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**AMENDED AND RESTATED DECLARATION OF PARTY WALL RIGHTS,
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR CHESAPEAKE COMMONS**

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**AMENDED AND RESTATED DECLARATION OF PARTY WALL RIGHTS,
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR CHESAPEAKE COMMONS**

This document is recorded for the purpose of Amending and Restating the Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements for Chesapeake Commons, which was recorded as Document No. 90K14764 (hereinafter "the Original Declaration") in the Office of the Recorder of Deeds of Kane County, Illinois, and as subsequently amended.

This Declaration is adopted pursuant to the provisions of Section 1-60(a) of the Common Interest Community Association Act and approved by two-thirds (2/3) of the members of the Board of Directors (765 ILCS 160/1-60(a)). This Declaration shall become effective upon recording, in the Office of the Recorder of Deeds of Kane County, Illinois.

WHEREAS, the Board of Directors desires to amend and restate the Original Declaration;
and

WHEREAS, this Amended and Restated Declaration has been executed by the Board of Directors of the Association and with the approval of at least two-thirds (2/3) of the Board of Directors, in compliance with the Common Interest Community Association Act; and

NOW THEREFORE, the Original Declaration is hereby amended and restated in accordance with the text which follows:

**ARTICLE 1
DEFINITIONS**

Section 1.01. "Association" shall mean and refer to the Chesapeake Commons Homeowners Association, an Illinois not-for-profit corporation.

Section 1.02. "Real Estate" shall mean and refer to that certain real estate described in Exhibit "A".

Section 1.03. "Common Areas" shall mean all portions of the Real Estate except for the Townhouse Units (including those portions reserved for the exclusive use of certain Owners as hereinafter set forth). The Common Areas shall be for the common use and enjoyment of all Owners (except for those portions reserved for the exclusive use of certain Owners as hereinafter set forth), and such uses thereto by way of easement or other grant from the Declarant, the Association or others as may be granted to or by the Association for the common use and enjoyment of the Owners.

Section 1.04. "Townhouse Unit" shall mean one (1) of two hundred twenty-eight (228) residential housing units, and that portion of the Real Estate underneath it which extends to the vertical plane of the surface of the exterior walls, which Townhouse Unit may be attached to one or more other Townhouse Units by common party walls and which are designed or intended for the exclusive use as living quarters.

Section 1.05. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Townhouse Unit, including contract sellers, but excluding those having such interest merely as a mortgage.

Section 1.06. "Member" shall mean and refer to any person or entity who holds membership in the Association.

Section 1.07. "Declarant" shall mean and refer to Harris Bank St. Charles, solely as Trustee under the provisions of a Trust Agreement dated June 12, 1989 and known as Trust No. LT-2009.

Section 1.08. "Board" shall mean the Board of Directors of the Association as constituted at any time or from time to time, in accordance with the applicable provisions of Article III.

Section 1.09. "Board of Directors" shall mean the group of people elected by the members of the Association as the governing body to exercise for the members of the Association all powers, duties, and authority vested in the Board of Directors under the Common Interest Community Association Act and the Association's Declaration and By-Laws.

Section 1.10. "Occupant" shall mean any person or persons other than the Owner in possession of a Townhouse Unit.

Section 1.11. "By-Laws" shall mean the By-Laws of the Chesapeake Commons Homeowners Association.

Section 1.12. "Declaration" shall mean this Amended and Restated Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements for Chesapeake Commons.

Section 1.13. "Material Amendment" shall mean any amendment to the Declaration, By-Laws or the Association's Articles of Incorporation that would change any of the following in a manner other than as expressly provided herein: voting rights in the Association; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of the Common Areas; responsibility for the maintenance and repair of the Common Areas; allocation of interests in the Common Areas, or rights to use the Common Areas; boundaries of any Townhouse Unit; additions to or deletions from the Common Areas; expansion or contraction of the Development, or the addition, annexation or withdrawal of property from the Development; insurance or fidelity bonds; leasing of Townhouse Units; imposition of any restrictions on an Owner's right to sell or transfer his or her Townhouse Unit; requirements for the restoration or repair of the Development; or termination of the legal status of the Association or the Development following substantial destruction or condemnation.

Section 1.14. "Developer" shall mean Fox Development Group, Ltd., an Illinois corporation, its successors and assigns.

Section 1.15. "City" shall mean the City of Geneva, Illinois, its elected and appointed officials, officers, agents and employees.

Section 1.16. "Acceptable Technological Means" means includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.

Section 1.17. "Common Expenses" shall mean the proposed or actual expenses affecting the property, including reserves, if any, lawfully assessed by the Association.

Section 1.18. "Community Instruments" shall mean all documents and authorized amendments thereto recorded by the Developer or Association, including, but not limited to, the declaration, bylaws, plat of survey, and Rules and Regulations.

Section 1.19. "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.

Section 1.20. "Majority or Majority of the Unit Owners" shall mean the members of more than 50% in the aggregate in interest of the undivided ownership of the common areas. Any specified percentage of the members means such percentage in the aggregate in interest of such undivided ownership.

Section 1.21. "Majority or Majority of the Members of the Board" shall mean more than 50% of the total number of persons constituting the Board pursuant to the By-Laws. Any specified percentage of the members of the Association means that percentage of the total number of persons constituting the Board pursuant to the By-Laws.

Section 1.22. "Meeting of the Board or Board Meeting" shall mean any gathering of a quorum of the members of the Association held for the purpose of conducting Board business.

Section 1.23. "Membership" shall mean the collective group of members entitled to vote as defined by the community instruments.

Section 1.24. "Person" shall mean a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

Section 1.25. "Prescribed Delivery Method" shall mean 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 the community instruments.

Section 1.26. "Record" shall mean to record in the Office of the Recorder of Kane County.

Section 1.27. "Reserves" shall mean those sums paid by members which are separately maintained by the Association for purposes specified by the Declaration and By-Laws of the Association.

ARTICLE II **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Townhouse Unit, including a contract seller, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest in a Townhouse Unit merely as a mortgagee. Membership shall be appurtenant to and may not be separated from ownership of any Townhouse Unit. Ownership of a Townhouse Unit shall be the sole qualification of membership. Voting rights with regard to each Member are set forth in Article III hereof.

ARTICLE III **VOTING RIGHTS AND BOARD OF DIRECTORS**

Section 3.01. The Association shall have one class of voting membership. Members shall be all those Owners defined in Article II. Members shall be entitled to one vote for each Townhouse Unit in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Townhouse Unit, all such persons shall be Members. The vote for such Townhouse Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Townhouse Unit. All Members holding any interest in a single Townhouse Unit shall together be entitled to cast only one vote for the Townhouse Unit.

Section 3.02. The provisions of Section 3.01 hereof shall be mandatory. No Owner of any interest in any Townhouse Unit shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such Member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any Owner shall be of any force or effect for any purpose.

Section 3.03. The Association shall have a Board of five (5) Directors who shall be elected by the Members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by a two-thirds (2/3rds) vote of the remaining Board members until the next annual meeting of the membership or until Members 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 the membership holding twenty percent (20%) of the votes requesting such a meeting. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly otherwise provided by the Association's Articles of Incorporation, this Declaration or the By-Laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board from time to time and its officers under the direction of the Board, and shall not be subject to any requirement of approval on the part of its Members. The Articles of Incorporation and By-Laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

Section 3.04. The Association, being a not-for-profit corporation, shall not distribute to its Members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required for current expenditures or for such reserves, the next monthly assessments may, in the discretion of the Board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of or increase in such assessments when required, but such reinstatement or increase shall not be retroactive.

Section 3.05. Whenever possible, the Association shall perform its functions and carry out its duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the Board shall determine, which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the Board shall determine from time to time. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Development or any part thereof. The Association itself shall also have power to perform its functions and carry out its duties.

Section 3.06. The Association, through the resolutions of the Board, shall have the right to adopt rules and regulations governing the Townhouse Units and the Common Areas and the use thereof provided, however, that no rule or regulation shall conflict with the Declaration or any applicable laws, ordinances or codes.

Section 3.07. A copy of this Declaration, the By-Laws, and certain books and records may be inspected as provided by Section 1-30(i) of the Common Interest Community Association Act.

ARTICLE IV

PROVISIONS RELATING TO THE COMMON AREAS

Section 4.01. Every Owner shall have a right and easement in, over, upon and to the Common Areas for purposes of vehicular and pedestrian ingress and egress and use of the open spaces, the clubhouse, the swimming pool and other common facilities and the Common Areas shall be held for the use and benefit of each Owner, and such easement shall be appurtenant to and shall pass with the title to every Townhouse Unit subject to the following provisions:

- a) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by the Owners entitled to cast sixty-seven percent (67%) of the votes of the membership has been recorded, agreeing to such dedication or transfer.
- b) All decks and patios, if any, shall be a part of Common Areas and not a part of any Townhouse Unit; HOWEVER, each Owner shall be entitled to the exclusive use and possession of the deck and patio direct access to which is provided from his respective Townhouse Unit. Until such time as the Board determines to the contrary, each Owner shall be responsible for repair, maintenance and appearance

of the decks and patios at his own expense, including, without limitation, responsibility for breakage, damage, malfunction and ordinary wear and tear. An Owner shall not paint or otherwise decorate or adorn, or change the appearance of any such deck or patio, in any manner contrary to such rules and regulations as may be established by the Board.

- c) Each Owner shall be entitled to the exclusive use and possession of one (1) garage parking space and one (1) open parking space which was initially assigned by the Declarant and shall thereafter be automatically transferred to the grantee of the Townhouse Unit.
- d) The deck or patio and designated parking spaces shall be deemed to be limited Common Areas and the right to the exclusive use thereof is hereby declared and established for the benefit of each Owner to whom the same has been assigned by the Declarant. The limited Common Areas so designated shall not thereafter be separated from such Townhouse Unit. Each deed, lease or other mortgage or other instrument which affects title to the Townhouse Unit shall be deemed to include the exclusive use of the limited Common Areas even though not mentioned therein. Subject to the foregoing, the Board may prescribe such Rules and Regulations with respect to limited Common Areas as the Board may deem fit, including the right to make special allocations of expenses relative thereto or the requirement that Owners clean and maintain the same.
- e) All parking spaces which have not been specifically assigned to Owners shall remain available generally for the Owners or their guests and invitees, and no Owner shall have the exclusive use or right to use such unassigned parking spaces.

Section 4.02. There shall be as part of the Common Areas:

- a) a system of driveways and parking lots to provide for ingress and egress from public roads and the parking of motor vehicles;
- b) a system of pedestrian walks to provide for ingress and egress to the Townhouse Units;
- c) a clubhouse, swimming pool and other recreational facilities as may be established by the Association from time to time; and
- d) landscaped areas, benches and other open areas.

Section 4.03. An irrevocable license and easement has been granted to the City and police, fire, water, health and other authorized officials, employees and vehicles of the City, to go upon the Common Areas at any time and from time to time for the purpose of performance of official duties and for the purpose of enforcing this Declaration and all City ordinances, rules and regulations, and the statutes of the State of Illinois and the United States. In addition, duly designated officials and employees of the City are hereby granted an easement to enter upon, on

and over the Common Areas for purposes of maintaining, except as otherwise provided hereunder, any storm water detention area, drainage systems, storm and sanitary sewers, water mains, streets, sidewalks and any other utility or public service and to correct or eliminate nuisances or violations resulting from the failure to exercise maintenance responsibilities by any Owner or the Association. Except in the event of emergency situations, the City shall serve written notice upon the Association setting forth the manner in which the Association has failed to comply with its obligations under this Declaration. Said notice shall include a demand that such deficiency be cured within said thirty (30) days from the date such notice is received. If such deficiency has not been cured within said thirty (30) days or any extension thereof granted by the City, the City may exercise said easement by entering the Common Areas and performing such maintenance or repair. The Association shall reimburse the City for all expenses incurred by it in performing such maintenance or repair. Said easement shall be exercised only to the extent and for such period of time that the maintenance or repair is required to accomplish the purpose hereinabove mentioned. It is the intention of this Section 4.03 to provide that the obligation for maintenance and repair of those main utility lines which service the Development (water, storm sewer and sanitary sewer) shall be borne by the City and that the obligation for maintenance and repair of all other portions of the Common Areas, including those lines which service individual Townhouse Units (storm sewer, sanitary sewer and water) shall be borne by the Association. The City shall be under no obligation to exercise the rights herein granted except as it shall determine to be in its best interest. No failure to exercise any right herein granted to the City shall be construed as a waiver of that or any other rights.

Section 4.04. Any Owner may delegate, in accordance with the By-Laws, his right of ingress and egress to the Common Areas to the members of his family, Occupants, guests, invitees, or contract purchasers who reside in a Townhouse Unit.

Section 4.05. The Declarant conveyed fee simply title to the Common Area to the Association. Declarant reserved a perpetual and non-exclusive easement for egress and ingress in, to and from each Townhouse Unit which it granted to each Townhouse Unit upon conveyance.

Section 4.06.

- a) The Association shall have the right and duty to build, repair and maintain the Common Areas.
- b) The Association shall have the right of ingress and egress over and upon the Common Areas for any and all purposes in connection with the use, maintenance, construction, operation, repair and reconstruction of the Common Areas.
- c) The Association, through resolutions of the Board, shall have the right to adopt rules and regulations governing the use, maintenance and administration of the Common Areas and for the health, comfort, safety and general welfare of persons using the Common Areas.

Section 4.07. Notwithstanding any provisions herein to the contrary, the easements herein created shall be subject to easements of record on the date hereof, including those easements

granted on the Plats of Subdivision recorded in the Office of the Recorder of Deeds of Kane County, Illinois and any easements which may hereafter be granted by the Association to any public utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water mains and pipes, or any other utility services serving any Townhouse Unit and to any provider of cable television service.

Section 4.08. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Areas, to or for any public use or purpose whatsoever.

Section 4.09. Easements for serving the Common Areas and other properties with public utilities and municipal services are hereby granted to Commonwealth Edison Company, Northern Illinois Gas Company, Illinois Bell Telephone Company, the City, and all other suppliers of utilities serving the Common Areas and the respective successors and assigns, jointly and severally to install, lay, construct, renew, operate, maintain or remove, from time to time, conduits, cables, pipes, wire transformers, switching apparatus and other facilities and appurtenances used in connection with serving the Common Areas and adjacent property with telephone communications, electric, sewer, gas, water, drainage, cable television, or other municipal services, upon, across and under the Common Areas; provided, however, that all such public utilities shall be installed underground. Notwithstanding any code or ordinance provisions which may provide otherwise, no public utility shall be installed over the ground and nothing herein shall be deemed or construed as permitting over the ground utilities.

Section 4.10. All areas of and facilities upon the Common Areas, including, but not limited to, the clubhouse, swimming pool, garages, any detention areas, all open space, all driveways, parking areas, pedestrian walks and all landscaping shall be maintained by the Association in such a manner as to ensure the proper use and functioning of such areas as facilities as originally designated and/or constructed.

Section 4.11. Any open space which is required to be dedicated to the Geneva Park District shall be a passive area and shall not be maintained by either the Association or the Geneva Park District as an active recreation area.

ARTICLE V

MAINTENANCE OF TOWNHOUSE LIMITS AND THE COMMON AREAS

Section 5.01. The Association shall determine the need for and may carry out or cause to be performed all maintenance and repair to the exteriors of the Townhouse Units including, without limitation, exteriors, roofs, foundations, siding and trim, gutters and downspouts, fences, if any, porches, patio areas and wooden decks located on or serving a Townhouse Unit made necessary and desirable in the sole discretion of the Association as a result of natural or ordinary wear and deterioration. The Association shall, in addition, determine the need for and shall carry out or cause to be performed all such maintenance and repair of all gas, telephone and electrical lines incorporated in and forming a part of the Townhouse Units as originally constructed that service more than one Townhouse Unit, shall maintain and repair all water, storm sewer and sanitary lines which service only one Townhouse Unit and such maintenance and repair shall not

include the maintenance or repair of any furnaces, water heaters, stoves, refrigerators, washing machines or household appliances, sump pumps, glass surfaces, windows and patio doors, doors, electrical fixtures, air conditions and compressors, or any other portion of said unit which services only one Townhouse Unit or the interior of any Townhouse Unit or portion thereof. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Townhouse Unit is subject. The Association shall, in addition, be responsible for the proper maintenance of all landscaping located on the Common Areas including, but not limited to, mowing the grass areas and the proper maintenance of all access roads and streets including the snowplowing of all sidewalks, parking areas and driveways located within the Common Areas and the storage of such snow on the Common Areas. The Association shall be responsible for the maintenance and repair of the exterior and interior of the parking garages, clubhouse and swimming pool, including but not limited to the foundations, floors, walls, ceilings, roofs, utility lines, plumbing, heating, cooling and lighting fixtures, and any furniture, equipment and decorating. The obligations of the Association as contained in this Section 5.01 shall be limited, however, to the extent that there are funds available in the Association's account from the assessments collected pursuant to Article VI hereof. The Association shall have the right to assess each and every Owner for any costs incurred in connection with the maintenance and repair of the patio areas and/or wooden decks. The Association shall be responsible for the maintenance and repair of any underground sprinkling system located in the Development.

Section 5.02. The Association shall pay, as agent and on behalf of the Owners and out of the funds furnished to it by them for such purpose, all tax and other governmental impositions, utility bills and insurance premiums levied upon the Common Areas or any part thereof.

Section 5.03. Each Owner shall have the obligation to maintain in good condition and repair his glass surfaces, windows, front entry doors, and electrical fixtures. Upon the failure of any Owner to maintain those areas that are not the maintenance responsibility of the Association, the Association, through its agents and employees, is hereby granted the right to enter into the Townhouse Unit thereon and make such reasonable repairs, maintenance, rehabilitation or restoration of the premises as may be necessary, and the costs thereof shall become a lien upon the Townhouse Unit in the same manner as provided in Article VI hereof for nonpayment of maintenance assessments.

Section 5.04. There shall be no open trash or open refuse stored in any part of the Common Areas.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.01. The Declarant, for each Townhouse Unit owned within the Development, covenanted, and each Owner of any Townhouse Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments to be fixed, established and collected from time to time as hereinafter provided; and (b) separate assessments to be fixed, established and collected

from time to time as hereinafter provided. The annual and separate assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Townhouse Unit against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Townhouse Unit at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 6.02. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Development and in particular for the improvement and maintenance of the Development, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and of the Townhouse Units. Such uses shall include, but are not limited to, the cost to the Association of all taxes, insurance, repair, replacement and maintenance of the Common Areas and of the maintenance of the exteriors of the Townhouse Units (except as otherwise provided herein) as may be from time to time authorized by the Board, and other facilities and activities including, but not limited to, caring for the grounds, landscaping, clubhouse, swimming pool, garages, parking areas and driveways, equipment, storm water management system, street lighting, if any, subdivision signage at the entrance to the Development in accordance with applicable City code, all sanitary and storm sewer and water lines which service individual Townhouse Units, structures and appurtenances (other than facilities and activities maintained by any governmental authority or utility company), and other charges required by this Declaration or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve fund for repair, maintenance, replacements, taxes and other charges as specified herein. In addition, water, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners shall be paid for by the Association from the assessments levied hereunder. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

Section 6.03. The Board shall be authorized to fix the annual assessment in an amount sufficient to meet the costs and expenses as contained in Section 6.02 hereof. Each Member shall receive through a prescribed delivery method, at least thirty (30) days but not more than sixty (60) days prior to the adopting by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. 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 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Members with 20% of the votes of the Association delivered to the Board within fourteen (14) days of the Board's action, shall call a meeting of the Members 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 members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified. A separate assessment for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or challenge as stated above. 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 Association. "Emergency" also includes a danger to the life, health, or safety of the membership.

Section 6.04. In addition to the annual assessments authorized above, the Association may levy in any assessment year a separate assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, maintenance or replacement (including those items of maintenance and repair set forth in Section 5.01 hereof) of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, if any.

Section 6.05. Both annual and separate assessments must be fixed at a uniform rate for all Townhouse Units, except as otherwise provided herein, and shall be collected on a monthly basis or as otherwise directed by the Association.

Section 6.06. The Board shall fix the amount of the annual assessment against each Townhouse Unit 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. 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 first day of the month following conveyance of title to him. This payment shall be in addition to the prorated portion of the monthly assessment which the Owner shall pay as of the date title to his Townhouse Unit 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 Townhouse Unit have been paid and, if not paid, the amount of any such deficiency. Such certificates shall be conclusive evidence of payment of any assessment therein.

Section 6.07. Any assessments which are not paid when due shall be delinquent. Such assessments, interest and all costs of collection shall be a continuing lien upon the Townhouse Unit against which each such assessment was made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a rate equal to four percentage points over the prime rate announced from time to time by The First National Bank of Chicago, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the respective Townhouse Unit and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Townhouse Unit, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a foreclosure of a mortgage or deed of trust lien on real property or the pursuit of an eviction action.

Section 6.08. To the extent provided by law, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Townhouse Units and recorded prior to the due date of the delinquent assessment, provided, however, that such prior recorded mortgage shall be subject to the lien of all unpaid assessments with respect to such

Townhouse Unit which became due and payable subsequent to the date the holder of said mortgage takes possession of the Townhouse Unit, accepts a conveyance of any interest in the Townhouse Unit or has a receiver appointed in a suit to foreclose his lien. The lien of the assessment shall not be affected by the sale or transfer of the corresponding Townhouse Unit unless the sale or transfer is pursuant to the foreclosure of the first mortgage thereon. In such a case, the transfer of title pursuant to the foreclosure shall extinguish the lien. However, neither the personal obligation of the transferor, if any, nor the resulting pro rata share of the burden of such non-payment or non-enforcement, imposed through a subsequent assessment, shall be affected.

ARTICLE VII **INSURANCE**

Section 7.01.

- a) The Association shall be responsible for procuring and maintaining comprehensive public liability insurance, including liability for injuries to and death of persons in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring the Association from liability in connection with the ownership and/or use of the Common Areas. The Association shall be further responsible for maintaining such policies of insurance for the Common Areas against loss or damage by fire and such other hazards contained in a customary "all risk" policy provided that such policies shall (i) provide that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to the Association and all mortgagees of record of the Common Areas; (ii) provide that all mortgagees of record of the Common Areas shall have the right to pay overdue insurance premiums and to obtain new coverage in the event the existing insurance policy lapses; (iii) provide for coverage in the amount of one hundred per cent (100%) of current full replacement value; and (iv) contain standard mortgage clause endorsements in favor of the mortgagee(s) of the Common Areas, as their respective interests may appear.

Replacement cost shall be determined annually by an independent appraiser or by a method acceptable to the insurance company providing such coverage. The liability policy shall also name as insureds the Association's agents, officers, employees and each Owner.

- b) The Association shall be responsible for procuring and maintaining a fidelity bond insuring the Association, the Board and the Owners against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management agent or of any other person handling the funds of the Association, the Board or the Owners for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be cancelled for non-

payment of any premiums or otherwise substantially modified without thirty (30) days prior written notice to the Association.

- c) The Association may also obtain such other kinds of insurance as the Association shall from time to time deem prudent in such amounts as the Association shall deem desirable including, but not limited to the following: earthquake and flood risk, directors' and officers' liability; worker's compensation and employer liability, and non-owned or hired automobile insurance.

Section 7.02. Each Owner shall procure and maintain in full force at all times insurance covering his Townhouse Unit consisting of, or providing all the protections afforded by, the insurance now generally described in an "all risk" policy to one hundred per cent (100%) of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation, less a deductible amount of no more than One Thousand Dollars (\$1,000.00) and naming the Association as an additional insured on each policy. Such insurance shall be written by companies reasonably acceptable to the Association. A certificate of insurance evidencing such coverage shall be furnished to the Association and new certificates evidencing the renewal of each expiring policy of insurance shall be furnished to the Association in each case at least ten (10) days prior to the expiration date of the expiring insurance. In the event a Townhouse Unit or any portion thereof shall be damaged or destroyed by fire or other casualty and the Owner thereof shall cause it to be repaired, restored or reconstructed, as the case may be, the repairs, restoration or reconstruction shall be in the same architectural style and design as was originally constructed and shall conform in all respects to all applicable laws or ordinances in force at the time of such repair, restoration or reconstruction. In the event of the total or substantial destruction of all of the Townhouse Units, the architectural design of the Townhouse Units to be rebuilt and the materials to be used in constructing the same shall be agreed upon among the Owners thereof, and in the absence of agreement, the rebuilt Townhouse Units shall be substantially similar in architectural design as the original Townhouse Units and shall be constructed of comparable materials and quality of construction.

Section 7.03. Upon the failure of any Owner to procure and maintain the insurance required in Section 7.02 hereof or, in the event the Board, in its sole discretion, determines that the Townhouse Unit is underinsured, the Board shall have the authority to procure such insurance and/or additional insurance, as the case may be, and the costs thereof shall become a lien upon the Townhouse Units in the same manner as provided in Article VI hereof for nonpayment of maintenance assessments.

Section 7.04. All repair, restoration or rebuilding pursuant to the provisions of this Article VII shall be carried out under such supervision and direction as the Board shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the Owner or Owners of each Townhouse Unit which shall have been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of, the Association in connection therewith.

Section 7.05. In the event of such damage or destruction of a Townhouse Unit, the holder of the mortgage encumbering said Townhouse Unit shall cause the proceeds of any insurance

required pursuant to Section 7.02 hereof to be utilized in restoring the Townhouse Unit pursuant to the terms of this Article.

Section 7.06. In any case in which the Owner or Owners concerned shall fail to carry out and see to the repair, restoration or rebuilding required by the provisions of this Article VII, the Association shall cause such repairs or rebuilding to be furnished, provided and installed, in the same manner as set forth in Section 7.03 hereof, provided, however, that to the extent the insurance proceeds referred to in Section 7.02 are insufficient as to any Townhouse Unit, the particular Owner shall be responsible to the Association for such deficiency, and the Association shall have, and is hereby granted, a continuing lien on the Townhouse Unit for which any such repairs or rebuilding are furnished by the Association in the aggregate amount of (a) the amount that cost thereof exceeds insurance proceeds; (b) interest at a rate equal to four percentage points above the prime rate charged by The First National Bank of Chicago from time to time from the date of the Association's payment of such costs; and (c) reasonable attorneys' fees any court or other costs incurred by the Association in connection therewith, which lien shall bind such Townhouse Unit in the hands of such Owner, his heirs, devisees, personal representatives, grantees and assigns. In the event such Owner does not forthwith fully repay the Association therefore, as aforesaid, such lien shall be foreclosed against the Townhouse Unit by the Association in the same manner as hereinafter provided in connection with unpaid assessments. The Association's lien in this Section 7.06 provided for shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Townhouse Unit.

Section 7.07. In the event of any damage or destruction to the exterior portion of a Townhouse Unit and the loss is covered by policies of insurance, the Board shall have the authority to settle and adjust any claim under such policies without the consent of the respective Owner.

ARTICLE VIII **INTERIM PROCEDURE**

Section 8.01. Intentionally omitted.

ARTICLE IX **RESTRICTIONS RELATING TO PROPERTY**

Section 9.01.

- a) The Owners shall comply with all ordinances of the City in connection with the use of any Townhouse Unit.
- b) All buildings or structures in the Development shall be of new construction.

Section 9.02. Each Townhouse Unit conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

Section 9.03. The Townhouse Units shall be used only for residential purposes, as a private residence, and no professional business or commercial use shall be made of the same, or any portion thereto, and no resident's use of a Townhouse Unit shall endanger the health or disturb the reasonable enjoyment of any other Owner or resident, except that the Townhouse Units restrictions contained in this Section shall not be construed in such a manner as to prohibit any Owner from (a) maintaining his personal professional library therein; (b) keeping his personal, business or professional records or accounts therein; or (c) handling his personal, business or professional telephone calls or correspondence therefrom.

Section 9.04. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used as a residence at any time, either temporarily or permanently.

Section 9.05. No advertising sign [except one "For Rent" or "For Sale" sign of not more than five (5) square feet per Townhouse Unit], billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Townhouse Unit. Any such sign shall be in compliance with all applicable City ordinances.

Section 9.06. No animals, livestock or poultry of any kind shall be raised, bred, or kept at the Development, except dogs, cats or other common household pets [not to exceed a total of two (2) pets] may be kept in a Townhouse Unit, provided, that they are not kept, bred or maintained for any commercial purposes and are in compliance with all applicable rules and regulations promulgated by the Association.

Section 9.07. All rubbish, trash or garbage shall be kept so is not to be seen from neighboring Townhouse Units and streets, and shall be regularly removed from the Development, and shall not be allowed to accumulate thereon.

Section 9.08. Drying of clothes shall be confined to the interior of the Townhouse.

Section 9.09. Without prior written authorization of the Board or except as permitted by the Federal Communications Commission Over-the-Air Reception Devices Rule, no television, radio or ham radio antennas, or satellite dishes of any sort shall be placed, allowed or maintained on the exterior of any Townhouse Unit or any portion of the Common Areas, nor upon any structure situated in the Development.

Section 9.10. An Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other properties or their owners.

Section 9.11. There shall be no change in any exterior color of any Townhouse Unit from the color scheme selected by the Owner upon the initial conveyance of the Townhouse Unit from the Declarant without the prior written approval of the Association. Any exterior storm doors shall be constructed of full view glass except for the frame with kickplate which shall have a white finish.

Section 9.12. There shall be no fences, screened porches, patios, decks or similar improvements commenced, erected, or maintained within the Development, other than those constructed by the Developer, if any, without the prior written approval of the Association and the issuance of any appropriate permit from the City and in any case, no such improvement shall encroach upon any portion of the Common Areas, except as otherwise allowed hereunder.

Section 9.13. No nuisance, noxious or offensive activity shall be carried out on the Development nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants.

Section 9.14. The Development is hereby declared to be subject to an easement and a right to and in favor of the Association and each and all of its employees, agents and instrumentalities for reasonable inspection of the exterior of the Townhouse Units from time to time and for the purpose of carrying out any and all of the obligations and functions with respect to such Townhouse Unit as are herein imposed upon or permitted to the Association.

Section 9.15. The Board may adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Areas as the Board, in its sole discretion, deems appropriate or necessary.

Section 9.16. Subject to applicable City ordinances, parking areas and driveways shall be used for parking operable automobiles and private vans only and shall not be used for campers, recreational vehicles, trucks, buses, motorcycles, trailers, commercial vans, snowmobiles, boats or for any other purpose. The Board may authorize such vehicles parked in violation of this provision to be towed away and any such towing charge shall become a lien upon the Townhouse Unit of the owner of the vehicle in the same manner as provided in Article VI hereof for nonpayment of maintenance assessments.

Section 9.17. The Common Areas are hereby subjected to a permanent easement appurtenant to any adjoining portion of the Common Areas to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining portion of the Common Areas, including roof structures which overhang and encroach upon a Townhouse Unit or the Common Areas, provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to maintain, repair and restore any improvements located on the dominant tenement, provided, however, that such entry shall be allowed only during daylight hours and with the prior knowledge of the owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvement, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this Section 9.17. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement, notwithstanding any lapse of time since such improvements, material or other obstacle was placed in or over the easement area.

Section 9.18. No building, wall or other structure or landscaping shall be commenced, erected or maintained in the Development except such as are installed or approved by the Declarant in connection with the initial construction of the Townhouse Units, nor shall any exterior addition to or change or alteration or, in the event of a casualty loss, any restoration made to the exterior portion of any Townhouse Unit, therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same, and the grading plan and landscape plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board or by an architectural committee of three (3) or more persons appointed by the Board. In the event the Board, or its architectural committee, fails to approve or disapprove such design and location within forty (40) days after said plans and specifications have been submitted to it, or in the event no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Section 9.18 will be deemed to have been fully complied with. The Board or its architectural committee shall, in addition, have the right to approve the general contractor responsible for performing the work in connection with the restoration of the exterior portion of any Townhouse Unit in the same manner as approval of plans and specifications is obtained. Any work performed in accordance with this Section 9.18 shall not be undertaken without the issuance of any appropriate permit by the City.

Section 9.19. No Owner shall be allowed to utilize that portion of the Common Area upon which any retention basins are located. No fishing, boating, swimming or any other recreational use of any retention basins shall be allowed.

Section 9.20. Window air conditioning units are prohibited.

ARTICLE X **PARTY WALLS**

Section 10.01. All walls which serve two or more Townhouse Units, shall at all times be considered party walls, and each of the owners of Townhouse Units upon which any such party wall shall stand shall have the right to use said party wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of said Townhouse Units and for the support of any building constructed to replace the same, and shall have the right to maintain in or on said wall any pipes, ducts or conduits originally located therein or thereon subject to the restrictions hereinafter contained.

Section 10.02. No Owner of any Townhouse Unit nor any successor in interest to any such Owner shall have the right to extend said party wall in any manner, either in length, height or thickness.

Section 10.03. In the event of damage to or destruction by fire or other casualty of any party wall, including the foundation thereof, the Owner of any Townhouse Unit upon which such party wall may rest shall have the obligation to repair or rebuild such wall and the Owner of each Townhouse Unit upon which such wall shall rest, be served or benefited by shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time, in a workmanlike manner with materials comparable to those used in the original

wall and shall conform in all respects to the laws or ordinances regulating the construction of building in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

Section 10.04. The foregoing provision of this Article notwithstanding, the Owner of any Townhouse Unit, or other interested party, shall retain the right to receive a larger contribution from another or others under any rule or law regarding liability for negligent or willful acts or omissions. The right of any Owner, or other interested party, to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's or other person's successors in title.

Section 10.05. The title of each Owner to the portion of each party wall within such Townhouse Unit is subject to a cross easement in favor of the adjoining Owner for joint use of said wall.

ARTICLE XI **ADDITIONAL REAL ESTATE**

Section 11.01. Intentionally omitted.

ARTICLE XII **MISCELLANEOUS**

Section 12.01. The Association, the City or any Owner, their successors or assigns, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any Owner found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorneys' fees incurred by the Association in prosecuting such action. The amount of such attorneys' fees together with court costs, if unpaid, shall constitute an additional lien against the defaulting Owner's Townhouse Unit, enforceable as other liens herein established. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so with the enforcement of any provisions hereunder, the violation of which shall also be considered a violation of any applicable City ordinance.

Section 12.02. Invalidation of any of these covenants or restrictions by judgment or order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12.03. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the City, the Owner of any Townhouse Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinafter set forth. The covenants and restrictions of this Declaration may be amended during the first fifty (50) year period or within any successive ten

(10) year period by an instrument signed by those Members entitled to cast seventy-five per cent (75%) of the total votes and as provided in Article III, Section 3.01 hereof and then properly recorded. These covenants and restrictions may also be cancelled or amended by an instrument signed by sixty percent (60%) of Owners executed and recorded within ninety (90) days of the expiration of any successive ten (10) year period, such cancellation or amendment to be effective on the date of commencement of the ten (10) year period in question. Any instrument executed pursuant to the provision contained in this Section shall be filed for record in the Office of the Recorder of Deeds of Kane County, Illinois, and a true, complete copy of such instrument shall be transmitted to each Owner promptly.

Section 12.04. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities; (b) the rule restricting restraints on alienation; or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of George W. Bush, former President of the United States living at the date of this Declaration.

Section 12.05. Any notices required under the provisions of this Declaration to be sent to any Member or Owner shall be deemed to have been properly sent when mailed, postage prepaid, or sent through a prescribed delivery method to the last known address of such Member or Owner as it appears on the records of the Association at the time of such mailing.

Section 12.06. If at any time or times the Board shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Office of the Recorder of Deeds of Kane County, Illinois, in order to avoid the expiration hereof or of any of the covenants, easements, agreements or other provisions herein contained under any of the provisions of Chapter 83 of the Illinois Revised Statutes presently in force commonly known as the Marketable Title Act, or any other law or statute of similar purport, they shall submit the matter to a meeting of the Members called upon not less than ten (10) days' notice, and unless at such meeting at least two-thirds (2/3) of Members shall vote against such rerecording, the Association shall have, and is hereby granted, power to so rerecord this Declaration or such part thereof, and such rerecording shall be binding upon all Owners in every way and with all the full force and effect as though such action were taken by each of said Owners and rerecorded document executed and acknowledged by each of them.

Section 12.07. All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon the Declarant and each subsequent holder of any interest in any portion of the Development and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Development or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants

to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 12.08. In amplification of and in addition to the provisions contained in Article VI, Section 6.07, in the event of any default of any Owner, the Association, all other Owners and the City may and shall have all rights and remedies as shall otherwise be provided or permitted by law or in equity.

Section 12.09. In the event that any part of any Townhouse Unit encroaches or shall hereafter encroach upon any part of any other Townhouse Unit or the Common Areas, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Townhouse Unit of another Owner or if it occurred due to the willful conduct of any Owner.

Section 12.10. Any aggrieved Owner may enforce the provisions of this Declaration, the By-Laws, or any rules and regulations promulgated by the Board, by an action at law or in equity against the defaulting Owner or occupant of his Townhouse Unit.

Section 12.11. Notwithstanding the foregoing provisions of this Declaration, rental or leasing of townhouse units is prohibited, except as hereinafter provided. Violation of this section will result in the removal of lessees of renters from a townhouse unit subject to Declaration and By-laws and the Eviction Act, as modified.

- a. An existing owner or contract purchaser, as of August 28, 2002, may lease his or her unit so long as the record owner continues to own the unit and otherwise is in full compliance with the terms of this Declaration and its By-Laws. Upon the sale, assignment or transfer of a unit, for any reason, this exception to the no rental provision is terminated and no additional rentals are allowed.
- b. Every allowed lease for the townhouse unit shall be in writing and shall be made expressly subject to the requirements, rights, covenants, conditions, restrictions and easements of this Declaration and of the By-laws.

Section 12.12. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class cooperative housing development.

Section 12.13. If all or any part of the Common Areas shall be taken through condemnation proceedings by any governmental authority having power to do so, the net proceeds of such taking shall be paid to and retained by the then owner of the Common Areas. If any part of one or more Townhouse Units shall be taken by one or more concurrent condemnation proceedings, the entire net proceeds of such holdings or takings shall be divided equitably among, and retained by, the Owners of the Townhouse Units wholly or partially taken in such condemnation proceedings, subject to the rights of the holders of first mortgage liens on the Townhouse Units.

AMENDED AND RESTATED BY-LAWS OF
CHESAPEAKE COMMONS HOMEOWNERS ASSOCIATION

ARTICLE I
PURPOSES AND POWERS

The Association shall be responsible for the general management and supervision of the Real Estate 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 Illinois Common Interest Community Association Act and 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

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.

2.02. Principal Office. The principal office of the Association shall be maintained in Kane County, Illinois.

ARTICLE III
MEMBERSHIP

3.01. Voting Members. Every person or entity who is a record Owner of a fee or undivided fee interest in any Townhouse Unit shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Townhouse Unit. Ownership of such Townhouse Unit shall be the sole qualification of membership.

3.02. Membership. The Association shall have one class of voting membership. Members shall be all those Owners as defined in Section 3.01. A Members shall be entitled to one (1) vote for each Townhouse Unit in which they hold the interest required for membership by Section 3.01. When more than one person holds such interest in any Townhouse Unit, all such persons shall be Members and the vote for such Townhouse Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Townhouse Unit.

3.03. Meetings.

a) Quorum and Procedure. Meetings of the Members shall be held at the principal office of the Association or at such other place in Kane County, Illinois as may be

designated in any notice of a meeting. The presence at any meeting, in person, by proxy or by Association-issued ballot, of twenty percent (20%) of the total votes determined pursuant to Section 3.02 above shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

- b) Annual Meeting. There shall be an annual meeting of the Members on such date and at such reasonable time as may be designated by written notice of the Board delivered to the Owners not less than ten (10), nor more than thirty (30) days prior to the date fixed for said meeting
- c) Special Meetings. Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all or some of the Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, the Board or by the Members having not less than twenty percent (20%) of the total votes, and delivered not less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.04. Notices of Meetings. Notices of meetings required to be given herein may be delivered through a prescribed delivery method to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Townhouse Unit of that Owner with respect which such voting right appertains, if no address has been given to the Board. The notices required herein shall state the specific purpose of the nature of the business for which the meeting is called. No business may be transacted at any meeting other than that specified in the notice.

3.05. Voting. At any meeting of Members, a Member entitled to vote may vote in person, by Association-issued ballot, or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE IV

BOARD OF DIRECTORS

4.01. Board of Directors. The direction and administration of the Real Estate in accordance with the provisions of the Declaration shall be vested in the Board of Directors, consisting of five (5) persons who shall be elected in the manner hereinafter provided. The Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the number and term of the office of the Board members at any annual meeting, provided that such number shall not be less than five (5), and that the terms of at least two-fifths (2/5) of the persons on the Board shall expire annually. Each member of the Board shall be one of the Owners;

provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board.

4.02. Determination of Board to be Binding. All matters of dispute or disagreement between Owners or with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners.

4.03. Election of Board Members. At all annual meetings of the Members, there shall be elected a Board of Directors. In all elections for members of the Board of Directors, each Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Five (5) Board members were be elected at the initial meeting. The three (3) persons receiving the highest number of votes at the first annual meeting were elected to the Board for a term of two (2) years and the two (2) persons receiving the next highest number of votes were elected to the Board for a term of one (1) year. Successors shall be elected for a term of two (2) years each.

4.04. 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. In addition, any director may be reimbursed for reasonable expenses incurred in the performance of his duties.

4.05. Vacancies in the Board. If there is a vacancy on the Board, the remaining members of the Board may fill the vacancy by a two-thirds (2/3rds) vote of the remaining board members until the next annual meeting of the membership or until members 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 the membership holding twenty percent (20%) of the votes requesting such a meeting

4.06. 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 and 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. During their term, Officers shall be entitled to compensation at a monthly rate equal to the monthly assessment.

4.07. Removal of Board Members. Any Board Member may be removed from the office by an affirmative vote of the members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose of the manner aforesaid. Any Board Member who fails to attend any two (2) scheduled or special meetings in a twelve (12) month period shall automatically be removed as a Board Member without further action. A successor to fill the unexpired term of

a Board Member removed may be elected by the members at the same meeting or at a subsequent meeting called for that purpose.

4.08. Meetings of Board. Meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided that not less than four such meetings shall be held during each fiscal year. The Board shall give the members notice of all Board meetings at least 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, or other conspicuous places in the Common Areas. The Board shall give members notice of any Board meeting, through a prescribed delivery method, concerning the adoption of (a) the proposed annual budget, (b) regular assessments, or (c) a separate or special assessment within 10 to 60 days prior to the meeting, unless otherwise provided in Section 1-45 (a) or any other provision of the Illinois Common Interest Community Association Act. Meetings of the Board shall be open to any unit owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting (1) to discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the common interest community association finds that such an action is probable or imminent, (2) 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, or (3) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (4) to discuss violations of rules and regulations of the association, (5) to discuss a member's or unit owner's unpaid share of common expenses, or (6) 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.

4.09. 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.

4.10. Contracts. The Board may not enter into a contract with a *current* Board member or with a corporation or partnership in which the Board member has 25% or more interest, unless (i) a notice of the Board's intent to enter the contract is given to all unit owners within twenty (20) days after the Board's decision is made to enter into the contract: and (ii) the unit owners are given an opportunity to file a petition (which must be signed by 20% of the unit owners) for an election to approve or disapprove the contract. The petition must be filed within twenty (20) days after the Board's notice of intent is issued and the election must be held within thirty (30) days after the filing of the petition. For purposes of this subsection, a board member's immediate family means the board member's spouse, parents, siblings, and children.

ARTICLE V
POWERS OF THE BOARD

5.01. 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 Real Estate and the Common Areas;
- c) Subject to Section 5.02 b) below, to engage the services of a manager or managing agent who shall manage and operate the Real Estate and the Common Areas;
- d) To formulate policies for the Administration, management and operation of the Real Estate and the Common Areas;
- e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Real Estate and the Common Areas, and to amend such rules and regulations from time to time;
- f) To provide for the maintenance, repair and replacement of lawns, landscaped areas, Common Areas and the exterior portions of the Townhouse Units, to the extent not maintained by the Owners thereof, 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 laws and landscaped areas and the exterior portions of the Townhouse Units to the extent not maintained by the Owners thereof 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 Townhouse Units their respective shares of such estimated expenses, as hereinafter provided;
- i) To exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by the Articles of Incorporation, the Declaration or these By-Laws.

5.02. 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 Real Estate, 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 Real Estate 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 Real Estate to the extent deemed advisable by the Board. Any management fees incurred pursuant to this Section 5.02 b) shall be paid from the assessments collected pursuant to Article VI hereof.
- c) Not-For-Profit. 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.

5.03. 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 mistakes 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 proportionate share of the total liability thereunder.

ARTICLE VI
ASSESSMENTS - MAINTENANCE FUND

6.01. Preparation of Estimated Budget. Each year, the Board will estimate the total amount necessary to pay the cost of wages, materials, taxes, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services authorized by the Board, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and each Member shall receive through a prescribed delivery method, at least 30 days but not more than 60 days prior to the adopting by the Board, a copy of the proposed annual budget ("Estimated Cash Requirement"), together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. The Estimated Cash Requirement shall be assessed equally among all of the Owners other than the Declarant as provided in Section 6.09 of the Declaration. 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 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Members with 20% of the votes of the Association delivered to the Board within 14 days of the

Board's action, shall call a meeting of the Members within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified. A separate assessment for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or challenge as stated above. 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 Association. "Emergency" also includes a danger to the life, health, or safety of the membership. On or before the first of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section 6.01. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves. The Board 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 specific Townhouse Unit have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein.

6.02. Extraordinary Expenditures. The Board shall build up and maintain a reasonable reserve for authorized capital expenditures, contingencies and replacements ("Extraordinary Expenditures") not originally included in the annual estimate. Extraordinary Expenditures which may become necessary during the year shall be charged first against such reserve. If such reserve proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a further assessment which shall be divided prorata among the remaining installments for such fiscal year and assessed equally among the Owners. The Board shall serve notice of further assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All such Owners shall be obligated to pay the adjusted monthly amount. The Board shall have the authority to transfer such funds into the operating account to fund any deficit in said account.

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

6.04. Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred. Books and records may be inspected as provided by Section 1-30(i) of the Common Interest Community Association Act. Upon ten (10) days' notice to the Board, any Owner shall be

furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6.05. Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust for the benefit, use and account of all the Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

6.06. Remedies for Failure to Pay Assessments. Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the due date at the prime rate announced from time to time by the First National Bank of Chicago, plus four per cent (4%), and the Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the Townhouse Unit, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Townhouse Unit of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Unless otherwise provided in the Declaration, the members of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid for the Townhouse Unit so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Any court shall be authorized to restrain the defaulting Owner from reacquiring his Townhouse Unit at such foreclosure sale. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed on the Townhouse Units, provided, however, that such prior recorded mortgage shall be subject to the lien of all unpaid assessments with respect to such Townhouse Unit which became due and payable subsequent to the date the holder of said mortgage takes possession of the Townhouse Unit, accepts a conveyance of any interest in the Townhouse Unit or as a receiver appointed in a suit to foreclose his lien.

6.07. Eviction Action. In addition to the rights and remedies set forth in Section 6.06, if any Owner shall default in the payment, when the same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after notice to said Owner by the Board, setting forth the amount of unpaid charges or assessments together with a demand for payment thereof, the Board shall have the right to declare said default and shall have the right, on behalf of the other Owners, to enter and take possession of the Townhouse Unit from said defaulting Owner, to put out the Owner, or any Occupant claiming by, through or under the Owner, using such reasonable force as the Board shall deem necessary under the circumstances and to exercise any of the rights and remedies set forth in the Eviction Act.

ARTICLE VII
COVENANTS AND RESTRICTIONS
AS TO USE AND OCCUPANCY

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

ARTICLE VIII
COMMITTEES

8.01. 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 one (1) or more directors. The 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 by law.

8.02. 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 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 President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in their judgment the best interests of the Association shall be served by such removal.

8.03. Term. Each member of the committee shall continue as such until the next annual meeting of the Board and until his 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.

8.04. Chairman. One (1) member of each committee shall be appointed chairman

8.05. 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.

8.06. 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.

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

ARTICLE IX
AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of the Members entitled to cast three-fourths (3/4) of the total votes.

ARTICLE X
INTERPRETATIONS

In the case of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XI
DEFINITION OF TERMS

The terms used in these By-Laws shall have the same definition as set forth in the Declaration to which these By-Laws are attached to the extent such terms are defined therein.

**EXHIBIT “A”
LEGAL DESCRIPTION
REAL ESTATE**

Lots 1, 2, 3, 4, 5, 6 and 7 in Unit No. 1 Chesapeake Commons Townhomes, Geneva, Kane County, Illinois;

Lots 8, 9, 10, 11, 12, 13 and 14 in Unit No. 2 Chesapeake Commons Townhomes, Geneva, Kane County, Illinois;

Lots 15, 16, 17, 18, 19 and 20 in Unit No. 3 Chesapeake Commons Townhomes, Geneva, Kane County, Illinois;

And

Lots 21, 22, 23, 24, 26, 27, 28 and 29 in Unit No. 4 Chesapeake Commons Townhomes, Geneva, Kane County, Illinois.

1350	Arlington Court	Geneva, IL 60134	12-01-108-015
1352	Arlington Court	Geneva, IL 60134	12-01-108-016
1354	Arlington Court	Geneva, IL 60134	12-01-108-017
1356	Arlington Court	Geneva, IL 60134	12-01-108-018
1358	Arlington Court	Geneva, IL 60134	12-01-108-019
1360	Arlington Court	Geneva, IL 60134	12-01-108-020
1440	Joshel Court	Geneva, IL 60134	12-01-108-022
1442	Joshel Court	Geneva, IL 60134	12-01-108-023
1444	Joshel Court	Geneva, IL 60134	12-01-108-024
1446	Joshel Court	Geneva, IL 60134	12-01-108-025
1448	Joshel Court	Geneva, IL 60134	12-01-108-026
1450	Joshel Court	Geneva, IL 60134	12-01-108-027
1452	Joshel Court	Geneva, IL 60134	12-01-108-028
1454	Joshel Court	Geneva, IL 60134	12-01-108-029
1456	Joshel Court	Geneva, IL 60134	12-01-108-030
1458	Joshel Court	Geneva, IL 60134	12-01-108-031
1460	Joshel Court	Geneva, IL 60134	12-01-108-033
1462	Joshel Court	Geneva, IL 60134	12-01-108-034
1464	Joshel Court	Geneva, IL 60134	12-01-108-035
1466	Joshel Court	Geneva, IL 60134	12-01-108-036

1468	Joshel Court	Geneva, IL 60134	12-01-108-037
1470	Joshel Court	Geneva, IL 60134	12-01-108-038
1488	Joshel Court	Geneva, IL 60134	12-01-108-040
1486	Joshel Court	Geneva, IL 60134	12-01-108-041
1484	Joshel Court	Geneva, IL 60134	12-01-108-042
1482	Joshel Court	Geneva, IL 60134	12-01-108-043
1480	Joshel Court	Geneva, IL 60134	12-01-108-044
1476	Joshel Court	Geneva, IL 60134	12-01-108-045
1474	Joshel Court	Geneva, IL 60134	12-01-108-046
1472	Joshel Court	Geneva, IL 60134	12-01-108-047
1330	Arlington Court	Geneva, IL 60134	12-01-108-049
1332	Arlington Court	Geneva, IL 60134	12-01-108-050
1334	Arlington Court	Geneva, IL 60134	12-01-108-051
1336	Arlington Court	Geneva, IL 60134	12-01-108-052
1338	Arlington Court	Geneva, IL 60134	12-01-108-055
1342	Arlington Court	Geneva, IL 60134	12-01-108-056
1344	Arlington Court	Geneva, IL 60134	12-01-108-057
1346	Arlington Court	Geneva, IL 60134	12-01-108-058
1348	Arlington Court	Geneva, IL 60134	12-01-108-059
1390	Arlington Court	Geneva, IL 60134	12-01-108-062
1388	Arlington Court	Geneva, IL 60134	12-01-108-063 & 064
1386	Arlington Court	Geneva, IL 60134	12-01-108-066
1384	Arlington Court	Geneva, IL 60134	12-01-108-067 & 068
1382	Arlington Court	Geneva, IL 60134	12-01-108-070
1380	Arlington Court	Geneva, IL 60134	12-01-108-071
1378	Arlington Court	Geneva, IL 60134	12-01-108-072
1374	Arlington Court	Geneva, IL 60134	12-01-108-073
1372	Arlington Court	Geneva, IL 60134	12-01-108-074
1370	Arlington Court	Geneva, IL 60134	12-01-108-075
1368	Arlington Court	Geneva, IL 60134	12-01-108-076
1364	Arlington Court	Geneva, IL 60134	12-01-108-077
1362	Arlington Court	Geneva, IL 60134	12-01-108-078
1376	Arlington Court	Geneva, IL 60134	12-01-108-080

1340	Arlington Court	Geneva, IL 60134	12-01-108-088
1610	Salem Court	Geneva, IL 60134	12-01-108-090
1600	Salem Court	Geneva, IL 60134	12-01-108-091
1562	Salem Court	Geneva, IL 60134	12-01-108-092
1560	Salem Court	Geneva, IL 60134	12-01-108-093
1558	Salem Court	Geneva, IL 60134	12-01-108-094
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1620	Salem Court	Geneva, IL 60134	12-01-108-100
1680	Salem Court	Geneva, IL 60134	12-01-108-101
1670	Salem Court	Geneva, IL 60134	12-01-108-102
1660	Salem Court	Geneva, IL 60134	12-01-108-103
1650	Salem Court	Geneva, IL 60134	12-01-108-104
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1429	Potomac Court	Geneva, IL 60134	12-01-108-107
1431	Potomac Court	Geneva, IL 60134	12-01-108-108
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1401	Potomac Court	Geneva, IL 60134	12-01-108-111
1403	Potomac Court	Geneva, IL 60134	12-01-108-112
1341	Dunham Court	Geneva, IL 60134	12-01-108-114
1339	Dunham Court	Geneva, IL 60134	12-01-108-115
1419	Potomac Court	Geneva, IL 60134	12-01-108-117
1423	Potomac Court	Geneva, IL 60134	12-01-108-119
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1421	Potomac Court	Geneva, IL 60134	12-01-108-121
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1405	Potomac Court	Geneva, IL 60134	12-01-108-128

1349	Dunham Court	Geneva, IL 60134	12-01-108-130
1351	Dunham Court	Geneva, IL 60134	12-01-108-131
1353	Dunham Court	Geneva, IL 60134	12-01-108-132
1355	Dunham Court	Geneva, IL 60134	12-01-108-133
1347	Dunham Court	Geneva, IL 60134	12-01-108-135
1343	Dunham Court	Geneva, IL 60134	12-01-108-136
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1217	Koster Court	Geneva, IL 60134	12-01-108-139
1221	Koster Court	Geneva, IL 60134	12-01-108-140
1223	Koster Court	Geneva, IL 60134	12-01-108-141
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1229	Koster Court	Geneva, IL 60134	12-01-108-146
1227	Koster Court	Geneva, IL 60134	12-01-108-147
1201	Koster Court	Geneva, IL 60134	12-01-108-149
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1207	Koster Court	Geneva, IL 60134	12-01-108-151
1209	Koster Court	Geneva, IL 60134	12-01-108-152
1211	Koster Court	Geneva, IL 60134	12-01-108-153
1213	Koster Court	Geneva, IL 60134	12-01-108-154
1357	Dunham Court	Geneva, IL 60134	12-01-108-156
1345	Dunham Court	Geneva, IL 60134	12-01-108-158
1205	Koster Court	Geneva, IL 60134	12-01-108-160
1219	Koster Court	Geneva, IL 60134	12-01-108-162
1501	Delaware Court	Geneva, IL 60134	12-01-109-008
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1523	Delaware Court	Geneva, IL 60134	12-01-109-012
1533	Delaware Court	Geneva, IL 60134	12-01-109-013
1543	Delaware Court	Geneva, IL 60134	12-01-109-014
1553	Delaware Court	Geneva, IL 60134	12-01-109-015

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1593	Delaware Court	Geneva, IL 60134	12-01-109-020
1603	Delaware Court	Geneva, IL 60134	12-01-109-021
1613	Delaware Court	Geneva, IL 60134	12-01-109-022
1623	Delaware Court	Geneva, IL 60134	12-01-109-023
1663	Delaware Court	Geneva, IL 60134	12-01-109-025
1653	Delaware Court	Geneva, IL 60134	12-01-109-026
1643	Delaware Court	Geneva, IL 60134	12-01-109-027
1633	Delaware Court	Geneva, IL 60134	12-01-109-028
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1667	Washington Court	Geneva, IL 60134	12-01-109-031
1665	Washington Court	Geneva, IL 60134	12-01-109-032
1675	Washington Court	Geneva, IL 60134	12-01-109-034
1673	Washington Court	Geneva, IL 60134	12-01-109-035
1671	Washington Court	Geneva, IL 60134	12-01-109-041
1677	Washington Court	Geneva, IL 60134	12-01-109-042
1679	Washington Court	Geneva, IL 60134	12-01-109-043
1681	Washington Court	Geneva, IL 60134	12-01-109-044
1687	Washington Court	Geneva, IL 60134	12-01-109-045
1685	Washington Court	Geneva, IL 60134	12-01-109-046
1683	Washington Court	Geneva, IL 60134	12-01-109-047
1338	Windsor Court	Geneva, IL 60134	12-01-109-049
1336	Windsor Court	Geneva, IL 60134	12-01-109-050
1334	Windsor Court	Geneva, IL 60134	12-01-109-051
1332	Windsor Court	Geneva, IL 60134	12-01-109-052
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1328	Windsor Court	Geneva, IL 60134	12-01-109-054
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1324	Windsor Court	Geneva, IL 60134	12-01-109-057
1320	Windsor Court	Geneva, IL 60134	12-01-109-058
1314	Windsor Court	Geneva, IL 60134	12-01-109-059

1300	Windsor Court	Geneva, IL 60134	12-01-109-060
1306	Windsor Court	Geneva, IL 60134	12-01-109-061
1308	Windsor Court	Geneva, IL 60134	12-01-109-062
1310	Windsor Court	Geneva, IL 60134	12-01-109-063
1312	Windsor Court	Geneva, IL 60134	12-01-109-064
1442	Charleston Court	Geneva, IL 60134	12-01-109-066
1440	Charleston Court	Geneva, IL 60134	12-01-109-067
1438	Charleston Court	Geneva, IL 60134	12-01-109-068
1434	Charleston Court	Geneva, IL 60134	12-01-109-069
1432	Charleston Court	Geneva, IL 60134	12-01-109-070
1426	Charleston Court	Geneva, IL 60134	12-01-109-071
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1420	Charleston Court	Geneva, IL 60134	12-01-109-074
1416	Charleston Court	Geneva, IL 60134	12-01-109-075
1322	Windsor Court	Geneva, IL 60134	12-01-109-077
1318	Windsor Court	Geneva, IL 60134	12-01-109-078
1316	Windsor Court	Geneva, IL 60134	12-01-109-079
1302	Windsor Court	Geneva, IL 60134	12-01-109-080
1304	Windsor Court	Geneva, IL 60134	12-01-109-081
1436	Charleston Court	Geneva, IL 60134	12-01-109-083
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1428	Charleston Court	Geneva, IL 60134	12-01-109-085
1422	Charleston Court	Geneva, IL 60134	12-01-109-087
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1414	Charleston Court	Geneva, IL 60134	12-01-109-089
1412	Charleston Court	Geneva, IL 60134	12-01-109-090
1400	Charleston Court	Geneva, IL 60134	12-01-109-091
1402	Charleston Court	Geneva, IL 60134	12-01-109-092
1404	Charleston Court	Geneva, IL 60134	12-01-109-093
1406	Charleston Court	Geneva, IL 60134	12-01-109-094
1408	Charleston Court	Geneva, IL 60134	12-01-109-095
1410	Charleston Court	Geneva, IL 60134	12-01-109-096
1230	Lencioni Court	Geneva, IL 60134	12-02-226-112

1210	Lencioni Court	Geneva, IL 60134	12-02-226-114
1200	Lencioni Court	Geneva, IL 60134	12-02-226-115
1202	Lencioni Court	Geneva, IL 60134	12-02-226-116
1204	Lencioni Court	Geneva, IL 60134	12-02-226-117
1206	Lencioni Court	Geneva, IL 60134	12-02-226-118
1208	Lencioni Court	Geneva, IL 60134	12-02-226-119
1226	Lencioni Court	Geneva, IL 60134	12-02-226-121
1228	Lencioni Court	Geneva, IL 60134	12-02-226-122
1234	Lencioni Court	Geneva, IL 60134	12-02-226-123
1232	Lencioni Court	Geneva, IL 60134	12-02-226-124
1214	Lencioni Court	Geneva, IL 60134	12-02-226-125
1218	Lencioni Court	Geneva, IL 60134	12-02-226-126
1220	Lencioni Court	Geneva, IL 60134	12-02-226-127
1212	Lencioni Court	Geneva, IL 60134	12-02-226-128
1224	Lencioni Court	Geneva, IL 60134	12-02-226-129
1222	Lencioni Court	Geneva, IL 60134	12-02-226-130
1216	Lencioni Court	Geneva, IL 60134	12-02-226-131
1248	Alexandria Court	Geneva, IL 60134	12-02-226-133
1250	Alexandria Court	Geneva, IL 60134	12-02-226-134
1252	Alexandria Court	Geneva, IL 60134	12-02-226-135
1236	Alexandria Court	Geneva, IL 60134	12-02-226-136
1246	Alexandria Court	Geneva, IL 60134	12-02-226-137
1256	Alexandria Court	Geneva, IL 60134	12-02-226-139
1260	Alexandria Court	Geneva, IL 60134	12-02-226-140
1262	Alexandria Court	Geneva, IL 60134	12-02-226-141
1264	Alexandria Court	Geneva, IL 60134	12-02-226-142
1254	Alexandria Court	Geneva, IL 60134	12-02-226-143
1258	Alexandria Court	Geneva, IL 60134	12-02-226-144
1270	Alexandria Court	Geneva, IL 60134	12-02-226-146
1266	Alexandria Court	Geneva, IL 60134	12-02-226-147
1268	Alexandria Court	Geneva, IL 60134	12-02-226-148
1238	Alexandria Court	Geneva, IL 60134	12-02-226-150
1240	Alexandria Court	Geneva, IL 60134	12-02-226-151

1242	Alexandria Court	Geneva, IL 60134	12-02-226-152
1244	Alexandria Court	Geneva, IL 60134	12-02-226-153
1282	Alexandria Court	Geneva, IL 60134	12-02-226-155
1280	Alexandria Court	Geneva, IL 60134	12-02-226-156
1278	Alexandria Court	Geneva, IL 60134	12-02-226-157
1276	Alexandria Court	Geneva, IL 60134	12-02-226-158
1274	Alexandria Court	Geneva, IL 60134	12-02-226-159
1272	Alexandria Court	Geneva, IL 60134	12-02-226-160

CERTIFICATION

We, the undersigned, as Members of the Board of Directors of Chesapeake Commons Homeowners Association established by the aforesaid Declaration, by our signatures below do hereby acknowledge and execute the foregoing Amended and Restated Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements for Chesapeake Commons.

EXECUTED this 16 day of May, 2024.

Brandy Efferts
President

Sammi Johnson
Secretary

Step D. Green
Treasurer

Brian
Director

Cynthia Schultz
Director

Under penalties as provided by law pursuant to 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that (s)he verily believes the same to be true.

Dated: 5-16-24

By: Brandy Efferts
Name

Its: President
On behalf of Chesapeake Commons
Homeowners Association