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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE
OAKS PLANNED UNIT DEVELOPMENT**

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after recording to be returned to:

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**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE OAKS PLANNED UNIT DEVELOPMENT

WHEREAS, The Oaks Improvement Association was created upon the recording of the Original Declaration, which document was recorded on May 10, 1966 as Document No. 19821584 with the Cook County Recorder of Deeds, as amended from time to time;

WHEREAS, Plats of subdivision of The Oaks Unit No. 1 and The Oaks Unit No. 2 were filed as documents number 19801128 and 19801129 respectively with the Recorder of Deeds of Cook County, Illinois, encompassing all of the original parcel;

WHEREAS, the above-described Parcel together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, have been submitted to the provisions of the Original Declaration;

WHEREAS, the Association has been established for its own benefit and for the mutual benefit of all future Owners or occupants of the Property or any part thereof, and intends that all future Owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property shall hold same subject to certain rights, easements and privileges in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspects of residence on the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property; and

WHEREAS, this Amended and Restated Declaration is APPROVED AND ADOPTED this 25th day of October, 2010 by the Board of Directors pursuant to the Common Interest Community Association Act.

NOW, THEREFORE, the Association and its Owners, DECLARE as follows:

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to THE OAKS IMPROVEMENT ASSOCIATION, an Illinois not for profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to the original parcel, and such other additions as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity which holds Membership in the Association.

Section 6. "Original Declaration" means the Declaration first recorded with the Cook County Recorder of Deeds against the Property as Document No. 19821584 on May 10, 1966, as amended.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Plat" or "Original Plat" means the plat or plats of survey attached to the Original Declaration, as such exhibit may have been amended or supplemented from time to time, which set forth the measurements, elevations, and locations of the Property, the location of the planes which constitute the perimeter boundaries of each Unit, a distinguishing number or other symbol to identify each Unit and such other data as may be required by the Act or this Declaration. The Plat is incorporated herein by reference only.

Section 9. "Property" means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

ARTICLE II

Membership

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract sellers, 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. No Owner shall have more than one Membership. Membership shall be appurtenant to and may not be separated from

Ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership.

ARTICLE III

Voting Rights

Section 1. The Association shall have one class of Voting Membership. Members shall be all those Owners as defined in Article II. Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

Property Rights

Section 1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of Members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member of any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published Rules and Regulations;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance; and

(f) The right of the individual Members to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the Members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Association shall own, in fee simple title, the Common Area, free and clear of all encumbrances and liens.

Section 4. Parking Rights. Ownership of each Lot shall entitle the owner or Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association shall permanently assign to vehicular parking spaces for each dwelling.

Section 5. Ownership of Common Areas. The Association shall hold title to the common area.

Section 6. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, nor any Unit Owner shall be considered a bailee of any personal property stored in the Common Areas and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special 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 property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this

purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the properties.

Section 3. Finances.

(a) Each unit owner shall receive, at least thirty (30) days prior to the adoption thereof 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.

(b) The Board shall annually supply to all unit Owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

(c) If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the common interest community Association, upon written petition by unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the unit Owners 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 unit Owners are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

(d) Any common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all unit Owners.

(e) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to unit owner approval or the provisions of subsection (c) or (f) of this Section. As used herein, "emergency" means an immediate danger to the structural integrity of the common areas or to the life, health, safety, or property of the unit Owners.

(f) Assessments for additions and alterations to the common areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all unit Owners.

(g) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (e) and

(f) of this Section, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

The Board of a common interest community Association shall have the authority to establish and maintain a system of master metering of public utility services to collect payments in conjunction therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

Section 4. Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or nonrecurring common expenses, any common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Failure to Prepare Estimates. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owners shall not constitute a waiver or release in any manner of such Unit 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 Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due not less than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 8. Statement of Account. Upon seven (7) days' notice to the Board and the payment of a reasonable fee, if any, which may be set by the Board, any Owner shall be furnished with a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from the Owner as of the date of the statement. The statement shall be executed by a duly authorized officer or agent of the Association and shall be binding on the Association.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. 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 the rate of seven (7%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Other than attorney's fees, no fees pertaining to the collection of a unit owner's financial obligation to the Association, including fees charged by a manager or managing agent, shall be added to and deemed a part of a unit owner's respective share of the common expenses unless:

(a) The managing agent fees relate to the costs to collect common expenses for the Association;

(b) The fees are set forth in a contract between the managing agent and the Association; and

(c) The authority to add the management fees to a unit owner's respective share of the common expenses is specifically stated in the declaration or bylaws of the Association.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. The following additional property subject to this Declaration shall be exempt from the assessments created herein.

(a) All properties dedicated to and accepted by a local public authority;

(b) The Common Area; and

(c) All properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Illinois. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent no inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to the negligence or willful acts or omissions shall apply thereto.

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

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

Architectural Control

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be commenced until said plans and specifications showing the nature, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of the Association, or by an architectural committee composed of three (3) or more representatives appointed by

the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

Exterior Maintenance

Section 1. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

Section 2. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE IX

Building and Use Restrictions

Section 1. The subdivision is hereby restricted to residential dwellings, including townhouses and ancillary and accessory uses and buildings in connection therewith, including but not limited to community buildings. No buildings or structures shall be removed from other locations to the subdivision and no subsequent buildings or structures other than townhouses shall be built on any unit where the Original Developer constructed a townhouse. No building or structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any unit at any time as a residence either temporarily or permanently.

Section 2. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any unit except for dogs, cats, or other household pets for other than commercial purpose.

Section 3. Except that no more than one "For Rent" or "For Sale" sign of not more than five square feet may be maintained on any unit, no advertising signs, billboards, object of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any unit, nor shall any unit be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the subdivision. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the subdivision except activities intended primarily to serve residents in the subdivision. The foregoing restrictions shall not apply to the commercial activities, signs and billboards of the Association in furtherance of its powers and

purposes set forth hereinafter and in its Articles of Incorporation, By-Laws and Rules and Regulations, as the same may be amended from time to time.

Section 4. All clotheslines, equipment, garbage cans, service yards, woodpiles, and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring units and streets. All rubbish, trash, and garbage shall be regularly removed from the subdivision and shall not be allowed to accumulate thereon.

Section 5. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on property within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 6. Satellite Dishes. No mast, satellite dish, antennae or other structure for transmitting or receiving messages or programs by radio or television shall be erected, permitted or maintained in or upon any part of the Common Areas without the prior written approval of the Board, subject to any federal, state or local restrictions on the Board's authority and the Rules and Regulations. The Association may contract for cable or satellite TV as provided for herein.

Section 7. Disabilities. Until determined by federal or state legislation, administrative agency or court of law, the Common Areas shall not be subject to the public facility regulations of the Americans With Disabilities Act. In order to conform to the Fair Housing Amendments Act of 1988, any Unit Owner or Resident may make reasonable modification to his Unit, subject to the following:

- (a) All requests for modification to a Lot or Common Areas must be in writing.
- (b) The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.
- (c) The Board may establish reasonable guidelines for construction of any addition, improvement or modification.
- (d) All work must be approved by the Board prior to commencing construction.
- (e) The Board may require the Owner or Resident to return the modification(s) to its original condition at Owner's expense upon sale or transfer of Lot.

(f) The Board shall have the authority to establish a fee for administration and documentation associated with Residents moving in and out of the premises, including a security deposit for damages to the Common Areas.

Section 8. Flags.

(a) Notwithstanding any other provision in the declaration, bylaws, community instruments, rules, regulations, or agreements or other instruments of the Association or a Board's construction of any of those instruments, a Board may not prohibit the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located. A Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and a Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. A Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located, but a Board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

(b) As used in this Section: "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, balloons, or any other similar building, landscaping, or decorative component.

ARTICLE X

Easements

Section 1. Utility Easements. The Illinois Bell Telephone Company, The Commonwealth Edison Company, The Northern Illinois Gas Company, The Sewer and Water Department of The Village of Streamwood and all other public utilities serving the Properties are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other equipment into and through the Common Area for the purpose of providing the Lots and Common Area with utilities service provided that all such service shall be placed underground and further provided that no easement extends to any area either now or hereafter improved with a permanent structure so long as such improvement shall have been made prior in time to

the location of said conduits, cables, pipes, mains, ducts, wires and other equipment on said improvement site.

Section 2. Easements and Rights to Run with Land. All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, and its successors and assigns, any Unit Owner, purchaser, mortgagee, and other person having an interest in the Property, or any part or portion thereof. Reference in the respective Deeds of Conveyance, or in any Mortgage or Trust Deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such unit Ownership as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

Section 3. Separate Mortgages. Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his respective Unit Ownership. No Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his Unit Ownership.

Section 4. Mechanic's Liens. The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Areas, rather than against a particular Unit Ownership. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees and expenses) incurred by reason of such lien.

ARTICLE XI

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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 thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall be no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

(a) The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

(b) If there is an omission or error in the declaration or other instrument of the Association, the Association may correct the error or omission by an amendment to the declaration or other instrument, as may be required to conform it to this Act, to any other applicable statute, or to the declaration. The amendment shall be adopted by vote of two-thirds of the Members of the Board of directors or by a majority vote of the unit Owners at a meeting called for that purpose, unless the Act or the declaration of the Association specifically provides for greater percentages or different procedures.

(c) If, through a scrivener's error, a unit has not been designated as owning an appropriate undivided share of the common areas or does not bear an appropriate share of the common expenses, or if all of the common expenses or all of the common elements have not been distributed in the declaration, so that the sum total of the shares of common areas which have been distributed or the sum total of the shares of the common expenses fail to equal 100%, or if it appears that more than 100% of the common elements or common expenses have been distributed, the error may be corrected by operation of law by filing an amendment to the declaration, approved by vote of two-thirds of the Members of the Board or a majority vote of the unit Owners at a meeting called for that purpose, which proportionately adjusts all percentage interests so that the total is equal to 100%, unless the declaration specifically provides for a different procedure or different percentage vote by the Owners of the units and the Owners of mortgages thereon affected by modification being made in the undivided interest in the common areas, the number of votes in the Association or the liability for common expenses appertaining to the unit.

(d) If a scrivener's error in the declaration or other instrument is corrected by vote of two-thirds (2/3) of the Members of the Board pursuant to the authority established in subsection (a) or subsection (b), the Board, upon written petition by unit Owners with twenty percent (20%) of the votes of the Association received within thirty (30) days of the Board action, shall call a meeting of the unit Owners within thirty (30) days of the filing of the petition to consider the Board action. Unless a majority of the votes of the unit Owners of the Association are cast at the meeting to reject the action, it is ratified whether or not a quorum is present.

SIGNED AND APPROVED THIS 25th DAY OF October, 2010.

Deborah Christensen

Susan M. Turner

Patricia E. Hart

[Signature]

[Signature]

Mary H. Lauer

Kathleen E. Miller

Board of The Oaks
Planned Unit Development

EXHIBIT A

Legal Description

The Southwest quarter of the Southwest quarter of Section 26, Township 41 North, Range 9, East of the Third Principal Meridian (except that part lying Southerly of the center line of United States Route 20; also except that part thereof described as follows: Commencing at the Southeast corner of the Southwest Quarter of the Southwest quarter of said Section 26, thence Northerly along the East line of the Southwest quarter of the Southwest quarter a distance of 28.7 feet to a point on the center line of United States Route 20, for the place of beginning, thence continuing Northerly along the East line of the Southwest quarter of the Southwest quarter, a distance of 331.41 feet thence Westerly at right angles to the last described course, a distance of 286.56 feet, thence Southerly parallel with the East line of the Southwest quarter of the Southwest quarter a distance of 242.61 feet to the center line of United States Route 20, thence Southeasterly along said center line, a distance of 300.0 feet to the place of beginning) in Cook County, Illinois.

ALSO

Of the West 5 Acres (except the North .798 Acres thereof) of the Northwest quarter of the Southwest quarter of Section 26, Township 41 North, Range 9, East of the Third Principal Meridian and the 13.65 Acres lying East of the center line of the road (except the North 1.202 Acres thereof) of the East 24 Acres of the Northeast quarter of the Southeast quarter of Section 27, Township 41 North, Range 9, East of the Third Principal Meridian excepting therefrom that part if any, falling North of the following described line: Commencing at the Northeast corner of the Southeast quarter of said Section 27, running thence North 89 degrees, 44 minutes East 167 feet, thence South 1 degree, 43 minutes West 211 feet for a place of beginning, thence South 89 degrees, 41 minutes West 467.9 feet to a point in the center line of the highway, all in Cook County, Illinois.

Of that part of the South half of the South East quarter of Section 27, Township 41 North, Range 9, East of the Third Principal Meridian, lying East of the West line of the East 16 Acres of the South West quarter of the South East quarter of said Section (except that part thereof described as the East 9 ½ Acres of the South East quarter of the South East quarter of Section 27, aforesaid lying South of the center line of State Road; also except that part thereof described as follows: Commencing at the North West corner of the South West quarter of said South East quarter, thence Easterly along the North line of the South West quarter of said South East quarter, a distance of 794.83 feet to the West line of the East 16 Acres of the South West quarter of the South East quarter of said Section 27 for a point of beginning thence continuing Easterly along the North line of the South West quarter of said South East quarter a distance of 647.12 feet to a point 396.54 feet East of the center line of Lake Street as formerly located, thence Southerly along a line that forms an angle of 88 degrees, 34 minutes to the right with the prolongation of the last described course, a distance of 389.73 feet to the

center line of United States Route 20; thence North Westerly along the center line of United States Route 20, a distance of 698.98 feet to the West line of said East 16 Acres, thence Northerly along the West line of said East 16 Acres a distance of 162.48 feet to the point of beginning) in Cook County, Illinois.

A L S O

That part of the Southwest quarter of the Southwest quarter of Section 26, Township 41 North, Range 9, East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of said Section 26, thence Northerly along the East line of the Southwest quarter of the Southwest quarter a distance of 28.7 feet to a point on the center line of United States Route 20, for the place of beginning, thence continuing Northerly along the East line of the Southwest quarter of the Southwest quarter, a distance of 331.41 feet thence Westerly at right angles to the last described course, a distance of 286.56 feet, thence Southerly parallel with the East line of the Southwest quarter of the Southwest quarter a distance of 242.61 feet to the center line of United States Route 20, thence Southeasterly along said center line, a distance of 300.0 feet to the place of beginning, in Cook County, Illinois.

PIN NUMBERS	ADDRESSES
ASHTON COURT	
06-27-405-001-0000	1011 Ashton Court
06-27-405-002-0000	1012 Ashton Court
06-27-405-003-0000	1013 Ashton Court
06-27-405-004-0000	1014 Ashton Court
06-27-405-005-0000	1015 Ashton Court
06-27-405-006-0000	1016 Ashton Court
06-27-405-007-0000	1017 Ashton Court
06-27-405-008-0000	1021 Ashton Court
06-27-405-009-0000	1022 Ashton Court
06-27-405-010-0000	1023 Ashton Court
06-27-405-011-0000	1024 Ashton Court
06-27-405-012-0000	1025 Ashton Court
06-27-405-013-0000	1031 Ashton Court
06-27-405-014-0000	1032 Ashton Court
06-27-405-015-0000	1033 Ashton Court
06-27-405-016-0000	1034 Ashton Court
06-27-405-017-0000	1041 Ashton Court
06-27-405-018-0000	1042 Ashton Court
06-27-405-019-0000	1043 Ashton Court
06-27-405-020-0000	1044 Ashton Court
06-27-405-021-0000	1045 Ashton Court
06-27-405-022-0000	1046 Ashton Court
06-27-405-023-0000	1047 Ashton Court

06-27-405-024-0000	1048 Ashton Court
06-27-405-025-0000	1051 Ashton Court
06-27-405-026-0000	1052 Ashton Court
06-27-405-027-0000	1053 Ashton Court
06-27-405-028-0000	1054 Ashton Court
06-27-405-029-0000	1055 Ashton Court
06-27-405-030-0000	1056 Ashton Court
06-27-405-031-0000	1057 Ashton Court
06-27-405-032-0000	1058 Ashton Court
BRISTOL COURT	
06-27-405-033-0000	1061 Bristol Court
06-27-405-034-0000	1062 Bristol Court
06-27-405-035-0000	1063 Bristol Court
06-27-405-036-0000	1064 Bristol Court
06-27-405-037-0000	1065 Bristol Court
06-27-405-038-0000	1066 Bristol Court
06-27-405-039-0000	1067 Bristol Court
06-27-405-040-0000	1068 Bristol Court
06-27-405-041-0000	1071 Bristol Court
06-27-405-042-0000	1072 Bristol Court
06-27-405-043-0000	1073 Bristol Court
06-27-405-044-0000	1074 Bristol Court
06-27-405-045-0000	1075 Bristol Court
06-27-405-046-0000	1076 Bristol Court
06-27-405-047-0000	1077 Bristol Court
06-27-405-048-0000	1078 Bristol Court
06-27-405-049-0000	1081 Bristol Court
06-27-405-050-0000	1082 Bristol Court
06-27-405-051-0000	1083 Bristol Court
06-27-405-052-0000	1084 Bristol Court
06-27-405-053-0000	1085 Bristol Court
06-27-405-054-0000	1091 Bristol Court
06-27-405-055-0000	1092 Bristol Court
06-27-405-056-0000	1093 Bristol Court
06-27-405-057-0000	1094 Bristol Court
06-27-405-058-0000	1095 Bristol Court
06-27-405-059-0000	1096 Bristol Court
06-27-405-060-0000	1097 Bristol Court
CLUB TREE DRIVE	
06-26-302-006-0000	3000 Club Tree Drive – Common Area C
06-26-302-007-0000	3000 Club Tree Drive – Common Area D

06-26-302-010-0000	3000 Club Tree Drive – Common Area E
06-26-302-011-0000	3000 Club Tree Drive – Common Area F
06-26-316-001-0000	4071 Club Tree Drive
06-26-329-005-0000	4055 Club Tree Drive
06-26-353-075-0000	3000 Club Tree Drive – Common Area B
06-26-359-001-0000	4051 Club Tree Drive
06-26-359-002-0000	4052 Club Tree Drive
06-26-359-003-0000	4053 Club Tree Drive
06-26-359-004-0000	4054 Club Tree Drive
06-26-359-005-0000	4055 Club Tree Drive
06-26-359-006-0000	4056 Club Tree Drive
06-26-359-007-0000	4057 Club Tree Drive
06-26-360-001-0000	4061 Club Tree Drive
06-26-360-002-0000	4062 Club Tree Drive
06-26-360-003-0000	4063 Club Tree Drive
06-26-360-004-0000	4064 Club Tree Drive
06-26-360-006-0000	4066 Club Tree Drive
06-26-360-007-0000	4067 Club Tree Drive
06-26-361-001-0000	4071 Club Tree Drive
06-26-361-002-0000	4072 Club Tree Drive
06-26-361-003-0000	4073 Club Tree Drive
06-26-361-004-0000	4074 Club Tree Drive
06-26-361-005-0000	4075 Club Tree Drive
06-26-361-006-0000	4076 Club Tree Drive
06-26-361-007-0000	4077 Club Tree Drive
06-26-405-082-0000	3000 Club Tree Drive – Common Area A
COLONY COURT	
06-27-405-061-0000	1101 Colony Court
06-27-405-062-0000	1102 Colony Court
06-27-405-063-0000	1103 Colony Court
06-27-405-064-0000	1104 Colony Court
06-27-405-065-0000	1105 Colony Court
06-27-405-066-0000	1106 Colony Court
06-27-405-067-0000	1111 Colony Court
06-27-405-068-0000	1112 Colony Court
06-27-405-069-0000	1113 Colony Court
06-27-405-070-0000	1114 Colony Court
06-27-405-071-0000	1115 Colony Court
06-27-405-072-0000	1116 Colony Court
06-27-405-073-0000	1117 Colony Court

06-27-405-074-0000	1118 Colony Court
06-27-405-075-0000	1121 Colony Court
06-27-405-076-0000	1122 Colony Court
06-27-405-077-0000	1123 Colony Court
06-27-405-078-0000	1124 Colony Court
06-27-405-079-0000	1125 Colony Court
06-27-405-080-0000	1126 Colony Court
06-27-405-081-0000	1127 Colony Court
DUXBURY COURT	
06-26-353-001-0000	2011 Duxbury Court
06-26-353-002-0000	2012 Duxbury Court
06-26-353-003-0000	2013 Duxbury Court
06-26-353-004-0000	2014 Duxbury Court
06-26-353-005-0000	2021 Duxbury Court
06-26-353-006-0000	2022 Duxbury Court
06-26-353-007-0000	2023 Duxbury Court
06-26-353-008-0000	2024 Duxbury Court
06-26-353-009-0000	2031 Duxbury Court
06-26-353-010-0000	2032 Duxbury Court
06-26-353-011-0000	2033 Duxbury Court
06-26-353-012-0000	2034 Duxbury Court
06-26-353-013-0000	2035 Duxbury Court
06-26-353-014-0000	2036 Duxbury Court
06-26-353-015-0000	2037 Duxbury Court
06-26-353-016-0000	2038 Duxbury Court
06-26-353-017-0000	2039 Duxbury Court
ESSEX COURT	
06-26-353-018-0000	2041 Essex Court
06-26-353-019-0000	2042 Essex Court
06-26-353-020-0000	2043 Essex Court
06-26-353-021-0000	2044 Essex Court
06-26-353-022-0000	2051 Essex Court
06-26-353-023-0000	2052 Essex Court
06-26-353-024-0000	2053 Essex Court
06-26-353-025-0000	2054 Essex Court
06-26-353-026-0000	2055 Essex Court
06-26-353-027-0000	2056 Essex Court
06-26-353-028-0000	2061 Essex Court
06-26-353-029-0000	2062 Essex Court
06-26-353-030-0000	2063 Essex Court
06-26-353-031-0000	2064 Essex Court
06-26-353-032-0000	2071 Essex Court
06-26-353-033-0000	2072 Essex Court

06-26-353-034-0000	2073 Essex Court
06-26-353-035-0000	2074 Essex Court 2074
06-26-353-036-0000	2075 Essex Court
06-26-353-037-0000	2076 Essex Court
FALMOUTH COURT	
06-26-353-038-0000	2081 Falmouth Court
06-26-353-039-0000	2082 Falmouth Court
06-26-353-040-0000	2083 Falmouth Court
06-26-353-041-0000	2084 Falmouth Court
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06-26-353-044-0000	2093 Falmouth Court
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06-26-353-047-0000	2096 Falmouth Court
06-26-353-048-0000	2101 Falmouth Court
06-26-353-049-0000	2102 Falmouth Court
06-26-353-050-0000	2103 Falmouth Court
06-26-353-051-0000	2104 Falmouth Court
06-26-353-052-0000	2111 Falmouth Court
06-26-353-053-0000	2112 Falmouth Court
06-26-353-054-0000	2113 Falmouth Court
06-26-353-055-0000	2114 Falmouth Court
06-26-353-056-0000	2115 Falmouth Court
06-26-353-057-0000	2116 Falmouth Court
GREENWOOD COURT	
06-26-353-058-0000	2121 Greenwood Court
06-26-353-059-0000	2122 Greenwood Court
06-26-353-060-0000	2123 Greenwood Court
06-26-353-061-0000	2124 Greenwood Court
06-26-353-062-0000	2125 Greenwood Court
06-26-353-063-0000	2126 Greenwood Court
06-26-353-064-0000	2127 Greenwood Court
06-26-353-065-0000	2128 Greenwood Court
06-26-353-066-0000	2131 Greenwood Court
06-26-353-067-0000	2132 Greenwood Court
06-26-353-068-0000	2133 Greenwood Court
06-26-353-069-0000	2134 Greenwood Court
06-26-353-070-0000	2141 Greenwood Court
06-26-353-071-0000	2142 Greenwood Court
06-26-353-072-0000	2143 Greenwood Court
06-26-353-073-0000	2144 Greenwood Court
06-26-353-074-0000	2145 Greenwood Court

JAMESTOWN COURT	
06-26-305-001-0000	3011 Jamestown Court
06-26-305-002-0000	3012 Jamestown Court
06-26-305-003-0000	3013 Jamestown Court
06-26-306-001-0000	3021 Jamestown Court
06-26-306-002-0000	3022 Jamestown Court
06-26-306-003-0000	3023 Jamestown Court
06-26-306-004-0000	3024 Jamestown Court
06-26-306-005-0000	3025 Jamestown Court
06-26-354-001-0000	3031 Jamestown Court
06-26-354-002-0000	3032 Jamestown Court
06-26-354-003-0000	3033 Jamestown Court
06-26-354-004-0000	3034 Jamestown Court
06-26-354-005-0000	3035 Jamestown Court
06-26-354-006-0000	3036 Jamestown Court
06-26-354-007-0000	3037 Jamestown Court
06-26-354-008-0000	3038 Jamestown Court
KINGSTON COURT	
06-26-309-001-0000	3051 Kingston Court
06-26-309-002-0000	3052 Kingston Court
06-26-309-003-0000	3053 Kingston Court
06-26-309-004-0000	3054 Kingston Court
06-26-309-005-0000	3055 Kingston Court
06-26-309-006-0000	3056 Kingston Court
06-26-310-001-0000	3061 Kingston Court
06-26-310-002-0000	3062 Kingston Court
06-26-310-003-0000	3063 Kingston Court
06-26-310-004-0000	3064 Kingston Court
06-26-310-005-0000	3065 Kingston Court
06-26-310-006-0000	3066 Kingston Court
06-26-311-001-0000	3071 Kingston Court
06-26-311-002-0000	3072 Kingston Court
06-26-311-003-0000	3073 Kingston Court
06-26-311-004-0000	3074 Kingston Court
06-26-311-005-0000	3075 Kingston Court
06-26-311-006-0000	3076 Kingston Court
06-26-311-007-0000	3077 Kingston Court
LYNNWOOD COURT	
06-26-312-001-0000	3081 Lynnwood Court
06-26-312-002-0000	3082 Lynnwood Court
06-26-312-003-0000	3083 Lynnwood Court
06-26-312-004-0000	3084 Lynnwood Court
06-26-312-005-0000	3085 Lynnwood Court

06-26-312-006-0000	3086 Lynnwood Court
06-26-313-001-0000	3091 Lynnwood Court
06-26-313-002-0000	3092 Lynnwood Court
06-26-313-003-0000	3093 Lynnwood Court
06-26-313-004-0000	3094 Lynnwood Court
06-26-313-005-0000	3095 Lynnwood Court
06-26-313-006-0000	3096 Lynnwood Court
06-26-313-007-0000	3097 Lynnwood Court
06-26-313-008-0000	3098 Lynnwood Court
06-26-314-001-0000	3101 Lynnwood Court
06-26-314-002-0000	3102 Lynnwood Court
06-26-314-003-0000	3103 Lynnwood Court
06-26-314-004-0000	3104 Lynnwood Court
06-26-315-001-0000	3111 Lynnwood Court
06-26-315-002-0000	3112 Lynnwood Court
06-26-315-003-0000	3113 Lynnwood Court
06-26-315-004-0000	3114 Lynnwood Court
06-26-315-005-0000	3115 Lynnwood Court
06-26-316-001-0000	3121 Lynnwood Court
06-26-316-002-0000	3122 Lynnwood Court
06-26-316-003-0000	3123 Lynnwood Court
06-26-316-004-0000	3124 Lynnwood Court
06-26-316-005-0000	3125 Lynnwood Court
06-26-317-001-0000	3131 Lynnwood Court
06-26-317-002-0000	3132 Lynnwood Court
06-26-317-003-0000	3133 Lynnwood Court
06-26-317-004-0000	3134 Lynnwood Court
OXFORD COURT	
06-26-355-001-0000	4011 Oxford Court
06-26-355-002-0000	4012 Oxford Court
06-26-355-003-0000	4013 Oxford Court
06-26-355-004-0000	4014 Oxford Court
06-26-355-005-0000	4015 Oxford Court
06-26-355-006-0000	4016 Oxford Court
06-26-355-007-0000	4017 Oxford Court
06-26-355-008-0000	4018 Oxford Court
06-26-356-001-0000	4021 Oxford Court
06-26-356-002-0000	4022 Oxford Court
06-26-356-003-0000	4023 Oxford Court
06-26-356-004-0000	4024 Oxford Court
06-26-356-005-0000	4025 Oxford Court
06-26-356-006-0000	4026 Oxford Court
06-26-356-007-0000	4027 Oxford Court
06-26-356-008-0000	4028 Oxford Court

PRINCETON COURT	
06-26-357-001-0000	4031 Princeton Court
06-26-357-002-0000	4032 Princeton Court
06-26-357-003-0000	4033 Princeton Court
06-26-357-004-0000	4034 Princeton Court
06-26-357-005-0000	4035 Princeton Court
06-26-357-006-0000	4036 Princeton Court
06-26-357-007-0000	4037 Princeton Court
06-26-357-008-0000	4038 Princeton Court
06-26-358-001-0000	4041 Princeton Court
06-26-358-002-0000	4042 Princeton Court
06-26-358-003-0000	4043 Princeton Court
06-26-358-004-0000	4044 Princeton Court
06-26-358-005-0000	4045 Princeton Court
06-26-358-006-0000	4046 Princeton Court
06-26-358-007-0000	4047 Princeton Court
06-26-358-008-0000	4048 Princeton Court
MEDFORD COURT	
06-26-318-001-0000	3141 Medford Court
06-26-318-002-0000	3142 Medford Court
06-26-318-003-0000	3143 Medford Court
06-26-318-004-0000	3144 Medford Court
06-26-318-005-0000	3145 Medford Court
06-26-318-006-0000	3146 Medford Court
06-26-318-007-0000	3147 Medford Court
06-26-319-001-0000	3151 Medford Court
06-26-319-002-0000	3152 Medford Court
06-26-319-003-0000	3153 Medford Court
06-26-319-004-0000	3154 Medford Court
06-26-319-005-0000	3155 Medford Court
06-26-319-006-0000	3156 Medford Court
06-26-319-007-0000	3157 Medford Court
NORWOOD COURT	
06-26-320-001-0000	3161 Norwood Court
06-26-320-002-0000	3162 Norwood Court
06-26-320-003-0000	3163 Norwood Court
06-26-320-004-0000	3164 Norwood Court
06-26-320-005-0000	3165 Norwood Court
06-26-321-001-0000	3171 Norwood Court
06-26-321-002-0000	3172 Norwood Court
06-26-321-003-0000	3173 Norwood Court
06-26-321-004-0000	3174 Norwood Court
06-26-321-005-0000	3175 Norwood Court

06-26-322-001-0000	3181 Norwood Court
06-26-322-002-0000	3182 Norwood Court
06-26-322-003-0000	3183 Norwood Court
06-26-322-004-0000	3184 Norwood Court
06-26-323-001-0000	3191 Norwood Court
06-26-323-002-0000	3192 Norwood Court
06-26-323-003-0000	3193 Norwood Court
06-26-323-004-0000	3194 Norwood Court
06-26-323-005-0000	3195 Norwood Court
QUINCY COURT	
06-26-362-001-0000	4081 Quincy Court
06-26-362-002-0000	4082 Quincy Court
06-26-362-003-0000	4083 Quincy Court
06-26-362-004-0000	4084 Quincy Court
06-26-362-005-0000	4085 Quincy Court
06-26-362-006-0000	4086 Quincy Court
06-26-363-001-0000	4091 Quincy Court
06-26-363-002-0000	4092 Quincy Court
06-26-363-003-0000	4093 Quincy Court
06-26-363-004-0000	4094 Quincy Court
06-26-363-005-0000	4095 Quincy Court
06-26-363-006-0000	4096 Quincy Court
ROWLEY COURT	
06-26-364-001-0000	4101 Rowley Court
06-26-364-002-0000	4102 Rowley Court
06-26-364-003-0000	4103 Rowley Court
06-26-364-004-0000	4104 Rowley Court
06-26-364-005-0000	4105 Rowley Court
06-26-364-006-0000	4106 Rowley Court

EXHIBIT B

AMENDED AND RESTATED BY-LAWS OF THE OAKS IMPROVEMENT ASSOCIATION AN ILLINOIS NOT-FOR-PROFIT CORPORATION

ARTICLE I NAME OF CORPORATION

1.01. The name of the Association is The Oaks Improvement Association, an Illinois not-for-profit corporation.

ARTICLE II PURPOSE AND POWERS

2.01. PURPOSES: The purpose of this Association is to administer and maintain the common areas for the property commonly known as "The Oaks" and to act on behalf of its Members collectively, as their governing body for civic functions and other purposes. The Association is administered by a duly elected Board whose responsibility is the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the Members of the Association. These By-Laws are subject to the provisions of the Amended and Restated Declaration of Covenants and Restrictions. All terms used herein shall have the meanings set forth in the Declaration.

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

ARTICLE III OFFICES

3.01. REGISTERED OFFICE: The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

3.02. PRINCIPAL OFFICE: The Association's principal office shall be maintained at the Development or at such location as designated by the Board.

ARTICLE IV
MEETINGS OF MEMBERS

4.01. (a) ~~Written notice of any Membership meeting shall be mailed or delivered giving Members no less than ten (10) and no more than thirty (30) days notice of the time, place, and purpose of such meeting.~~

(b) Meetings.

(1) Ten percent (10%) of the unit Owners shall constitute a quorum. There shall be an annual meeting of the Owners on the last Tuesday of April of each year at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Owners not less than ten (10) and no more than thirty (30) days prior to the date fixed for said meeting.

(2) Special meetings of the Board may be called by the President or twenty-five percent (25%) of the Members of the Board. Special meetings of the unit Owners may be called by the President, the Board, or by twenty percent (20%) of unit Owners.

(3) The Board shall give the unit Owners notice of all Board meetings at least forty-eight (48) hours prior to the meeting by sending notice by mail, personal delivery, or by posting copies of notices of meetings in entranceways, elevators, or other conspicuous places in the common interest community at least forty-eight (48) hours prior to the meeting except where there is no common entranceway for seven (7) or more units, the Board may designate one or more locations in the proximity of these units where the notices of meetings shall be posted. The Board shall give unit Owners, by mail or personal delivery, notice of any Board meeting concerning the adoption of:

- (i) The proposed annual budget;
- (ii) Regular assessments;
- (iii) A separate or special assessment within ten (10) to thirty (30) days prior to the meeting, unless otherwise provided in Section 1-45 (a) or any other provision of this Act.

(c) Meetings of the Board shall be open to any unit owner, except for the portion of any meeting held:

- (1) To discuss litigation when an action against or on behalf of the particular Association has been filed and is pending in a court or administrative tribunal, or when the common interest community Association finds that such an action is probable or imminent;
- (2) To consider information regarding appointment, employment, or dismissal of an employee;
- (3) To discuss violations of rules and regulations of the Association or a unit owner's unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any unit owner.

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

4.02. PLACE OF MEETING; QUORUM: Meetings of the Owners shall be held at the principal office of the Association or at such other place in Cook County, Illinois as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with parliamentary procedure. Ten percent (10%) of the Voting Members, in person or by proxy, shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, the meeting may be adjourned from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented. At all meetings of the Owners, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot by the Owner. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Owners at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting.

4.03. SPECIAL MEETINGS: Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board, or by one-fourth (1/4) of the Voting Members and delivered not less than ten (10) and no 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.

4.04. NOTICE OF MEETINGS: Notices of meetings required to be given herein may be delivered either personally or by mail to the Owners, addressed to such person at the address given by him to the Board for the purpose of service of such

notice or to the Dwelling Unit of the Owner if no address has been given to the Board. A notice of meeting shall include such business and matters to be acted upon or considered at the meeting.

ARTICLE V

BOARD

5.01. GENERAL: The affairs of the Association and the direction and administration of the property shall be vested in the Association Board (the "Board"), which shall consist of seven (7) Owners. The Board shall have all of the powers granted to it under the Articles of Incorporation, the Declaration, these By-Laws, the Illinois General Not-For-Profit Corporation Act and all other applicable statutes of the State of Illinois. The Board of directors shall be elected from among the unit Owners of the Association.

(a) The terms of at least one-third (1/3) of the Members of the Board shall expire annually and all Members of the Board shall be elected at large.

(b) The Members of the Board shall serve without compensation, unless the community instruments indicate otherwise.

(c) No Member of the Board or officer shall be elected for a term of more than three (3) years, but officers and Board Members may succeed themselves.

(d) If there is a vacancy on the Board, the remaining Members of the Board may fill the vacancy by a two-thirds (2/3) vote of the remaining Board Members until the next annual meeting of unit Owners or until unit Owners holding twenty percent (20%) of the votes of the Association request a meeting of the unit Owners to fill the vacancy for the balance of the term. A meeting of the unit Owners 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 unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting.

5.02. NOMINATION: Nomination for election to the Board shall be made by the Nominating Committee. The Board or the Nominating Committee, at the Board's discretion, shall establish the rules and procedures for each election and screen candidates.

5.03. ELECTION: The Voting Members shall elect a Board of seven (7) Directors. Each director shall serve for a term of two (2) years. The terms of three (3) directors shall expire each year. In all elections for Members of the Board, voting shall be by secret written ballot. Each ballot shall be entitled to the number of votes equal to the number of Directors to be elected. Cumulative voting shall not be permitted. Candidates receiving the largest number of votes shall be elected. Each Director shall hold office until his successor is elected and qualified.

5.04. ANNUAL MEETINGS: The Board shall hold an annual meeting within ten (10) days after the annual meeting of the Owners at such place as shall be fixed by the Directors at the annual meeting of the Owners. No notice shall be necessary to the Directors in order legally to constitute such meeting, providing the whole Board is present.

5.05. REGULAR MEETINGS: Regular meetings of the Board shall be held monthly at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors. Notice of regular meetings of the Board shall be given by posting at conspicuous places in the development and/or personally or by mail, telephone, facsimile transmission or telegraph, at least forty-eight (48) hours prior to any such meeting and such notice shall state the time and place of such regular meeting.

5.06. SPECIAL MEETINGS: Special meetings of the Board may be called by the President on forty-eight (48) hours notice to each Director, given personally or by mail, telephone, facsimile transmission or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner to regular meetings and on like notice upon the written request of at least one-third (1/3) of the Directors then serving.

5.07. WAIVER OF NOTICE: Before or at any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5.08. INFORMAL ACTION: Any action required or permitted to be taken by the Board under the Illinois General Not-For-Profit Corporation Act, the Declaration or these By-Laws may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof and any such consent shall have the same force and effect as a unanimous vote of the Directors at a meeting.

5.09. QUORUM: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.10. COMPENSATION/REIMBURSEMENT FOR EXPENSES: Directors shall receive no compensation for their services as directors, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or

other appropriate documentation, a Director may be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.11. REMOVAL OR RESIGNATION OF DIRECTOR: Any Director may be removed from office, with or without cause, and replaced by the affirmative vote of at least a majority of the Voting Members at the annual meeting or at a special meeting called for such purpose or as otherwise provided for in the General Not-For-Profit Corporation Act. Any Director may resign at any time by submitting his written resignation to the Board. A successor to fill the unexpired term of a Director who resigns may be elected by the remaining Directors at any regular meeting or at any special meeting called for such purpose. Any successor so elected shall serve until the next scheduled election. The vacancy will then be filled to serve the balance of the preceding term.

5.12. POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, these By-Laws, the Articles of Incorporation and the Illinois General Not-For-Profit Corporation Act, including, without limitation, the following powers and duties:

(a) To provide for the designation, hiring, supervision and removal of such employees and such other personnel, including attorneys and accountants, as the Board in its discretion may deem necessary or proper for the effective administration of the Common Area;

(b) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Area for which the Association is responsible under the Declaration and these By-Laws;

(c) To procure fire, liability, and extended coverage insurance and other all insurance as provided for under the Declaration;

(d) To cause all officers or employees having fiscal responsibilities to be bonded, as the Board in its discretion may deem appropriate;

(e) To formulate policy for the administration, management and operation of the Common Area, including, without limitation, providing for and setting the rental or fee and other terms for the leasing or granting of licenses or concessions with respect to portions of the Common Area and establishment of reasonable admission and other fees for use of any recreational facility situated on the property as set forth in the Declaration;

(f) To estimate the amount of the annual budget, to provide at least thirty (30) days prior to the adoption thereof to each Owner a copy of the proposed annual budget showing the Common Expenses and to provide written notice to each Owner not less than ten (10) and no more than thirty (30) days prior to any meeting of the Board

concerning adoption of the proposed annual budget or increase or the establishment of an assessment; provided that the assessment must be fixed and the Owners notified of the assessment at least thirty (30) days in advance of each annual assessment period.

(g) To set, give notice of and collect assessments from the Owners as provided in the Declaration;

(h) To pay the Common Expenses;

(i) To borrow money for the purpose of improving the Common Area and facilities; provided, however, that any mortgage of the Property shall be approved in advance by the affirmative vote of two-thirds (2/3) of the Voting Members and that the rights of such mortgagee in said Property shall be subordinate to the rights of the Owners;

(j) To adopt and, from time to time, to amend such reasonable rules and regulations as the Board may deem advisable for the use, enjoyment, administration, management, maintenance, conservation and beautification of the Common Area, and for the health, comfort, safety and general welfare of the Owners and occupants of the property. Written notice of any such rules and regulations or amendments thereto shall be given to all Owners affected thereby and the Common Area and the Lots shall at all times be maintained and administered subject to such rules and regulations;

(k) To suspend the voting rights and the rights to use any recreational facilities located on the Common Area of any Owner not in good standing. (For the purpose of these By-Laws, the term "in good standing" shall mean being current in the payment of all lawful charges, annual and/or special assessments and not subject to any pending disciplinary action or sanction for infraction of the covenants, rules and regulations.);

(l) To act in a representative capacity in relation to matters involving the Common Areas of the Association or more than one Dwelling Unit on behalf of the Owners as their interests may appear;

(m) To declare the office of a director to be vacant in the event a director shall be absent without cause from three (3) consecutive regular meetings of the Board.

(n) The Board shall meet at least four (4) times annually.

(o) A Member of the Board of the common interest community Association may not enter into a contract with a current Board Member, or with a corporation or partnership in which a Board Member or a Member of his or her immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to unit Owners within twenty (20) days after a decision is made to enter into the contract and the unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the unit Owners, for an election to approve or

disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within 30 days after filing the petition. For purposes of this subsection, a Board Member's immediate family means the Board Member's spouse, parents, and children.

(p) The Association may engage the services of a manager or management company.

(q) The Association shall have one class of Membership unless the declaration or bylaws provide otherwise; however, this subsection (f) shall not be construed to limit the operation of subsection (c) of Section 1-20 of the Act.

(r) The Board shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from unit Owners for violations of the declaration, bylaws, and rules and regulations of the common interest community Association.

5.13. MEETINGS PROCEDURES: Where there is more than one owner of a unit, if only one of the multiple Owners is present at a meeting of the Association, he or she is entitled to cast all the votes allocated to that unit. A unit owner may vote:

(a) By proxy executed in writing by the unit owner or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the community instruments or the written proxy itself provide otherwise, proxies will not be valid for more than eleven (11) months after the date of its execution;

(b) By submitting an Association-issued ballot in person at the election meeting;

(c) By submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the declaration or bylaws;

(d) The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the voting interest for the unit and the vote itself, provided that the Association shall further adopt rules to verify the status of the unit owner issuing a proxy or casting a ballot. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election; or

(e) The purchaser of a unit from a seller other than the developer pursuant to an installment contract for purchase shall, during such times as he or she resides in the unit, be counted toward a quorum for purposes of election of Members of the Board at any meeting of the unit Owners called for purposes of electing Members of the Board, shall have the right to vote for the election of Members of the common interest

community Association and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights.

ARTICLE VI

OFFICERS

6.01. OFFICERS: The officers of the Association shall be a President, Vice President, a Secretary, a Treasurer and such assistants to such officer or officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board for a term of one (1) year. The President and Vice President shall be Directors. All other officers may, but need not be, Directors. No person shall hold more than one officer position simultaneously; provided, however, that the Secretary and Treasurer positions may be held by the same person.

6.02. POWERS OF OFFICERS: The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such limited to the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Board and Owners;

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;

(c) The Secretary shall record the votes and keep minutes of the Board and of the Owners, shall have custody of the corporate seal and have charge of such other books, papers and documents as the Board may prescribe and shall serve all required meeting notices;

(d) The Treasurer shall oversee preparation of an annual budget and statement of income/expenditures for distribution to each Owner, shall be the financial officer of the Association and shall monitor financial matters in coordination with the Board, the manager, the managing agent or bookkeeper for the Association and report to the Board concerning all financial matters of the Association.

6.04. COMPENSATION/REIMBURSEMENT FOR EXPENSES: Officers shall receive no compensation for their services as officers except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, an Officer shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as an Officer.

ARTICLE VII
COMMITTEES DESIGNATED BY BOARD

7.01. AUTHORITY: Each committee designated by the Board may make recommendation to the Board or to the officers as specified in the resolution establishing the committee. No committee shall act on behalf of the Association or bind it to any action.

7.02. DESIGNATION: Committees may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, Members of each committee shall be Owners in good standing. The President shall appoint the committee Members. Any Member thereof may be removed by the President whenever in his judgment the best interests of the Association shall be served by such removal. The powers and the duties of any committee shall be as set from time to time by resolution of the Board.

7.03. The Board shall establish a Nominating Committee consisting of the chairman and two (2) or more Members prior to each annual meeting to serve until the close of that annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among Owners.

7.04. The Board may establish other committees as deemed appropriate in carrying out its purposes, such as:

(a) **Architectural Control Committee:** to consider, pursuant to Article VIII of the Declaration, plans and specifications for proposed exterior additions, changes or alterations to or erection of any building, fence, wall or other structure upon the Properties and to advise the Board with its findings;

(b) **Recreation Committee:** to advise the Board on all matters pertaining to the recreational program and activities of the Association and to perform such other functions as the Board in its discretion determines;

(c) **Maintenance Committee:** to advise the Board on all matters pertaining to the maintenance, repair or improvement of the Properties and to perform such other functions as the Board in its discretion determines;

(d) **Publicity Committee:** to inform the Members of all activities and functions of the Association and, after consultation with the Board, to make such public releases and announcements as are in the best interests of the Association;

(e) **Finance Committee:** to assist the Treasurer in supervising the annual audit of the Association's books and to recommend the proposed budget and statement

of income/expenditures to be presented to the Membership. The Treasurer shall be a Member of the committee;

(f) **Judiciary Committee:** to conduct hearings on violation notices for alleged infractions of the covenants, rules and regulations and to report to the Board its findings and recommendations for fines or other sanctions in accordance with the Declaration, these By-Laws and the Rules and Regulations of the Association; and

(g) **Nominating Committee:** to establish rules and screen candidates for election to the Board.

7.05. DUTIES: In addition to the duties set forth in the resolution establishing the committee, it shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities within its area of responsibility. It shall handle such complaints and recommend to the Board solutions for them as it deems appropriate or refer them to such other committee, director, officer or agent of the Association as is further concerned with the matter presented.

7.06. TERM: Unless otherwise specified, each Member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated or unless such Member shall be removed from such committee or unless such Member shall cease to qualify as a Member thereof.

7.07. CHAIRMAN: The chairman of each committee may be a Director, who shall act as the liaison between the committee and the Board.

7.08. VACANCIES: Vacancies in the Membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.09. QUORUM: Unless otherwise provided in the resolution of the Board establishing the 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.

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

7.11. MEETINGS: Committee meetings may be open to the Membership, subject to the discretion of the chairman. Any Director may attend or serve as an **ex-officio** Member of any committee.

ARTICLE VIII
CONTRACTS, CHECKS, DEPOSITS AND FUNDS

8.01. CONTRACTS: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

8.02. PAYMENTS: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association, but in no event shall there be less than two signatures.

8.03. BANK ACCOUNTS: All funds of the Association 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 shall elect.

8.04. SPECIAL RECEIPTS: The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX
FISCAL MANAGEMENT

9.01. FISCAL YEAR: The fiscal year of the Association shall begin on the first day of January each year, except the first fiscal year of the Association shall begin at the date of incorporation, and shall end on the last day of December of such year.

9.02. ANNUAL STATEMENT: Within a reasonable time after the close of each fiscal year, the Board shall furnish each Owner with an itemized accounting of the Common Expenses for the preceding year actually incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

9.03. SPECIAL STATEMENT: Within ten (10) days after receipt of a written request from an Owner (together with payment of a reasonable fee, if any, set by the Board), the Board shall provide the Owner with a statement containing the following information:

(a) The status of the Owner's account and the amount of any unpaid assessments or other charges due and owing from the Owner;

(b) All information required by law with respect to the resale of any Dwelling Unit;

(c) ~~A~~ brief description of any expenditures for major repairs, alterations, additions, or improvements to the Common Areas which are anticipated within the period of twelve (12) months from the date of the statement;

(d) The status and amount of any and all Capital Reserves.

The Board may charge a reasonable fee to cover the cost of providing the information.

9.04. ASSESSMENT PROCEDURE: Annual assessments and special assessments shall be made and collected as provided in Article VI of the Declaration.

ARTICLE X **BOOKS AND RECORDS**

10.01. BOARD RECORDS.

(a) The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any unit owner in a common interest community subject to the authority of the Board, their mortgagees, and their duly authorized agents or attorneys:

- (1) Copies of the recorded declaration, other community instruments, other duly recorded covenants and bylaws and any amendments, articles of incorporation, annual reports, and any rules and regulations adopted by the Board shall be available. Prior to the organization of the Board, the developer shall maintain and make available the records set forth in this paragraph for examination and copying.
- (2) Detailed and accurate records 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, and copies of all contracts, leases, or other agreements entered into by the Board shall be maintained.
- (3) The minutes of all meetings of the Board which shall be maintained for not less than seven (7) years.

- (4) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the unit Owners, which shall be maintained for not less than one year.
- (5) With a written statement of a proper purpose, such other records of the Board as are available for inspection by Members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.
- (6) With respect to units owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the unit owner and a designation shall remain in effect until a subsequent document is filed with the Association.

(b) Where a request for records under this subsection is made in writing to the Board or its agent, failure to provide the requested record or to respond within thirty (30) days shall be deemed a denial by the Board.

(c) A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested.

(d) If the Board fails to provide records properly requested under paragraph (a) of this subsection (1) within the time period provided in that paragraph (a), the unit owner may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the unit owner prevails and the court finds that such failure is due to the acts or omissions of the Board of managers or the Board of directors.

(e) In the event of any resale of a unit in a common interest community Association by a unit owner other than the developer, the Board shall make available for inspection to the prospective purchaser, upon demand, the following:

- (1) A copy of the declaration, other instruments, and any rules and regulations.
- (2) A statement of any liens, including a statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing.
- (3) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.

- (4) A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board.
- (5) A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available.
- (6) A statement of the status of any pending suits or judgments in which the Association is a party.
- (7) A statement setting forth what insurance coverage is provided for all unit Owners by the Association.
- (8) A statement that any improvements or alterations made to the unit, or any part of the common areas assigned thereto, by the prior unit owner are in good faith believed to be in compliance with the declaration of the Association. The principal officer of the Board or such other officer as is specifically designated shall furnish the above information within 30 days after receiving a written request for such information. A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the Association or the Board to the unit seller for providing the information.

ARTICLE XI **SEAL**

11.01. The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

ARTICLE XII **AMENDMENTS**

12.01. These By-Laws may be amended at any time or from time to time by the vote of a majority of a quorum of the Voting Members present in person or by proxy at a regular or special meeting of the Owners called for the purpose of considering the proposed amendment. No provision of these By-Laws may be amended so as to conflict with the provisions of the Declaration, the remaining By-Laws, the Articles of Incorporation or Illinois law.

12.02. Any amendment to the By-Laws must be recorded.

EXHIBIT C

CERTIFICATION AS TO BOARD APPROVAL

I, DEBORAH CHRISTENSEN, do hereby certify that I am the duly elected and qualified Secretary for The Oaks Planned Unit Development, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration for The Oaks Planned Unit Development, was duly approved by two-thirds (2/3) of the Board Members, in accordance with the provisions of the Common Interest Community Association Act. Further, the owners have not filed a petition with the Board, pursuant to the requirements of the Common Interest Community Association Act objecting to the adoption of this amendment.

Deborah Christensen
Secretary

Subscribed and Sworn to before me
this 25th day of October, 2010.

[Signature]
Notary Public

My Comm

