080020000
904 Butterfield Cir East	0506202050110000
905 Butterfield Cir East	0506202080030000
906 Butterfield Cir East	0506202050120000
907 Butterfield Cir East	0506202080040000
908 Butterfield Cir East	0506202050130000
909 Butterfield Cir East	0506202080180000
910 Butterfield Cir East	0506202050140000
911 Butterfield Cir East	0506202080190000
912 Butterfield Cir East	0506202050150000
914 Butterfield Cir East	0506202050310000
916 Butterfield Circle East	0506202050320000
1000 Butterfield Cir West	0506202070060000
1001 Butterfield Cir West	0506202060030000
1002 Butterfield Cir West	0506202070070000
1003 Butterfield Cir West	0506202060040000
1004 Butterfield Cir West	0506202070080000
1005 Butterfield Cir West	0506202060050000

Kipling Estates Homeowners Association

*All addresses + PINS located in Shorewood, IL 60404*

1006 Butterfield Cir West	0506202070090000
1007 Butterfield Cir West	0506202060060000
1008 Butterfield Cir West	0506202070100000
1009 Butterfield Cir West	0506202060070000
1010 Butterfield Cir West	0506202070110000
1011 Butterfield Cir West	0506202060080000
1012 Butterfield Cir West	0506202070120000
1013 Butterfield Cir West	0506202060090000
1014 Butterfield Cir West	0506202070130000
1015 Butterfield Cir West	0506202040500000
1016 Butterfield Cir West	0506202070140000
1017 Butterfield Cir West	0506202040510000
1100 Butterfield Cir West	0506202070150000
1101 Butterfield Cir West	0506202040520000
1102 Butterfield Cir West	0506202070160000
1103 Butterfield Cir West	0506202040530000
1104 Butterfield Cir West	0506202070170000
1105 Butterfield Cir West	0506202040540000
1106 Butterfield Cir West	0506202070180000
1107 Butterfield Cir West	0506202040550000
1108 Butterfield Cir West	0506202070190000
1109 Butterfield Cir West	0506202040560000
1110 Butterfield Cir West	0506202070200000
1111 Butterfield Cir West	0506202040570000
1112 Butterfield Cir West	0506202070210000
1113 Butterfield Cir West	0506202040580000
1114 Butterfield Cir West	0506202070220000
1115 Butterfield Cir West	0506202040590000
1116 Butterfield Cir West	0506202070230000
1117 Butterfield Cir West	0506202040600000
1118 Butterfield Cir West	0506202070240000
1119 Butterfield Cir West	0506202040610000
1121 Butterfield Cir West	0506202040620000
1123 Butterfield Cir West	0506202040630000
1125 Butterfield Cir West	0506202040640000
1127 Butterfield Cir West	0506202040650000
900 Butterfield Cir West	0506202070040000
901 Butterfield Cir West	0506202050080000
902 Butterfield Cir West	0506202070030000
903 Butterfield Cir West	0506202050070000
904 Butterfield Cir West	0506202070020000
905 Butterfield Cir West	0506202050060000
906 Butterfield Cir West	0506202070010000
907 Butterfield Cir West	0506202050050000
908 Butterfield Cir West	0506202070050000
909 Butterfield Cir West	0506202050040000



Kipling Estates Homeowners Association

all addresses / PINs located  
in SHOREWOOD IL 60404

911 Butterfield Cir West	0506202060010000
913 Butterfield Cir West	0506202060020000
1000 Bayhill Lane	0506202080070000
1001 Bayhill Lane	0506202070280000
1002 Bayhill Lane	0506202080080000
1003 Bayhill Lane	0506202070290000
1004 Bayhill Lane	0506202080090000
1005 Bayhill Lane	0506202070300000
1006 Bayhill Lane	0506202080100000
1007 Bayhill Lane	0506202070310000
1008 Bayhill Lane	0506202080110000
1009 Bayhill Lane	0506202070320000
1010 Bayhill Lane	0506202080120000
1011 Bayhill Lane	0506202070330000
1012 Bayhill Lane	0506202080130000
1013 Bayhill Lane	0506202070340000
1014 Bayhill Lane	0506202080140000
1015 Bayhill Lane	0506202070350000
1016 Bayhill Lane	0506202080150000
1017 Bayhill Lane	0506202070360000
1019 Bayhill Lane	0506202070370000
1100 Bayhill Lane	0506202080160000
1101 Bayhill Lane	0506202070380000
1102 Bayhill Lane	0506202080170000
1103 Bayhill Lane	0506202070390000
1105 Bayhill Lane	0506202070400000
1107 Bayhill Lane	0506202070410000
902 Bayhill Lane	0506202080050000
903 Bayhill Lane	0506202070250000
904 Bayhill Lane	0506202080060000
905 Bayhill Lane	0506202070260000
907 Bayhill Lane	0506202070270000
1501 Callaway Court	0506202010090000
1502 Callaway Ct.	0506202010080000
1503 Callaway Court	0506202010070000
1504 Callaway Court	0506202010060000
1200 Callaway Dr. North	0506202040360000
1202 Callaway Dr. North	0506202040350000
1204 Callaway Dr. North	0506202040340000
1205 Callaway Dr. North	0506202090190000
1206 Callaway Dr. North	0506202040330000
1207 Callaway Dr. North	0506202090180000

Kipling Estates Homeowners Association

*all addresses / PINS located  
in Shorewood IL 60404*

1208 Callaway Dr. North	0506202040320000
1209 Callaway Dr. North	0506202090170000
1210 Callaway Dr. North	0506202040180000
1211 Callaway Dr. North	0506202090160000
1212 Callaway Dr. North	0506202040170000
1213 Callaway Dr. North	0506202090150000
1214 Callaway Dr. North	0506202040160000
1215 Callaway Dr. North	0506202090140000
1216 Callaway Dr. North	0506202040150000
1217 Callaway Dr. North	0506202090130000
1218 Callaway Dr. North	0506202040140000
1219 Callaway Dr. North	0506202090120000
1220 Callaway Dr. North	0506202040130000
1221 Callaway Dr. North	0506202090110000
1222 Callaway Dr. North	0506202040120000
1223 Callaway Dr. North	0506202090100000
1224 Callaway Dr. North	0506202040110000
1226 Callaway Dr. North	0506202040100000
1228 Callaway Dr. North	0506202040090000
1230 Callaway Dr. North	0506202040080000
1232 Callaway Dr. North	0506202040070000
1234 Callaway Dr. North	0506202040060000
1236 Callaway Dr. North	0506202040050000
1238 Callaway Dr. North	0506202040040000
1300 Callaway Dr. North	0506202040030000
1301 Callaway Dr. North	0506202090090000
1302 Callaway Dr. North	0506202040020000
1303 Callaway Dr. North	0506202090080000
1304 Callaway Dr. North	0506202040010000
1305 Callaway Dr. North	0506202090070000
1307 Callaway Dr. North	0506202090060000
1309 Callaway Dr. North	0506202090050000
1311 Callaway Dr. North	0506202090040000
1313 Callaway Dr. North	0506202090030000
1001 Callaway Dr. West	0506202050220000
1002 Callaway Dr. West	0506202100170000
1003 Callaway Dr. West	0506202050230000
1004 Callaway Dr. West	0506202100180000
1005 Callaway Dr. West	0506202050240000
1006 Callaway Dr. West	0506202100190000
1007 Callaway Dr. West	0506202050250000
1008 Callaway Dr. West	0506202100200000
1009 Callaway Dr. West	0506202050260000
1010 Callaway Dr. West	0506202100210000
1011 Callaway Dr. West	0506202050270000

Kipling Estates Homeowners Association

*all addresses + PINs located  
in Shorewood IL 60404*

1012 Callaway Dr. West	0506202100220000
1013 Callaway Dr. West	0506202050280000
1014 Callaway Dr. West	0506202100230000
1015 Callaway Dr. West	0506202050290000
1017 Callaway Dr. West	0506202050300000
1100 Callaway Dr. West	0506202100240000
1101 Callaway Dr. West	0506202040370000
1102 Callaway Dr. West	0506202100250000
1103 Callaway Dr. West	0506202040380000
1104 Callaway Dr. West	0506202100260000
1105 Callaway Dr. West	0506202040390000
1106 Callaway Dr. West	0506202100270000
1107 Callaway Dr. West	0506202040400000
1108 Callaway Dr. West	0506202100280000
1109 Callaway Dr. West	0506202040410000
1110 Callaway Dr. West	0506202100290000
1111 Callaway Dr. West	0506202040420000
1112 Callaway Dr. West	0506202100300000
1113 Callaway Dr. West	0506202040430000
1114 Callaway Dr. West	0506202100310000
1115 Callaway Dr. West	0506202040440000
1116 Callaway Dr. West	0506202100320000
1117 Callaway Dr. West	0506202040450000
1119 Callaway Dr. West	0506202040460000
1121 Callaway Dr. West	0506202040470000
1123 Callaway Dr. West	0506202040480000
900 Callaway Dr. West	0506202090010000
901 Callaway Dr. West	0506202050160000
902 Callaway Dr. West	0506202090020000
903 Callaway Dr. West	0506202050170000
904 Callaway Dr. West	0509202090200000
905 Callaway Dr. West	0506202050180000
906 Callaway Dr. West	0506202090210000
907 Callaway Dr. West	0506202050190000
909 Callaway Dr. West	0506202050200000
911 Callaway Dr. West	0506202050210000
1001 Conrad Lane	0506202100010000
1002 Conrad Lane	0506202090220000
1003 Conrad Lane	0506202100020000
1004 Conrad Lane	0506202090230000
1005 Conrad Lane	0506202100030000
1006 Conrad Lane	0506202090240000
1007 Conrad Lane	0506202100040000
1008 Conrad Lane	0506202090250000
1009 Conrad Lane	0506202100050000

Kipling Estates Homeowners Association

*all addresses & PINS located  
in Shorewood IL 60404*

1010 Conrad Lane	0506202090260000
1011 Conrad Lane	0506202100060000
1012 Conrad Lane	0506202090270000
1013 Conrad Lane	0506202100070000
1014 Conrad Lane	0506202090280000
1015 Conrad Lane	0506202100080000
1016 Conrad Lane	0506202090290000
1017 Conrad Lane	0506202100090000
1018 Conrad Lane	0506202090300000
1019 Conrad Lane	0506202100100000
1020 Conrad Lane	0506202090310000
1021 Conrad Lane	0506202100110000
1022 Conrad Lane	0506202090320000
1024 Conrad Lane	0506202090330000
1100 Conrad Lane	0506202090340000
1101 Conrad Lane	0506202100120000
1103 Conrad Lane	0506202100130000
1105 Conrad Lane	0506202100140000
1107 Conrad Lane	0506202100150000
1109 Conrad Lane	0506202100160000
1600 Fieldstone Dr. North	0506201010420000
1601 Fieldstone Dr. North	0506201020150000
1602 Fieldstone Dr. North	0506201010430000
1603 Fieldstone Dr. North	0506201020160000
1604 Fieldstone Dr. North	0506201010440000
1605 Fieldstone Dr. North	0506201020170000
1606 Fieldstone Dr. North	0506201010450000
1607 Fieldstone Dr. North	0506201020180000
1608 Fieldstone Dr. North	0506201010460000
1609 Fieldstone Dr. North	0506201020190000
1610 Fieldstone Dr. North	0506201010410000
1611 Fieldstone Dr. North	0506201020200000
1612 Fieldstone Dr. North	0506201010400000
1613 Fieldstone Dr. North	0506201020140000
1614 Fieldstone Dr. North	0506201010390000
1615 Fieldstone Dr. North	0506201020130000
1616 Fieldstone Dr. North	0506201010380000
1617 Fieldstone Dr. North	0506201020120000
1618 Fieldstone Dr. North	0506201010370000
1619 Fieldstone Dr. North	0506201020110000
1620 Fieldstone Dr. North	0506201010310000
1621 Fieldstone Dr. North	0506201020100000
1622 Fieldstone Dr. North	0506201010320000
1623 Fieldstone Dr. North	0506201020030000

Kipling Estates Homeowners Association

*all addresses + PINS located  
in Shorewood IL 60404*

1624 Fieldstone Dr. North	0506201010330000
1625 Fieldstone Dr. North	0506201020040000
1626 Fieldstone Dr. North	0506201010340000
1627 Fieldstone Dr. North	0506201020050000
1628 Fieldstone Dr. North	0506201010350000
1629 Fieldstone Dr. North	0506201020060000
1630 Fieldstone Dr. North	0506201010250000
1631 Fieldstone Dr. North	0506201020070000
1632 Fieldstone Dr. North	0506201010260000
1633 Fieldstone Dr. North	0506201020080000
1634 Fieldstone Dr. North	0506201010270000
1636 Fieldstone Dr. North	0506201010280000
1638 Fieldstone Dr. North	0506201010290000
1640 Fieldstone Dr. North	0506201010240000
1642 Fieldstone Dr. North	0506201010230000
1644 Fieldstone Dr. North	0506201010220000
1646 Fieldstone Dr. North	0506201010210000
1648 Fieldstone Dr. North	0506201010200000
1650 Fieldstone Dr. North	0506201010130000
1652 Fieldstone Dr. North	0506201010140000
1654 Fieldstone Dr. North	0506201010150000
1656 Fieldstone Dr. North	0506201010160000
1658 Fieldstone Dr. North	0506201010170000
1660 Fieldstone Dr. North	0506201010180000
1700 Fieldstone Dr. North	0506201010110000
1701 Fieldstone Dr. North	0506201020270000
1702 Fieldstone Dr. North	0506201010100000
1703 Fieldstone Dr. North	0506201020280000
1704 Fieldstone Dr. North	0506201010090000
1705 Fieldstone Dr. North	0506201020290000
1706 Fieldstone Dr. North	0506201010080000
1707 Fieldstone Dr. North	0506201020300000
1708 Fieldstone Dr. North	0506201010070000
1709 Fieldstone Dr. North	0506201020310000
1710 Fieldstone Drive North	0506201010020000
1711 Fieldstone Dr. North	0506201020260000
1712 Fieldstone Dr. North	0506201010030000
1713 Fieldstone Dr. North	0506201020250000
1714 Fieldstone Dr. North	0506201010040000
1715 Fieldstone Dr. North	0506201020240000
1716 Fieldstone Dr. North	0506201010050000
1717 Fieldstone Dr. North	0506201020230000
1718 Fieldstone Dr. North	0506201010060000
1719 Fieldstone Dr. North	0506201020220000
1720 Fieldstone Dr. North	0506201010690000
1721 Fieldstone Dr. North	0506201020330000

Kipling Estates Homeowners Association

*all addresses + PINS located  
in Shorewood IL 60404*

1722 Fieldstone Dr. North	0506201010680000
1723 Fieldstone Dr. North	0506201020340000
1724 Fieldstone Dr. North	0506201010670000
1725 Fieldstone Dr. North	0506201020350000
1726 Fieldstone Dr. North	0506201010660000
1727 Fieldstone Dr. North	0506201020360000
1728 Fieldstone Dr. North	0506201010650000
1729 Fieldstone Dr. North	0506201020370000
1730 Fieldstone Dr. North	0506201010600000
1731 Fieldstone Dr. North	0506201020380000
1732 Fieldstone Dr. North	0506201010610000
1733 Fieldstone Dr. North	0506201020440000
1734 Fieldstone Dr. North	0506201010620000
1735 Fieldstone Dr. North	0506201020430000
1736 Fieldstone Dr. North	0506201010630000
1737 Fieldstone Dr. North	0506201020420000
1738 Fieldstone Dr. North	0506201010640000
1739 Fieldstone Dr. North	0506201020410000
1740 Fieldstone Dr. North	0506201010580000
1741 Fieldstone Dr. North	0506201020400000
1742 Fieldstone Dr. North	0506201010570000
1743 Fieldstone Dr. North	0506201020390000
1744 Fieldstone Dr. North	0506201010560000
1746 Fieldstone Dr. North	0506201010550000
1748 Fieldstone Dr. North	0506201010540000
1750 Fieldstone Dr. North	0506201010490000
1752 Fieldstone Dr. North	0506201010500000
1754 Fieldstone Dr. North	0506201010510000
1756 Fieldstone Dr. North	0506201010520000
1758 Fieldstone Dr. North	0506201010530000
1760 Fieldstone Dr. North	0506201010750000
1762 Fieldstone Dr. North	0506201010740000
1764 Fieldstone Dr. North	0506201010730000
1766 Fieldstone Dr. North	0506201010720000
1768 Fieldstone Dr. North	0506201010710000
1770 Fieldstone Dr. North	0506201010760000
1772 Fieldstone Dr. North	0506201010770000
1774 Fieldstone Dr. North	0506201010780000
1776 Fieldstone Dr. North	0506201010790000
1778 Fieldstone Dr. North	0506201010800000
1780 Fieldstone Dr. North	0506201010870000
1782 Fieldstone Dr. North	0506201010860000
1784 Fieldstone Dr. North	0506201010850000
1786 Fieldstone Dr. North	0506201010840000
1788 Fieldstone Dr. North	0506201010830000
1790 Fieldstone Dr. North	0506201010820000

Kipling Estates Homeowners Association

*all addresses & PINS located  
in Shorewood IL 60404*

1792 Fieldstone Dr. North	0506201010880000
1794 Fieldstone Dr. North	0506201010890000
1796 Fieldstone Dr. North	0506201010900000
1798 Fieldstone Dr. North	0506201010910000
1800 Fieldstone Dr. North	0506201010920000
1802 Fieldstone Dr. North	0506201010930000
1600 Augusta Lane	0506201040180000
1602 Augusta Lane	0506201040170000
1604 Augusta Lane	0506201040190000
1606 Augusta Lane	0506201040200000
1608 Augusta Lane	0506201040210000
1610 Augusta Lane	0506201040370000
1611 Augusta Lane	0506201050070000
1612 Augusta Lane	0506201040360000
1613 Augusta Lane	0506201050080000
1614 Augusta Lane	0506201040350000
1615 Augusta Lane	0506201050090000
1616 Augusta Lane	0506201040330000
1617 Augusta Lane	0506201050110000
1618 Augusta Lane	0506201040340000
1619 Augusta Lane	0506201050100000
1621 Augusta Lane	0506201050410000
1623 Augusta Lane	0506201050420000
1625 Augusta Lane	0506201050400000
1627 Augusta Lane	0506201050390000
1629 Augusta Lane	0506201050380000
1631 Augusta Lane	0506201050360000
1633 Augusta Lane	0506201050370000
1635 Augusta Lane	0506201050350000
1637 Augusta Lane	0506201050340000
1639 Augusta Lane	0506201050330000
1641 Augusta Lane	0506201050310000
1643 Augusta Lane	0506201050320000
1645 Augusta Lane	0506201050300000
1647 Augusta Lane	0506201050290000
1649 Augusta Lane	0506201050280000
1700 Augusta Lane	0506201040320000
1701 Augusta Lane	0506201050260000
1702 Augusta Lane	0506201040310000
1703 Augusta Lane	0506201050270000
1704 Augusta Lane	0506201040300000
1705 Augusta Lane	0506201050250000
1706 Augusta Lane	0506201040280000
1707 Augusta Lane	0506201050240000

Kipling Estates Homeowners Association

all addresses & PINS located in  
Shorewood IL 60404

1708 Augusta Lane	0506201040290000
1709 Augusta Lane	0506201050230000
1710 Augusta Lane	0506201040270000
1711 Augusta Lane	0506201050210000
1712 Augusta Lane	0506201040260000
1713 Augusta Lane	0506201050220000
1714 Augusta Lane	0506201040250000
1715 Augusta Lane	0506201050200000
1716 Augusta Lane	0506201040230000
1717 Augusta Lane	0506201050190000
1718 Augusta Lane	0506201040240000
1719 Augusta Lane	0506201050180000
1721 Augusta Lane	0506201050170000
1723 Augusta Lane	0506201050160000
1725 Augusta Lane	0506201050150000
1727 Augusta Lane	0506201050130000
1729 Augusta Lane	0506201050140000
1731 Augusta Lane	0506201030400000
1733 Augusta Lane	0506201030390000
1735 Augusta Lane	0506201030380000
1737 Augusta Lane	0506201030360000
1739 Augusta Lane	0506201030370000
1600 Devonshire Lane	0506201030350000
1601 Devonshire Lane	0506201050050000
1602 Devonshire Lane	0506201030340000
1603 Devonshire Lane	0506201050060000
1604 Devonshire Lane	0506201030330000
1605 Devonshire Lane	0506201050040000
1606 Devonshire Lane	0506201030310000
1607 Devonshire Lane	0506201050030000
1608 Devonshire Lane	0506201030320000
1609 Devonshire Lane	0506201050020000
1610 Devonshire Lane	0506201030300000
1611 Devonshire Lane	0506201040150000
1612 Devonshire Lane	0506201030290000
1613 Devonshire Lane	0506201040160000
1614 Devonshire Lane	0506201030280000
1615 Devonshire Lane	0506201040140000
1616 Devonshire Lane	0506201030270000
1617 Devonshire Lane	0506201040130000
1618 Devonshire Lane	0506201030260000
1619 Devonshire Lane	0506201040120000
1620 Devonshire Lane	0506201030250000
1622 Devonshire Lane	0506201030240000
1624 Devonshire Lane	0506201030230000



Kipling Estates Homeowners Association

all addresses + PINs located in  
Shorewood IL 60404

1626 Devonshire Lane	0506201030210000
1628 Devonshire Lane	0506201030220000
1700 Devonshire Lane	0506201030200000
1701 Devonshire Lane	0506201040100000
1702 Devonshire Lane	0506201030190000
1703 Devonshire Lane	0506201040110000
1704 Devonshire Lane	0506201030180000
1705 Devonshire Lane	0506201040090000
1706 Devonshire Lane	0506201030160000
1707 Devonshire Lane	0506201040080000
1708 Devonshire Lane	0506201030170000
1709 Devonshire Lane	0506201040070000
1710 Devonshire Lane	0506201030150000
1711 Devonshire Lane	0506201040050000
1712 Devonshire Lane	0506201030140000
1713 Devonshire Lane	0506201040060000
1714 Devonshire Lane	0506201030130000
1715 Devonshire Lane	0506201040040000
1716 Devonshire Lane	0506201030110000
1717 Devonshire Lane	0506201040030000
1718 Devonshire Lane	0506201030120000
1719 Devonshire Lane	0506201040020000
1720 Devonshire Lane	0506201030100000
1722 Devonshire Lane	0506201030090000
1724 Devonshire Lane	0506201030080000
1726 Devonshire Lane	0506201030060000
1728 Devonshire Lane	0506201030070000
1600 Fieldstone Dr. South	0506201020501006
1602 Fieldstone Dr. South	0506201020501005
1604 Fieldstone Dr. South	0506201020501004
1606 Fieldstone Dr. South	0506201020501003
1608 Fieldstone Dr. South	0506201020501002
1609 Fieldstone Dr. South	0506201030421001
1610 Fieldstone Dr. South	0506201020501001
1611 Fieldstone Dr. South	0506201030421002
1612 Fieldstone Dr. South	0506201020481006
1613 Fieldstone Dr. South	0506201030421003
1614 Fieldstone Dr. South	0506201020481005
1615 Fieldstone Dr. South	0506201030421004
1616 Fieldstone Dr. South	0506201020481004
1617 Fieldstone Dr. South	0506201030491001
1618 Fieldstone Dr. South	0506201020481003
1619 Fieldstone Dr. South	0506201030491002
1620 Fieldstone Drive South	0506201020481002

### Kipling Estates Homeowners Association

*all addresses + PINS located  
in Shorewood IL 60404*

1621 Fieldstone Dr. South	0506201030491003
1622 Fieldstone Dr. South	0506201020481001
1623 Fieldstone Dr. South	0506201030491004
1624 Fieldstone Dr. South	0506201020471006
1625 Fieldstone Dr. South	0506201030491005
1626 Fieldstone Dr. South	0506201020471005
1627 Fieldstone Dr. South	0506201030491006
1628 Fieldstone Drive South	0506201020471004
1629 Fieldstone Dr. South	0506201030431001
1630 Fieldstone Dr. South	0506201020471003
1631 Fieldstone Dr. South	0506201030431002
1632 Fieldstone Drive South	0506201020471002
1633 Fieldstone Dr. South	0506201030431003
1634 Fieldstone Dr. South	0506201020471001
1635 Fieldstone Dr. South	0506201030431004
1641 Fieldstone Dr. South	0506201030451001
1643 Fieldstone Dr. South	0506201030451002
1645 Fieldstone Dr. South	0506201030451003
1647 Fieldstone Dr. South	0506201030451004
1649 Fieldstone Dr. South	0506201030451005
1651 Fieldstone Dr. South	0506201030451006
1696 Fieldstone Dr. South	0506201020151006
1698 Fieldstone Dr. South	0506201020511005
1700 Fieldstone Dr. South	0506201020511004
1701 Fieldstone Dr. South	0506201030481001
1702 Fieldstone Dr. South	0506201020151003
1703 Fieldstone Dr. South	0506201030481002
1704 Fieldstone Dr. South	0506201020151002
1705 Fieldstone Dr. South	0506201030481002
1706 Fieldstone Dr. South	0506201020511001
1707 Fieldstone Dr. South	0506201030481004
1709 Fieldstone Dr. South	0506201030481005
1711 Fieldstone Dr. South	0506201030481006
1713 Fieldstone Dr. South	0506201030471001
1715 Fieldstone Dr. South	0506201030471002
1717 Fieldstone Dr. South	0506201030471003
1719 Fieldstone Dr. South	0506201030471004
1721 Fieldstone Dr. South	0506201030461001
1723 Fieldstone Dr. South	0506201030461002
1725 Fieldstone Dr. South	0506201030461003
1727 Fieldstone Dr. South	0506201030461004
1729 Fieldstone Dr. South	0506201030461005
1731 Fieldstone Dr. South	0506201030461006
1741 Fieldstone Dr. South	0506201031111001

Kipling Estates Homeowners Association

all addresses + PINS located in  
Shorewood IL 60404

21363 Baytree Court	0506203070120000
21400 Baytree Court	0506203070020000
20401 Baytree Court	0506203070130000
21406 Baytree Court	0506203070030000
21407 Baytree Court	0506203070140000
21412 Baytree Court	0506203070080000
21413 Baytree Court	0506203070150000
21420 Baytree Court	0506203070090000
21423 Baytree Court	0506203070160000
21428 Baytree Court	0506203070100000
21438 Baytree Court	0506203070110000
25215 Baytree Circle	0506203040330000
25219 Baytree Circle	0506203040320000
25227 Baytree Circle	0506203040310000
25232 Baytree Circle	0506203070280000
25235 Baytree Circle	0506203040300000
25241 Baytree Circle	0506203040290000
25242 Baytree Circle	0506203070170000
25249 Baytree Circle	0506203040280000
25255 Baytree Circle	0506203040270000
25263 Baytree Circle	0506203040260000
25305 Baytree Circle	0506203040250000
25308 Baytree Circle	0506203070070000
25313 Baytree Circle	0506203040240000
25316 Baytree Circle	0506203070060000
25317 W. Baytree Circle	0506203040230000
25320 Baytree Circle	0506203070050000
25321 Baytree Circle	0506203040220000
25324 Baytree Circle	0506203070040000
25325 Baytree Circle	0506203040210000
25329 Baytree Circle	0506203040200000
25204 Balmoral Drive	0506203020350000
25212 Balmoral Drive	0506203020450000
25214 Balmoral Drive	0506203020440000
25216 Balmoral Drive	0506203020430000
25217 Balmoral Drive	0506203030080000
25221 Balmoral Dive	0506203030070000
25222 Balmoral Drive	0506203020420000
25226 Balmoral Drive	0506203020410000
25231 Balmoral Drive	0506203030060000
25234 Balmoral Drive	0506203020400000
25239 Balmoral Dr.	0506203030050000
25240 Balmoral Drive	0506203020390000
25247 Balmoral Drive	0506203030040000

Kipling Estates Homeowners Association

all addresses & P/INs located in  
Shorewood, IL 60404

25248 Balmoral Drive	0506203020380000
25254 Balmoral Drive	0506203020370000
25255 Balmoral Drive	0506203030030000
25261 Balmoral Drive	0506203030020000
25262 Balmoral Drive	0506203020360000
25301 Balmoral Drive	0506203030010000
25303 Balmoral Drive	0506203030090000
25305 Balmoral Drive	0506203030100000
25307 Balmoral Drive	0506203030110000
25309 Balmoral Drive	0506203030120000
25310 Balmoral Drive	0506203020340000
25311 Balmoral Drive	0506203030120000
25316 Balmoral Drive	0506203020330000
25318 Balmoral Drive	0506203020250000
25320 Balmoral Drive	0506203020260000
25322 Balmoral Drive	0506203020270000
25324 Balmoral Drive	0506203020280000
25326 Balmoral Drive	0506203020290000
25328 Balmoral Drive	0506203020300000
25330 Balmoral Drive	0506203020310000
25332 Balmoral Drive	0506203020320000
25140 Glen Oaks Lane	0506204080090000
25141 Glen Oaks Lane	0506204090050000
25143 Glen Oaks Lane	0506204090020000
25144 Glen Oaks Lane	0506204080080000
25145 Glen Oaks Lane	0506204090040000
25149 Glen Oaks Lane	0506204090030000
25152 Glen Oaks Lane	0506204080070000
25156 Glen Oaks Lane	0506204080060000
25157 Glen Oaks Lane	0506204090010000
25158 Glen Oaks Lane	0506204080050000
25160 Glen Oaks Lane	0506204080040000
25162 Glen Oaks Lane	0506204080030000
25164 Glen Oaks Lane	0506204080020000
25200 Glen Oaks Lane	0506204080010000
25203 Glen Oaks Lane	0506203020140000
25204 Glen Oaks Lane	0506203010170000
25212 Glen Oaks Lane	0506203010160000
25213 Glen Oaks Lane	0506203020130000
25220 Glen Oaks Lane	0506203010150000
25221 Glen Oaks Lane	0506203020120000
25226 Glen Oaks Lane	0506203010140000
25229 Glen Oaks Lane	0506203020110000
25234 Glen Oaks Lane	0506203010130000
25235 Glen Oaks Lane	0506203021000000

Kipling Estates Homeowners Association

all addresses + PINS located w  
Shorewood IL 60404

25240 Glen Oaks Lane	0506203010120000
25243 Glen Oaks Lane	0506203020090000
25248 Glen Oaks Lane	0506203010110000
25249 Glen Oaks Lane	0506203020080000
25256 Glen Oaks Lane	0506203010100000
25257 Glen Oaks Lane	0506203020070000
25264 Glen Oaks Lane	0506203010090000
25265 Glen Oaks Lane	0506203020060000
25304 Glen Oaks Lane	0506203010080000
25305 Glen Oaks Lane	0506203020050000
25312 Glen Oaks Lane	0506203010070000
25313 Glen Oaks Lane	0506203020040000
25318 Glen Oaks Lane	0506203010060000
25321 Glen Oaks Lane	0506203020030000
25326 Glen Oaks Lane	0506203010050000
25327 Glen Oaks Lane	0506203020020000
25332 Glen Oaks Lane	0506203010040000
25339 Glen Oaks Lane	0506203020010000
25340 Glen Oaks Lane	0506203010030000
25348 Glen Oaks Lane	0506203010020000
21116 Meadowview Lane	0506203010010000
21122 Meadowview Lane	0506203010180000
21130 Meadowview Lane	0506203010190000
21135 Meadowview Lane	0506203020150000
21136 Meadowview Lane	0506203010200000
21144 Meadowview Lane	0506203010210000
21145 Meadowview Lane	0506203020160000
21151 Meadowview Lane	0506203020170000
21152 Meadowview Lane	0506203010220000
21157 Meadowview Lane	0506203020180000
21158 Meadowview Lane	0506203010230000
21165 Meadowview Lane	0506203020190000
21200 Meadowview Lane	0506203010240000
21207 Meadowview Lane	050623020200000
21213 Meadowview Lane	0506203020210000
21214 Meadowview Lane	0506203010260000
21221 Meadowview Lane	0506203020220000
21222 Meadowview Lane	0506203010270000
21229 Meadowview Lane	0506203020230000
21230 Meadowview Lane	0506203010280000
21237 Meadowview Lane	0506203020240000
21238 Meadowview Lane	0506203010290000
21301 S Prairie Landing Ln	0506203060100000
21302 S Prairie Landing Ln	0506203050290000

Kipling Estates Homeowners Association

*all addresses & PINS located in  
SHOREWOOD IL 60404*

21304 S Prairie Landing Ln	0506203050280000
21305 S Prairie Landing Ln	0506203060090000
21306 S Prairie Landing Ln	0506203050270000
21308 S Prairie Landing Ln	0506203050260000
21309 S Prairie Landing Ln	0506203080080000
21310 S Prairie Landing Ln	0506203050250000
21312 Prairie Landing	0506203050240000
21314 S Prairie Landing Ln	0506203050090000
21316 S Prairie Landing Ln	0506203050100000
21317 S Prairie Landing Ln	0506203060010000
21324 S. Prairie Landing	0506203050110000
21330 S Prairie Landing Ln	0506203050120000
21331 S Prairie Landing Ln	0506203060020000
21337 S Prairie Landing Ln	0506203060030000
21338 S Prairie Landing Ln	0506203050130000
21345 S Prairie Landing Ln	0506203060040000
21346 S Prairie Landing Ln	0506203050140000
21353 S Prairie Landing Ln	0506203060050000
21354 S Prairie Landing Ln	0506203050150000
21360 S Prairie Landing Ln	0506203050160000
21363 S Prairie Landing Ln	0506203060060000
21400 S Prairie Landing Ln	0506203050170000
21405 S Prairie Landing Ln	0506203060070000
21406 S Prairie Landing Ln	0506203050180000
21408 S Prairie Landing Ln	0506203050190000
7 25307 Prairiewood Lane	0506203050080000
3 25319 Prairiewood Lane	0506203050070000
5 25235 Prairiewood Lane	0506203050060000
3 25333 Prairiewood Lane	0506203050050000
1 25341 Prairiewood Lane	0506203050040000
7 25347 Prairiewood Lane	0506203050030000
5 25355 Prairiewood Lane	0506203050020000
1 25361 Prairiewood Ln.	0506203050010000
21214 Wynstone Drive	0506203030170000
21218 Wynstone Drive	0506203030160000
21222 Wynstone Drive	0506203030140000
21226 Wynstone Drive	0506203030150000
21342 Wynstone Dr.	0506203060110000
21344 Wynstone Dr.	0506203060120000
21348 Wynstone Drive	0506203060130000
21352 Wynstone Drive	0506203060140000
21438 Wynstone Drive	0506203050200000
21442 Wynstone Drive	0506203050210000
21444 Wynstone Drive	0506203050220000

Kipling Estates Homeowners Association

all PINS & addresses located  
in Shorewood IL 60404

21446 S. Wynstone Dr.	0506203050230000
21317 S. Willow Pass	0506203040040000
21318 S. Willow Pass	0506203070010000
21321 S. Willow Pass	0506203040050000
21322 S. Willow Pass	0506203070180000
21325 S. Willow Pass	0506203040060000
21326 S. Willow Pass	0506203070190000
21327 S. Willow Pass	0506203040070000
21330 S. Willow Pass	0506203070200000
21331 S. Willow Pass	0506203040080000
21335 S. Willow Pass	0506203040090000
21339 S. Willow Pass	0506203040100000
21340 S. Willow Pass	0506203070210000
21349 S. Willow Pass	0506203040110000
21354 S. Willow Pass	0506203070220000
21355 S. Willow Pass	0506203040120000
21363 S. Willow Pass	0506203040130000
21364 S. Willow Pass	0506203070230000
21405 S. Willow Pass	0506203040140000
21408 S. Willow Pass	0506203070240000
21411 S. Willow Pass	0506203040150000
21412 S. Willow Pass	0506203070250000
21419 S. Willow Pass	0506203040160000
21420 S. Willow Pass	0506203070260000
21425 S. Willow Pass	0506203040170000
21432 S. Willow Pass	0506203070270000
21433 S. Willow Pass	0506203040180000
21439 S. Willow Pass	0506203040190000
800 Butterfield Court	0506202020060000
801 Butterfield Court	0506202020020000
802 Butterfield Court	0506202020070000
803 Butterfield Court	0506202020030000
804 Butterfield Court	0506202020080000
805 Butterfield Court	0506202020040000
806 Butterfield Court	0506202020090000
807 Butterfield Court	0506202020050000
808 Butterfield Court	0506202020100000
1306 Callaway Dr. North	0506202030130000
1308 Callaway Dr. North	0506202030120000
1310 Callaway Dr. North	0506202030110000
1312 Callaway Dr. North	0506202030100000
1314 Callaway Dr. North	0506202030090000

Kipling Estates Homeowners Association

all PINS & Addresses located in SHOREWOOD IL 60404

1400 Callaway Dr. North	0506202030080000
1402 Callaway Dr. North	0506202030070000
1404 Callaway Dr. North	0506202030060000
1406 Callaway Dr. North	0506202030050000
809 Diamond Head Court	0506202020170000
811 Diamond Head Court	0506202020160000
813 Diamond Head Court	0506202020150000
815 Diamond Head Court	0506202020140000
817 Diamond Head Court	0506202020130000
800 Diamond Head Dr. East	0506202040190000
801 Diamond Head Dr. East	0506202030160000
802 Diamond Head Dr. East	0506202040200000
803 Diamond Head Dr. East	0506202030170000
804 Diamond Head Dr. East	0506202040210000
805 Diamond Head Dr. East	0506202030180000
806 Diamond Head Dr. East	0506202040220000
807 Diamond Head Dr. East	0506202030190000
808 Diamond Head Dr. East	0506202040230000
809 Diamond Head Dr. East	0506202030200000
810 Diamond Head Dr. East	0506202040240000
811 Diamond Head Dr. East	0506202030210000
812 Diamond Head Dr. East	0506202040250000
813 Diamond Head Dr. East	0506202030220000
814 Diamond Head Dr. East	0506202040260000
816 Diamond Head Dr. East	0506202040230000
818 Diamond Head Dr. East	0506202040280000
900 Diamond Head Dr. East	0506202040290000
902 Diamond Head Dr. East	0506202040300000
800 Diamond Head Dr. West	0506202030150000
801 Diamond Head Dr. West	0506202020210000
802 Diamond Head Dr. West	0506202030140000
803 Diamond Head Dr. West	0506202020200000
804 Diamond Head Dr. West	0506202030010000
805 Diamond Head Dr. West	0506202020190000
806 Diamond Head Dr. West	0506202030020000
807 Diamond Head Dr. West	0506202020180000
819 Diamond Head Dr. West	0506202020120000
821 Diamond Head Dr. West	0506202020110000
1700 Fieldstone Court	0506201020631006
1701 Fieldstone Court	0506201020611001
1702 Fieldstone Court	0506201020631005



### Kipling Estates Homeowners Association

*all addresses & PINS located in Shorewood IL 60404*

1703 Fieldstone Court	0506201020611002
1704 Fieldstone Court	0506201020631004
1705 Fieldstone Court	0506201020611003
1706 Fieldstone Court	0506201020631003
1707 Fieldstone Court	0506201020611004
1708 Fieldstone Court	0506201020631002
1709 Fieldstone Court	0506201020611005
1710 Fieldstone Court	0506201020631001
1711 Fieldstone Court	0506201020611006
1712 Fieldstone Court	0506201020621004
1713 Fieldstone Court	0506201020601001
1714 Fieldstone Court	0506201020621003
1715 Fieldstone Court	0506201020601002
1716 Fieldstone Court	0506201020621002
1717 Fieldstone Court	0506201020601003
1718 Fieldstone Court	0506201020621001
1719 Fieldstone Court	0506201020601004
1720 Fieldstone Court	0506201020641006
1721 Fieldstone Ct.	0506201020601005
1722 Fieldstone Court	0506201020641005
1723 Fieldstone Court	0506201020601006
1724 Fieldstone Court	0506201020641004
1726 Fieldstone Court	0506201020641003
1728 Fieldstone Court	0506201020641002
1730 Fieldstone Court	0506201020641001

1601 Fieldstone Dr. South	0506201031151001
1603 Fieldstone Dr. South	0506201031151002
1605 Fieldstone Dr. South	0506201031151003
1607 Fieldstone Dr. South	0506201031151004
1708 Fieldstone Dr. South	0506201020591006
1710 Fieldstone Dr. South	0506201020591005
1712 Fieldstone Dr. South	0506201020591004
1714 Fieldstone Dr. South	0506201020591003
1716 Fieldstone Dr. South	0506201020591002
1718 Fieldstone Dr. South	0506201020591001
1733 Fieldstone Dr. South	0506201031101001
1735 Fieldstone Dr. South	0506201031101002
1737 Fieldstone Dr. South	0506201031101003
1739 Fieldstone Dr. South	0506201031101004
1743 Fieldstone Dr. South	0506201031111002
1745 Fieldstone Dr. South	0506201031111003
1747 Fieldstone Dr. South	0506201031111004
1749 Fieldstone Dr. South	0506201031131001
1751 Fieldstone Dr. South	0506201031131002
1753 Fieldstone Dr. South	0506201031131003

### Kipling Estates Homeowners Association

1755 Fieldstone Dr. South	0506201031131004
1757 Fieldstone Dr. South	0506201031131005
1759 Fieldstone Dr. South	0506201031131006
1761 Fieldstone Dr. South	0506201031121001
1763 Fieldstone Dr. South	0506201031121002
1765 Fieldstone Dr. South	0506201031121003
1767 Fieldstone Dr. South	0506201031121004

all Addresses & PINs located  
in Shorewood IL 60404

**EXHIBIT "B"**

**AMENDED AND RESTATED BY-LAWS OF KIPLING ESTATES HOMEOWNERS  
ASSOCIATION**

**ARTICLE I**

**PURPOSES AND POWERS**

The Association shall be responsible for the general management and supervision of the Common Area and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not For Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration.

**ARTICLE II**

**OFFICES**

**Section 2.01:       Registered Office**

The Association shall have and continuously maintain in this State a Registered Office and a Registered Agent whose office shall be identical with such Registered Office. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

**Section 2.02:       Principal Office**

The principal office of the Association shall be maintained in a location determined by the Board.

**ARTICLE III**

**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD OF  
DIRECTORS OF THE ASSOCIATION**

**Section 3.01:       Membership**

Every Owner of a Dwelling or Lot is hereby declared to be a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of such Owner's Dwelling or Lot. Each such Owner, by acceptance of a deed or other conveyance of a Dwelling or Lot, thereby becomes a Member, whether or not the Declaration or such membership is made a part of, incorporated by reference in, or expressed in said deed or conveyance. There shall be one membership allocable to each Dwelling or Lot (herein called a "Unit

Membership") and any Member who is the Owner of more than one such Dwelling or Lot shall have the number of Unit Memberships equal to the number of such Dwellings or Lots. If the record ownership of a Dwelling or Lot shall be in more than one person, or if an Owner of a Dwelling or Lot is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the Unit Membership and be responsible for the obligations attributable thereto, shall be designated by such Owner or Owners in writing.

**Section 3.02:            Voting Rights**

Members shall be represented at Association meetings exclusively through delegates selected in accordance with the provisions of Section 3.03 hereof (herein called "Association Delegates"). Each such Association Delegate must be a Member of the Association or a spouse of a Member.

**Section 3.03:            Selection of Association Delegates**

Each Neighborhood Association shall be represented at Association meetings by a delegation composed of three (3) Association Delegates, which delegation shall be composed of the President of the respective Neighborhood Association and two (2) other Owners. The board of directors of each Neighborhood Association shall designate the Association Delegates for such Association and fix the rules of administration of that Neighborhood Association's delegation. Each Association Delegate appointed by a Neighborhood Association must be a member of such Neighborhood Association.

**Section 3.04:            Method of Voting**

The total number of votes which may be cast on any matter requiring assent of Members of the Association shall be equal to the total number of Unit Memberships at the time of any such vote. Whenever a vote of the Members of the Association is required pursuant to this Declaration, or pursuant to the articles of incorporation or By-Laws of the Association, or is otherwise required by law, such votes shall be cast only by the Association Delegates representing the respective Members, in the same manner and with the same force and effect as though each Member had given the delegation of Association Delegates which represents such Member's Neighborhood Association an irrevocable proxy coupled with an interest. The Association Delegates for each such Neighborhood Association shall collectively cast a total number of votes equal to the number of Unit Memberships which it represents. Such total number of votes may be cast in such manner as the Association Delegates, acting in accordance with its rules of administration, deem advisable, and the delegation shall not be required to cast all such votes as a unit. Each Association Delegate shall be entitled to cast one-third (1/3) of the total vote of the Unit Memberships it represents. Unless the Declaration or the articles of incorporation or these By-Laws of the Association, or any law, shall specify a greater vote, all Association

matters requiring action by Members or by the Association Delegates shall be decided by a majority of the votes cast by Association Delegates voting at a meeting at which a quorum (as defined herein) is present.

**Section 3.05:            Board of Directors**

- (a) The Association shall be governed by its Board of Directors ("Board") comprised of at least seven (7) persons, but no more than thirteen (13) persons duly appointed or elected as provided herein and in the articles of incorporation and By-Laws of the Association.
- (b) The Board shall administer the Common Area in accordance with the terms and provisions of this Declaration, and in accordance with the articles of incorporation and By-Laws of the Association. All matters requiring action by the Board shall be decided by the majority vote of the Board, except as otherwise provided herein or in the By-Laws.

**Section 3.06:            Intentionally Omitted.**

**Section 3.07:            Meeting of Association Delegates to Elect Directors**

The President of each Neighborhood Association shall be designated as a member of the Board. In the event the Board comprises an even number of members, the Board shall select an additional Board member from any Neighborhood and such seat shall rotate amongst each Neighborhood for each succeeding term.

**Section 3.08:            Election of Directors**

Directors shall be selected by vote of the Association Delegates in accordance with the provisions of this Article, and specifically, Section 3.07 hereof.

**Section 3.09:            Intentionally Omitted.**

**Section 3.10:            Informal Action by Directors**

Unless specifically prohibited by the articles of incorporation or By-Laws of the Association, any action required by the Declaration to be taken by the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors of the Board entitled to vote with respect to the subject matter thereof. Any such consent signed by all the directors of the Board shall have the same effect as a unanimous vote.

**Section 3.11:            **Informal Action by Association Delegates****

Any action required by the Declaration to be taken at a meeting of the Association Delegates, or any other action which may be taken at a meeting of the Association Delegates may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Association Delegates entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Association Delegates.

**Section 3.12:            **Board Liability****

The Board, members of the Board, officers of the Association, and the agents and employees of any of them (all of the above hereinafter referred to as the "Protected Parties"), shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions which shall occur subsequent to the date of the recording of this Declaration, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend any and all of the Protected Parties against all claims, suits, losses, damages, costs and expenses, including, without limitation, attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. Each Owner shall be entitled to a right of contribution from every other Owner in respect of said indemnity to the end that, to the extent possible, the burden of any such indemnity shall be borne by the Owners at the time the loss, cost, damage or expense is incurred in the proportion that the number of Dwellings or Lots in the Property owned by each respective Owner bears to the total number of Dwellings or Lots in the Property at the time the loss, cost, damage or expense is incurred. The Board shall assess each Owner for his or her share of the cost of such indemnification, and such assessment shall be collectible and enforceable in mode and manner as set forth in Article V hereof. To the extent possible the obligation of the Owners for indemnification and the Board's liability hereunder shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

**Section 3.13:            **Nonprofit Purposes of Association****

Nothing herein shall be construed to give the Association authority to conduct an active business for profit on its own behalf or on behalf of the Members.

Section 3.14:           **Governing Law**

Except as otherwise provided in the Declaration, the Association, the Board, officers and members shall be governed by the Illinois General Not For Profit Corporation Act.

Section 3.15:           **Board as Representative of Owners**

The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the Common Area or more than one Dwelling or Lot, on behalf of the Owners as their interests may appear.

Section 3.16:           **Compensation**

Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Members having two-thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his or her duties.

Section 3.17:           **Vacancies in Board**

Vacancies in the Board, other than as a result of removal pursuant to Section 3.19 hereof, including vacancies due to any increase in the number of persons on the Board, shall be filled by two-thirds (2/3) of the remaining members of the Board until the next annual meeting of the Association Delegates or until Association Delegates holding twenty percent (20%) of the votes of the Association request a meeting of the Members to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Association Delegates holding twenty percent (20%) of the votes of the Association requesting such a meeting.

Section 3.18:           **Election of Officers**

The Board shall elect from among its members a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and Association, a Secretary who will keep the minutes of all meetings of the Members and of the Board who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

**Section 3.19:            Removal of Board Members**

Any Board member may be removed from office by affirmative vote of the Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Board member removed may be elected by the Members at the same meeting or any subsequent meeting called for that purpose.

**Section 3.20:            Meeting of the Board**

- (a) All annual meetings of the Board shall be held immediately after and at the same place, or other place, as the annual meeting of Members. Special meetings of the Board shall be held upon call by the President or by twenty-five percent (25%) of the Board on not less than forty-eight (48) hours' notice. Any member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present.
- (b) Except to the extent otherwise provided by the Act, the Board shall give the Members notice of all Board meetings at least forty-eight (48) hours prior to the meeting by sending notice by using a Prescribed Delivery Method or by posting copies of notices of meetings in entranceways, elevators, or other conspicuous places in the Common Area at least forty-eight (48) hours prior to the meeting except where there is no common entranceway for seven (7) or more Dwellings or Lots, the Board may designate one or more locations in the proximity of these Dwellings and Lots where the notices of meetings shall be posted. The Board shall give Members notice of any Board meeting, through a Prescribed Delivery Method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within ten (10) to sixty (60) days prior to the meeting, unless otherwise provided in the Act.
- (c) Meetings of the Board shall be open to any Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent, (ii) to discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor,



agent, or other provider of goods and services, (iv) to discuss violations of rules and regulations of the Association, (v) to discuss a Member's or Owner's unpaid share of Common Expenses, or (vi) to consult with the Association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member.

- (d) The Board must reserve a portion of the meeting of the Board for comments by Members; provided, however, the duration and meeting order for the Member comment period is within the sole discretion of the Board.

**Section 3.21: Execution of Investments**

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

**ARTICLE IV**

**POWERS OF THE BOARD**

**Section 4.01: General Powers of the Board**

Without limiting the general powers which may be provided by law, the Declaration or these By-Laws, the Board shall have the following general powers and duties:

- (a) to elect the officers of the Association as hereinabove provided;
- (b) to administer the affairs of the Association and the Common Area;
- (c) subject to Section 4.04(b) below, to engage the services of a manager or managing agent who shall manage and operate the Common Area;
- (d) to formulate policies for the administration, management and operation of the Common Area;
- (e) to adopt administrative rules and regulations governing the administration, management, operation and use of the Common Area, and to amend such rules and regulations from time to time;

- (f) to provide for the maintenance, repair and replacement of the Common Area and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be the employees of the managing agent);
- (h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners of such Lots which have been occupied for residential purposes, their respective shares of such estimated expenses, as hereinafter provided; and
- (i) to exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Owners by the articles of incorporation, the Declaration or these By-Laws.

**Section 4.02: Capital Additions and Improvements**

The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions or capital improvements to the Common Area (other than for purposes of replacing or restoring portions of the Common Area, subject to all the provisions of the Declaration) or to those portions of the Dwellings as set forth in Section 5.01 of the Declaration having a total cost in excess of Ten Thousand Dollars (\$10,000.00), without in each case the prior approval of the Association Delegates holding two-thirds (2/3) of the total votes.

**Section 4.03: Tax Relief**

In connection with the Common Area, the Board shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge all expenses incurred in connection therewith to the maintenance fund.

**Section 4.04: Rules and Regulations: Management**

- (a) Rules. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification

of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants. Written notice of such rules and regulations shall be given to all Owners and Occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

- (b) Management. The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board. Any management fees incurred pursuant to this Section 4.04(b) shall be paid from the assessments collected pursuant to Article V hereof.
- (c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

**Section 4.05:           Liability of the Board of Directors**

The members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith by such officers or Board members. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual liability to others arising out of contracts made by the Board or officers on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration. The liability of any Owner arising out of any such contract made by the Board or officers or out of the aforesaid indemnity in favor of the members of the Board or officers, to the extent not covered by insurance, shall be limited to his or her proportionate share of the total liability thereunder.

**ARTICLE V**

**COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Section 5.01:           Creation of the Lien and Personal Obligation**

Each Owner of a Dwelling or Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance for each Dwelling or Lot owned by such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association such assessments and user charges as are levied pursuant to the provisions of the Declaration and the By-Laws of the Association. Such assessments and user charges, together with interest thereon and cost of collection, if any, as hereinafter provided, shall be a charge and continuing lien upon the Dwelling or Lot against which such assessment is made. Each such assessment and user charge, together with such interest and costs, shall also be the personal obligation of the Member who was the Owner of such Dwelling or Lot at the time when the same fell due.

**Section 5.02:            Purpose of Assessments**

The assessments for Common Expenses levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and in particular, without limiting the foregoing: (i) for the improvement and maintenance of the services and facilities devoted to the use and enjoyment of the Common Area, (ii) for the making of repairs, replacements and additions to the Common Area, defraying the cost of labor, equipment, and material required for the maintenance of the Common Area, (iii) for the operation, care, upkeep, maintenance, replacement and of any common areas of any Neighborhood Association to the extent any such Neighborhood Association has delegated these powers and duties to the Association, and (iv) in general for carrying out the duties of the Board as set forth in this Declaration and the By-Laws of the Association; and for carrying out the purposes of the Association as stated herein and in its Charter.

**Section 5.03:            Assessment Procedures**

- (a) **Preparation of Estimated Budget.** Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, fees, supplies and other items which, in the judgment of the Board, will be required to be provided to the Association or required to meet the Association's obligations during the ensuing calendar year to effect the purposes of the Association, a copy of which estimated budget shall be provided to all Owners at least thirty (30) days, and not more than sixty (60) days, prior to its adoption by the Board. The annual budget shall take into account any estimated net operating income or deficit which may result from the operation of the Common Area during such year and income from user charges to be received pursuant to Section 5.03(g) hereof. Said "estimated cash requirement" shall be allocated among and assessed to Members in accordance with the provisions of Section 5.06 hereof. The Board shall give written notice, mailed or delivered, to each Owner no less than ten (10) and no more than sixty (60) days prior to any meeting of the Board concerning the adoption of any proposed budget or any increase or establishment of an assessment.
  
- (b) **Date Payments Due.** On or before January 1 of the ensuing year, and on the first day of each and every month of said year each Member shall be personally obligated to pay, in the manner prescribed by Sections 9.06, 9.07 and 9.08 of the Declaration, one twelfth (1/12th) of such Member's annual assessment, together with all user charges incurred by such Member during the preceding month. If the actual expenditures paid or provided for by the Board during said year shall be more or less than said estimated cash requirement, any net shortage or excess shall be applied as an adjustment to the installments under the current year's estimate

falling due after the amount of such net shortage or excess for the preceding year has been determined. The Board may elect to collect the entire annual assessment in January of each year.

- (c) Commencement of Assessments. The Board shall fix the amount of the annual assessment against each Dwelling or Lot at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. The amount of the annual assessment to be fixed by the Board pursuant to this Section 5.03(c) shall not exceed one hundred fifteen percent (115%) of the prior year's assessment unless the assent of Association Delegates entitled to cast at least sixty-seven percent (67%) of all votes is given at a meeting called for that purpose. Written notice of any changed amount of annual assessment shall be due on the first day of the month immediately preceding the effective date of the changed assessment. An Owner shall first be liable for payment of the full monthly assessment on the 1st day of the month following conveyance of title to him or her. This payment shall be in addition to the prorated portion of the monthly assessment which a new Owner agrees to pay to its seller as of the date title to a Dwelling or Lot is conveyed. The Association shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association setting forth whether the assessments on a specified Dwelling or Lot have been paid and, if not paid, the amount of any such deficiency. Such certificate shall be conclusive evidence of payment of any assessment therein.
- (d) Assessment on Dwellings Under Construction. With regard to any Lots or any portions of the Property upon which Dwellings are being constructed or have been completed and title has not been conveyed by the builder or developer, the assessment respecting any such portion of the Property shall be limited to the aggregate amount of actual operating expenses from time to time required to be paid with respect to such portion of the Property provided, however, that in the event builder or developer enters into a lease or installment contract for any Dwelling, then the builder or developer shall be responsible for the payment of assessments on such Dwelling on the same basis as any other Owner as provided in Section 5.06 hereof. Actual operating expenses shall mean those ordinary expenses attributable only to the period in question covering the maintenance and operation of the Property and shall not include capital expenditures, amounts set aside as a reserve for contingencies or replacements, repair items or inventory items to the extent attributable to subsequent periods.
- (e) Adjustments to Estimated Budget. If any "estimated cash requirement" proves inadequate for any reason (including nonpayment of any Member's assessment), the Board may at any time levy a further assessment. The

Board shall serve notice of such further assessment on all Members by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly assessment payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Members shall be personally liable for and obligated to pay their respective adjusted monthly amount.

- (f) Failure to Prepare Annual Budget. The failure or delay of the Board to prepare an annual or an adjusted estimated budget shall not constitute a waiver or release in any manner of any Member's obligation to pay his or her share of the estimated cash requirement as herein provided, whenever the same shall be determined and in the absence of any annual estimate or adjusted estimate, each Member shall continue to pay the monthly charge at the then existing monthly rate established for the previous period.
- (g) User Charges. The Board may establish, and each Member shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Members or which, in the judgment of the Board, should not be charged to every Member. Such expenses may include, without limitation, fees for the use of facilities located in the Common Area; lease charges; charges predicated on the negligence of any Member or the abuse of any recreational facility; and fees for such other services and facilities provided to Members which should not reasonably be allocated among all of the Members in the same manner as assessments. Such user charges may be billed separately to each Member benefited thereby, or may be added to such Member's assessment as otherwise determined, and collected as a part thereof pursuant to Sections 5.06 and 5.07 hereof. Nothing herein shall require the establishment of user charges as hereinabove authorized, and the Board may elect to treat all or any portion thereof as expenses to be defrayed by assessments.

**Section 5.04:            Special Assessments for Capital Improvements**

In addition to the annual assessment authorized by Section 5.03, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction or purchase of a specified capital improvement upon or to the Common Area, and the necessary fixtures and personal property related thereto; provided, however, that, except for special assessments which shall not exceed in any one (1) year the sum of \$500.00 per assessed Dwelling or Lot, any such special assessment shall first be approved at a meeting of the Association Delegates by the affirmative votes of Association Delegates entitled to cast at least sixty-seven percent (67%) of all votes cast at a meeting called and held in accordance with the provisions of Section 5.05. The provisions of this Section 5.04 shall not limit the power of the Board, without such prior approval, to levy

assessments to reconstruct, replace or restore any portion of the Common Area. The Board shall segregate and maintain a special reserve account (the "Master Fund") to be used solely to make capital expenditures in connection with the Common Area. In addition, at the time the initial sale of each Dwelling is closed, the purchaser of the Dwelling shall pay to the Association an amount equal to two (2) months assessments to be deposited into an account (the "Master Reserve") to be applied and used for start-up costs and as a working capital fund in connection with the initial operation of Common Area and for future working capital needs.

**Section 5.05:            **Notice and Quorum****

Written notice of any meeting called for the purpose of authorizing any special assessments requiring approval pursuant to Section 5.04 hereof shall be sent to all Association Delegates not less than ten (10) days nor more than thirty (30) days in advance of the meeting. The presence in person or by proxy of Association Delegates entitled to cast at least twenty percent (20%) of all the votes shall constitute a quorum. For any other meeting of Association Delegates, the presence in person or by proxy of Association Delegates entitled to cast at least twenty percent (20%) of all the votes shall constitute a quorum.

**Section 5.06:            **Allocation of Assessments Among Members****

Both annual and special assessments shall be allocated among the Members by apportioning to each Member an amount equal to that proportion of the total assessment which the number of Unit Memberships held by such Member bears to the total number of Unit Memberships in the Association. Each Neighborhood Association shall be responsible for collecting on behalf of the Association all assessments due the Association from Members whose Dwellings or Lots are subject to assessment by such Neighborhood Association.

**Section 5.07:            **Payment of Assessments****

- (a) Assessments allocated under Section 5.06 hereof to Members shall be added to the assessment made or levied by a Neighborhood Association against each such Member for the common expenses and user charges as provided in the applicable Neighborhood Declaration. Each such Member shall pay the assessment levied by the Association directly to the Association and shall also pay to the Association any assessment levied by the Neighborhood Association as provided in the applicable Neighborhood Declaration. All funds so collected by the Association shall be held in trust for each Neighborhood Association without any deduction or set-off, provided that such payment shall not be deemed made to the Neighborhood Association by any Member until actually received by the Neighborhood Association from the Association.

- (b) Upon written demand of an Owner or a Mortgagee at any time, the Association shall furnish such Owner or Mortgagee a written dated certificate signed by an officer of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's Dwelling or Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments theretofore levied and not stated therein as unpaid.

**Section 5.08:            Nonpayment of Assessments**

- (a) Any installment of an assessment which is not paid to the Association when due shall be delinquent. The Association may bring an action against the Member personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action; and the Association may enforce and foreclose any lien it has or which may exist for its benefit.
- (b) No Member shall be relieved of personal liability for the assessments and for other amounts due as provided herein by nonuse of the Common Area or abandonment or transfer of ownership of his or her Dwelling or Lot, provided that upon transfer of ownership of a Dwelling or Lot, the transferor shall not be responsible for assessments accruing after the date of transfer.
- (c) The lien of the assessments provided for in Section 5.01 hereof shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the earlier of the date the holder of said mortgage takes possession of the Dwelling or Lot, accepts a conveyance of any interest in the Dwelling or Lot or has a receiver appointed in a suit to foreclose his or her lien. Such taking of possession, conveyance or appointment shall not relieve the holder of said mortgage from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. Except for the foregoing, the lien for assessments provided for in Section 5.01 shall not be affected by any sale or transfer of a Dwelling or Lot.

**Section 5.09:            Additional Assessment Provisions**

- (a) If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by



Association Delegates with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Association Delegates within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Association Delegates are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

- (b) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Association Delegate approval or the provisions of subsection (a) or (c) of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the Common Areas or any of the common facilities of the Property. "Emergency" also includes a danger to the life, health or safety of the membership.
- (c) Assessments for additions and alterations to the Common Areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total Association Delegates at a meeting called for that purpose.

**Section 5.10:           Itemized Accounting**

The Board shall provide all Members with a reasonably detailed summary of the receipts, Common Expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all Members an itemized accounting of the Common Expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and 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 or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

**ARTICLE VI**

**COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY**

All Owners shall maintain, occupy and use their Lots, Dwellings and the Common Area only in accordance with the terms of the Declaration and any additional rules and regulations adopted by the Board or by the Members.

The Board shall have full authority to enforce all such rules and regulations by taking all action as may be necessary.

## ARTICLE VII

### COMMITTEES

#### Section 7.01:        **Board Committees**

The Board, by resolution adopted by a majority of the directors in office, may designate one (1) or more committees, each of which shall consist of two (2) or more directors, and a majority of each such committee's members shall be directors; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual director, of any responsibility imposed upon it or him or her by law.

#### Section 7.02:        **Special Committees**

Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members, and the Board shall appoint the members thereof. Any member thereof may be removed whenever in the Board's judgment the best interests of the Association shall be served by such removal.

#### Section 7.03:        **Term**

Each member of the committee shall continue as such until the next annual meeting of the Board and until his or her successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

#### Section 7.04:        **Chairperson**

One (1) member of each committee shall be appointed chairperson.

#### Section 7.05:        **Vacancies**

Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

#### Section 7.06:        **Quorum**

Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the

act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

**Section 7.07:        Rules**

Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board.

**END OF TEXT OF BY-LAWS**

This instrument was prepared by:

KEAY & COSTELLO, P.C.  
128 South County Farm Road  
Wheaton, Illinois 60187

**Exhibit "C"**

**Legal Description of Common Area**

OUTLOTS A, B AND E IN KIPLING ESTATES UNIT 1, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

OUTLOT H IN KIPLING ESTATES UNIT 4, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2000025045.

OUTLOTS F AND G, BOTH IN KIPLING ESTATES UNIT 2, A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2000025046.

OUTLOT I IN KIPLING ESTATES UNIT 3, PHASE 1, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2000040180.

OUTLOTS K AND L, ALL IN KIPLING ESTATES UNIT 5, PHASE 1, A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHEAST QUARTER AND NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. R 2001 152084.

OUTLOT P IN KIPLING ESTATES UNIT 7, PHASE I, A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHEAST QUARTER AND NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. RECORDED ON JUNE 24, 2002 AS DOCUMENT NUMBER R2002103108.

LOT 241 IN KIPLING ESTATES UNIT EIGHT, PHASE ONE, BEING A SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2003-301119.

LOT 453 IN KIPLING ESTATES UNIT 8, PHASE 2, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP

35 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2005-088381.

## **Exhibit "D"**

### **Legal Description of Neighborhoods**

LOTS 1 THROUGH 19, BOTH INCLUSIVE, LOTS 43 THROUGH 54, BOTH INCLUSIVE, LOTS 292, 293, 294 AND 295 ALL IN KIPLING ESTATES UNIT 1, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

KIPLING ESTATES UNIT 8, PHASE 2, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2005-088381, EXCEPTING THEREFROM LOT 452 CONTAINED THEREIN.

## **Exhibit "E"**

### **Architectural Standards**

#### **1. Dwelling Quality and Style:**

No dwelling, house, garage or other structure may be constructed with the use of roll paper exterior siding or imitation brick or shingle siding of asphalt or granule composition. In addition, vinyl, brick, stone, aluminum and wood materials shall be used to conform to the natural setting. All materials used in the construction of any structure must be new, except that the material used for decorative purposes need not be new if approved in writing by the Architectural Review Committee.

The minimum roof overhang on each gable end shall be ten (10) inches, and the minimum roof pitch shall be 6.12. The exterior facade of each residence shall have multiple roof lines.

#### **2. Change of Color Style of Residence:**

No change in the exterior color or style of any residence shall be made unless either the changes are in accordance with the pre-approved list or after receiving written approval by the Architectural Review Committee. All exterior colors of each residence shall be of natural earth tones, tan, beige, cream, gray, black or white, or any reasonable combination thereof. The purpose of this clause is not to dictate what color a house should be, but rather to prohibit those colors or combinations of colors that the majority of homeowners would find offensive or inappropriate. For example, fluorescent colors, orange, pink, lavender and purple are expressly prohibited unless specifically approved by the Architectural Review Committee.

#### **3. Garages, Driveways and Public Sidewalks:**

All driveways shall be paved with asphalt or concrete, except St. Andrews Estates, in which driveways shall be brick pavers or concrete only. All driveway aprons shall be constructed in concrete in accordance with Village ordinances. No sideyard access driveways or other areas for vehicular use shall be erected and maintained on any lot. Entrances for each driveway shall be subject to approval by the Architectural Review Committee. Each lot shall contain one (1) enclosed attached garage with not less than four hundred (400) square feet therein (exterior dimensions shall have a minimum width and depth of nineteen feet six inches (19'6")). Adequate off-street parking spaces shall be provided by the owner of each individual lot to avoid any habitual use of the on-the-street parking. The driveway may be counted in computing such off-street parking.

Said driveway approach and driveway shall be paved in such manner as to prevent erosion. All plans and specifications for driveways, parking areas and pavement edging or markers must be approved in writing by the Architectural Review Committee prior to the start of construction.

**4. Exterior Lighting and Security Lights:**

Coach lights, driveway lights and security lights may be installed by each individual lot owner, subject to approval by the Architectural Review Committee to ensure they are not offensive to adjacent property owners.

**5. Temporary Structures:**

Temporary buildings or structures used in the construction of any dwelling shall be removed immediately upon the completion of such construction. No storage shed shall be permitted. Children's playhouses are permitted if their footprint is less than thirty-six (36) square feet in area and is not permanently attached to the ground (i.e., it is easily moved or disassembled).

**6. Swimming Pools:**

No swimming pools may be erected or installed, except for swimming pools of an "in ground" type and only if approved by the Architectural Review Committee.

**7. Upkeep and Repair:**

Every lot and structure on the lot shall at all times be kept in a state of good repair by the owner(s) or occupant(s) thereof. The owner of each lot will keep his or her lot mowed or shall pay for having it mowed. In the event construction of a Dwelling has not commenced within one (1) year after conveyance of title to a bona-fide purchaser, then the Owner shall install a public sidewalk adjacent to the Lot and a lawn covering the entire Lot.

**8. Landscaping:**

All lawns must be seeded or sod installed within one (1) season of the completion of the construction of said residence on any lot. All lots shall have a minimum of five (5) foundation landscaping plants. All purchasers of lots within said subdivision shall keep them mowed, and no lot shall have grass more than six (6) inches high. In the event any vacant lot remains in an un-mowed and unsightly condition for a period in excess of one (1) month, the Neighborhood Association reserves the right to have said lot mowed and to charge the owner of said lot for the mowing and for any legal expense incurred in the collection of



said indebtedness. Each lot shall contain one (1) parkway tree, except for lots in St. Andrews Estates, which shall contain two (2) parkway trees per lot.

9. **Plant Diseases or Noxious Insects:**

No plants, seed or other items harboring or breeding infectious conditions or diseases and/or noxious insects shall be introduced upon any lot.

10. **Burning Prohibited:**

No burning of refuse, leaves or yard waste shall be permitted at any time.

11. **Garbage and Refuse Disposal:**

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage or other waste shall be kept in sanitary containers and concealed from public view. Any equipment erected for the disposal of rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition.

No dumping of refuse, dirt or any other material in drainage ditches, drainage easements or drainage structures on any Lot shall be allowed.

12. **Easements:**

Each of said lots in said subdivision is subject to permanent easements for installation and maintenance of landscaping, pedestrian access, utilities and drainage facilities, and the same are reserved as shown, or otherwise noted, on the recorded plat, or other documents heretofore or hereafter recorded.

Within the drainage, landscaping, access or utility easements, any structure, building, planting or other material that is erected, planted or stored within said easements shall be subject to removal by the homeowner at the homeowner's expense should said structure, building, planting or other material interfere with the installation or maintenance of said drainage, landscaping, sidewalks or utilities. Within the drainage easements, no structure, building, planting or other material shall be erected, planted or started where the same may change the direction of flow in drainage channels of said easements. The easements in each lot shall be maintained by the owner of said lot except for such improvements installed and maintained by public authority or a public utility.

13. **Utilities:**

Any utility lines on the property shall be installed underground. Any construction undertaken by anyone shall be required to contact Julie to avoid interruption of services.