

Summerfield Gardens
Condominium
Declaration

*pr attachments
see P.C. 61 pg 156 (lot 7)
and P.C. 61 pg 157 (lot 9)*

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2003R68631

STATE OF ILLINOIS
MADISON COUNTY
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09-09-2003 10:07:25 A

DANIEL R. DONOHOO
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DOC. FEE: 215.00
PAGES: 73

REC. I.D. # 20-0235766

DECLARATION OF CONDOMINIUM
UNDER THE ILLINOIS CONDOMINIUM PROPERTY ACT
FOR
SUMMERFIELD GARDENS CONDOMINIUM

*215.00
2003R68631
(1,000 cash)*

This Declaration is made on Aug. 29, 2003 pursuant to the Illinois Condominium Property Act by Homes by Emmons and Wickenhauser, an Illinois partnership, and Robert L. Emmons and Sarah J. Emmons, husband and wife, and Philip L. Wickenhauser and Mary T. Wickenhauser, husband and wife, all of Madison County, Illinois, hereinafter referred to collectively as "Developer" or "Declarant", said terms to be used interchangeably herein.

Recitals

Developer is the fee simple record titleholder of certain lands and all other improvements constructed or to be constructed thereon, herein collectively referred to as the "property", and which land is located in the Village of Godfrey, Madison County, Illinois and is particularly described on Exhibit A which is attached hereto and made a part hereof and which land is depicted on the survey plats entitled "Summerfield Gardens Condominium Plat--Lot 7 in Summerfield Gardens" and "Summerfield Gardens Condominium--Lot 9 in Summerfield Gardens" which are recorded in Plat Cabinet 61 at Pages 156 and 157 and which are referred to herein as Exhibits B-1 and B-2 and which survey plats are incorporated herein by reference.

Developer herewith declares certain divisions, covenants, restrictions, limitations, conditions and uses respecting the property and intends hereby to submit the property to the provisions of the Illinois Condominium Property Act, and further intends by this Declaration to create covenants running with the land and binding Developer, and its successors and assigns forever.

The name by which the property shall be known is
"Summerfield Gardens Condominium".

Article One

Definitions

For the purposes of this Declaration, certain words and terms used herein are defined as follows:

Act: The Illinois Condominium Property Act as amended from time to time.

Association: The Summerfield Gardens Condominium Association, an Illinois not-for-profit corporation, its successors and assigns.

Board: The Board of Managers of the Association, as constituted at any time. The Board of Directors of the not for profit corporation formed to constitute the Association shall serve as the Board of Managers.

Bylaws: The bylaws of the Association which are attached to this declaration as Exhibit D.

Common Elements: All of the condominium property, except the dwelling units.

Common Expenses: The expenses of administration (including management and professional services), maintenance (including snow removal on drives and walks and the maintenance of storm water detention facilities within the development), operation, repair, replacement, and landscaping (including lawn care and maintenance) of the common elements; the cost of additions, alterations, or improvements to the common elements; the cost of insurance required or permitted to be obtained by the Board; utility expenses for the common elements including street lighting for the development; any expenses designated as common expenses by the Act, this declaration, or the bylaws; if not separately metered or charged to the owners, the cost of waste removal, water, sewer, or other necessary utility services to the condominium property; real estate taxes and assessments levied against the common elements (except as otherwise provided herein); and any other expenses lawfully incurred by the Association for the common benefit of all of the owners.

Condominium Instruments: This declaration and the bylaws of The Summerfield Gardens Condominium, as amended or supplemented from time to time.

Declaration: This instrument with all exhibits to, as amended or supplemented from time to time.

Developer: Homes by Emmons and Wickenhauser, an Illinois partnership, and Robert L. Emmons, Sarah J. Emmons, Philip L. Wickenhauser, and Mary T. Wickenhauser their successors and assigns other than purchasers of individual dwelling units.

Development: The residential development in which the condominium is located known as "Summerfield Gardens" as shown on the Final Plat of Summerfield Gardens Phase 1 which is entitled on the Final Plat as "A Subdivision located in the Northeast $\frac{1}{4}$ of Section 33, Township 6 North, Range 10 West of the 3rd Principal Meridian, Part of which is a resubdivision of Part of Lot 47, Summerfield--Phase 1, Village of Godfrey, Madison County, Illinois", which subdivision will be developed in phases and portions of which will subsequently be added to and made subject to the provisions of this Declaration in accordance with the provisions of Article Fifteen below.

Dwelling Unit: A part of the condominium property designated as a "Unit" on the plat of the condominium property, consisting of one or more rooms designed or intended for independent occupancy. Each dwelling unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as measured from the interior face of the exterior framing members and which planes will constitute the boundaries of the dwelling unit as shown on the plat and the fixtures and improvements located wholly within those boundaries which serve the dwelling unit exclusively. A dwelling unit shall not include the exterior walls, roof or structural components of the condominium property or any component of a system which serves more than one dwelling unit where the component is an integral part of the system and is not intended to serve the dwelling unit exclusively.

Each dwelling unit is identified on the plat by a distinguishing number or other symbol. The legal description of each dwelling unit shall refer to the identifying numbers or symbol and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

First Mortgagee: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a unit ownership. Any reference to a specified percentage of the first mortgagees shall mean the first mortgagees of that number of dwelling units which is equal to the number of dwelling units covered by first mortgages, first trust deeds or equivalent security interests multiplied by the percentage, rounded upward to the next full number.

Limited Common Elements: A portion or portions of the common elements which are designated by this Declaration or the plat as being a limited common element appurtenant to and for the exclusive use of owners of one or more, but less than all, of the dwelling units. Without limiting the above, the limited common elements assigned and appurtenant to each dwelling unit shall include:

"Exclusive limited common elements" such as, but not limited to, (a) porches (including screened in porches and sunrooms), decks and patios which are appurtenant to a dwelling unit and which are not included within the boundaries of the unit, (b) outdoor lighting serving the dwelling unit which is controlled from within a dwelling unit, (c) walks, driveways, parking areas, detached and accessory structures exclusively serving the particular dwelling unit and (d) any system or component part which serves the dwelling unit exclusively to the extent that the system or component part is located outside the boundaries of the unit.

"Nonexclusive limited common elements" which include elements which serve more than one, but not all, dwelling units, and the exterior walls, roof, structural members, and any integrated systems serving a multiple family building, including, but not limited to electrical, plumbing, heating, ventilating, and air conditioning systems to the extent that such systems serve more than one dwelling unit within a multiple family building.

Limited Common Elements may be appurtenant to any combination of dwelling units as determined by the Developer at the time of construction of the dwelling unit or by the Board following construction and occupancy.

Majority or Majority of Unit Owners: Except where otherwise expressly provided, the owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership in the

common elements. Any other specified percentage of the unit owners means the percentage in the aggregate of the undivided ownership in the common elements.

Parcel or Condominium Parcel: The real estate which is legally described in Exhibit A, from time to time, together with all appurtenant rights.

Person: A natural individual, corporation, partnership, trustee, limited liability company, or other legal entity capable of holding title to real property.

Plat: The plat or plats of the survey attached as Exhibit B, and such other plats as may be made a part of this declaration, which set forth the measurements, elevations, and locations of the condominium property, and the location of the planes which constitute the perimeter boundaries of each dwelling unit, a distinguishing number or other symbol to identify each dwelling unit, and such other data as may be required by the Act.

Property or Condominium Property: All the land, property, space comprising the parcel, all improvements and structures erected, constructed or contained within the parcel, including buildings and units, and all easements, rights and appurtenances belonging to it, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the owners, submitted and subjected to the provisions of the Act as part of the condominium property now or subsequently.

Record: To record with recorder of deeds of Madison County, Illinois.

Turnover Date: The date on which any one of the following shall first occur when the Board of the Association will be elected by the members:

(a) The Developer has conveyed seventy-five percent (75%) of the units in Developer's residential development known as "Summerfield Gardens" to purchasers for value;

(b) The expiration of five (5) years from the date of the recording of this declaration; or

(c) The date designated in a written notice from the Developer to all of the owners as being the turnover date.

Undivided Interest: The percentage of ownership interest in

the common elements appurtenant to a dwelling unit as now and subsequently allocated on Exhibit C, as Exhibit C may be amended from time to time.

Unit: A part of the condominium property consisting of one dwelling unit and its undivided interest.

Unit Owner (Owner): The person or persons holding fee simple record title to a unit and its appurtenant undivided ownership in the common elements, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Voting Member: The individual who shall be entitled to vote in person or by proxy at meetings of the owners, as more fully set forth in Article Four.

Article Two

Scope of Declaration and Certain Property Rights

Real Estate Subject to Declaration: The Developer, as the owner of fee simple title to the condominium parcel, subjects the entire condominium parcel to the provisions of this declaration. The Developer, as the owner of fee simple title to the condominium parcel, also expressly intends to and, by recording this declaration, subjects and submits the condominium parcel and the condominium property to the provisions of the Act.

Conveyances Subject to Declaration: All easements, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this declaration shall be deemed as covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in the development area, and their respective heirs, successors, personal representatives or assigns. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this declaration shall be sufficient to create and reserve all of the easements, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this declaration, as fully and completely as though they were set forth in their entirety in any documents of this type.

Encroachments: In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of the condominium property or any part of it, (i) any part of the common elements encroaches or shall afterwards encroach on any part of any dwelling unit, or (ii) any part of any dwelling unit encroaches or shall afterwards encroach on any part of any other dwelling unit or the common elements there shall be deemed to be an easement in favor of the owners for the maintenance and use of any of the common elements, including limited common elements, which may encroach on a dwelling unit. There shall be deemed to be an easement in favor of any owner for the exclusive use of any part of the dwelling unit which shall encroach on the common elements or any other dwelling unit; provided, however, that in no event shall an easement for any encroachment be created in favor of any owner if the encroachment occurred due to the willful or negligent conduct of the owner or agent of the owner.

Ownership of Common Elements: Each owner shall own an undivided interest in the common elements as a tenant in common with all the other owners. Each dwelling unit's corresponding percentage of ownership in the common elements (undivided interest) has been determined by the Developer as required under the Act to be set forth in Exhibit C attached to this declaration. Exhibit C may not be changed without unanimous written approval of all owners and all first mortgagees, except as otherwise herein provided or as permitted under the Act. The common elements shall remain undivided and no owner shall bring any action for partition.

Owners' Rights to Use the Common Elements:

(a) Each owner shall have the right to use the common elements (except the limited common elements or portions occupied pursuant to leases, licenses or concessions made by the Board) in common with all other owners, as may be required for ingress to and egress from a respective dwelling unit, and for any other purposes not prohibited.

(b) Each owner shall have the right to the exclusive use and possession of the exclusive limited common elements which serve the owner's dwelling unit. Each owner shall have the right to the nonexclusive use, in common with other owners, of the limited common elements which serve the owner's dwelling unit and the dwelling units of other, but not all, owners.

(c) The rights to use and possess the common elements, including the limited common elements provided, shall extend to

each owner, and the agents, servants, tenants, family and invitees of each owner and these rights and easements shall be subject to and governed by the provisions of the Act, this declaration, the bylaws, and the reasonable rules and regulations of the Board.

Lease of Common Elements: The Board shall have the right and authority, subject to the provisions of this declaration and the bylaws, to lease or grant licenses or concessions with respect to, or charge use and/or guest fees in connection with the use of, portions of the common elements (other than limited common elements). The rental, fees, and terms of any lease, license or concession of this type shall be determined by the Board, and any and all proceeds from them shall be used to pay the common expenses and shall be taken into account in the preparation of the annual budget.

Utility and Access Easements: Each owner of a dwelling unit, and the Developer shall have a non-exclusive easement for vehicular and pedestrian access over and across roadways and walkways from time to time located on the parcel. Public and private utilities serving the condominium property are granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the condominium property for the purpose of providing utility services to the condominium property. Any municipality or other governmental authority which has jurisdiction over the parcel or which undertakes to provide services to the parcel are granted access easements for ingress to and egress from, over and across the condominium property for the purpose of providing any services of this nature.

Additional Easements/Dedications: In addition to the easements provided for, the Board, on behalf of all of the owners, shall have the right and power (a) to dedicate to the public or grant easements with respect to portions of the common elements (including the limited common elements) as the Board deems necessary and proper, including, without limitation, streets and ways, access easements for emergency and service vehicles operated by any governmental authority or private enterprise or dedication of portions of the common elements to any County or any municipality or other governmental authority which has or may come to have jurisdiction over the parcel and/or (b) to cancel or modify any easement which affects the condominium property and does not benefit an owner as the Board shall, in its discretion, determine. Without limiting the foregoing, the Board shall grant the easements or make the

dedications as the Developer may from time to time request including, but not limited to, the easements as may be required to construct and maintain improvements on the common elements. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a unit ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel or otherwise change the easements or dedications provided for in this section. Any instrument executed pursuant to the power granted in this declaration shall be executed by the president and attested to by the secretary of the Association and duly recorded.

Board's Right of Entry: The Board or its agents, on reasonable notice or, in the case of any emergency, without notice, shall have the right to enter any dwelling unit, including any appurtenant exclusive or nonexclusive limited common elements, when necessary, in connection with any maintenance, repair and replacement for which the Board is responsible. This entry shall be made with as little inconvenience to the owner as practicable, and any damage caused by the entry shall be repaired by the Board, as a common expense.

Separate Mortgages: Each owner shall have the right, subject to these provisions, to make a separate mortgage or encumbrance or other lien on the owner's 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 condominium property or any part of it, except only to the extent of the owner's unit ownership.

Real Estate Taxes: Real estate taxes, special assessments, and any other special taxes or charges of Illinois or any duly authorized subdivision or agency, are to be separately taxed to each owner for the owner's unit ownership, as provided in the Act. Where a tax bill is issued which affects the condominium property as a whole or portions of the common elements and not individual units, then each owner shall pay the owner's proportionate share in accordance with the owner's undivided interest. On the affirmative vote of voting members representing a majority of the votes in the Association, the Board, on behalf of all owners, shall have the authority to seek relief for the owners from any taxes, special assessments or charges against the common elements, and any expenses incurred in connection with that relief shall be common expenses.

Storage Areas: Any storage areas in any building which is part of the condominium property which are located outside of the respective dwelling units shall be part of the common elements and shall be allocated to the respective owners of the dwelling units and subject to any rules and regulations as the Board may prescribe.

Drives, Walks and Parking Areas: Other than snow removal which should be a common expense, the cost of maintenance and upkeep of all drives, walks and parking areas which serve or are directly appurtenant to a dwelling unit in the condominium property shall generally be an exclusive limited common element with the expense thereof to be associated with the particular dwelling units. The Board shall, however, have the authority to operate, maintain and use other drives, walks and parking areas, on behalf of the owners which shall be common elements and to adopt any regulations as it shall deem necessary governing the use of all parking areas including those which are limited common elements.

Street Lighting: The Board shall provide street lighting for the Development as a common element and expense which will comply with the requirements of the Village of Godfrey, Illinois.

Article Three

Use, Occupancy and Maintenance of the Property

Maintenance, Repairs and Replacements of Common Elements:

(a) Except as otherwise specifically provided in this declaration, the maintenance, repair and replacement of the common elements (including nonexclusive limited common elements serving more than one, but not all units) shall be furnished by the Board as part of the common expenses.

(b) Each owner shall furnish at the owner's expense all of the maintenance, repair and replacement of the exclusive limited common elements appurtenant to the owner's dwelling unit, such as walks, driveways, porches, decks, and patios (see the definition of "exclusive limited common elements" above), subject, however, to the prior approval of the Board. With respect to any exclusive limited common element, by agreement of the Board and owner, the Board may provide for the maintenance, repair and replacement of the exclusive limited common element at the expense of the owner. If in the opinion of the Board an owner

has failed to furnish the work required above for the exclusive limited common elements and in the judgment of the Board the failure adversely affects the appearance or structural integrity of the condominium property, generally, and/or other units in the condominium, then the Board may cause the work to be furnished and charge the owner for the cost of the work.

(c) With respect to a particular category or class of nonexclusive limited common elements (that is, other than the exclusive limited common elements appurtenant solely to the owner's dwelling unit) which benefit or serve more than one, but not all, units, such as the roof or exterior walls of the building in which two units are located (see the definition of "nonexclusive limited common elements" above), instead of furnishing the maintenance, repair or replacement of the category or class of limited common elements as a common expense of the condominium, the Board may, in its discretion, (i) require each owner to furnish the services to such limited common elements which are appurtenant to the owner's dwelling unit at the owner's own expense, or (ii) the Board may furnish the services to the limited common elements, but assess the cost of them directly to the owners of dwelling units so benefited on the basis of undivided interests or in equal shares, whichever the Board determines, in its sole discretion, to be appropriate.

Construction, Maintenance, Repair and Replacement of Dwelling Units:

(a) Each owner shall furnish and be responsible, at the owner's expense, for the maintenance, repairs and replacements of the owner's dwelling unit (as defined above) and shall keep the owner's dwelling unit in good condition and repair. The Board may, in its discretion, cause maintenance services to be performed to a dwelling unit at the request of an owner and may charge a reasonable fee for the services.

(b) Whenever the Board shall determine, in its discretion, that any maintenance, repair, or replacement of any dwelling unit is necessary to protect the common elements or any other portion of the condominium property, including other dwelling units (i) if the work is made necessary through the fault of the owner, then the Board may direct the owner to perform the maintenance, repair, or replacement and pay the cost, or (ii) if the work is made necessary through no fault of the owner, then the Board may cause the work to be done and the cost shall be a common expense. If an owner fails or refuses to perform any necessary maintenance, repair, or replacement within a reasonable time

after directed by the Board pursuant to the preceding sentence, then the Board may cause this maintenance, repair, or replacement to be performed at the expense of the owner. The determination of whether or not the work is made necessary through the fault of the owner shall be made by the Board and the determination shall be final and binding.

Initial Construction of Dwelling Unit: The Developer will select the general contractor for the construction of all dwelling units in order to assure the quality of construction and consistency of design. The general contractor selected by the Developer will construct each dwelling unit as part of an improvement within the condominium development. The Developer may impose, among other things, requirements regarding the architectural style and exterior appearance of the structure, its size, dimensions, exact location on the lot, building materials, quality of construction, and compliance with building codes or standards whether or not such codes or standards are in force in the jurisdiction in which the condominium property is located. Each dwelling unit will have certain general exterior characteristics in common with reference to the front elevation and the floor plan of the dwelling unit. These general requirements will be pre-approved by the Developer. The Developer's written approval of the initial construction of the dwelling unit shall be required prior to the commencement of construction, and the Developer's decision shall be final with respect to the approval or disapproval of the plans for the dwelling unit. In the event that the Developer fails to notify the owner within thirty (30) days of the date the owner submits the plans to the Developer of the Developer's approval or disapproval of the plans, the plans will be deemed to have been approved.

Additions, Alterations or Improvements:

(a) The Board may authorize and charge as a common expense (or in the case of limited common elements may charge the owners who benefit) additions, alterations, or improvements to the common elements. Subject to the provisions regarding the imposition of special assessments, the cost of any work of this nature to the common elements may be paid out of a special assessment.

(b) No additions, alterations or improvements shall be made by an owner to any part of the common elements and after initial construction, no additions, alterations or improvements shall be made by an owner to the exterior of the owner's dwelling unit or

to the limited common elements (exclusive or nonexclusive) without the prior written consent of the Board. The Board may, but shall not be required to, condition its consent to the making of an addition, alteration or improvement by an owner on the owner's agreement either (i) to be solely responsible for the maintenance of the addition, alteration or improvement, subject to the standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by an owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

(1) Require the owner to remove the addition, alteration or improvement and restore the condominium property to its original condition, all at the owner's expense; or

(2) If the owner refuses or fails to properly perform the work required under (1), the Board may cause the work to be done and may charge the owner for the cost as determined by the Board; or

(3) Ratify the action taken by the owner, and the Board may, but shall not be required to, condition the ratification on the same conditions which it may impose on the giving of its prior consent under this section.

No unit owner shall install any satellite receiving dish larger than 18 inches in diameter or antenna, radio antenna (including citizens band and ham radio), television antenna, machine or other apparatus or external fixture on the exterior of any dwelling, except with the prior approval of the Developer or the Board. The location for the installation of satellite receiving dishes or antennas 18 inches or less in size will be subject to the prior approval of the Board.

Damage Caused by Owner: If, due to the act of or the neglect of an owner, or a household pet or of a guest or other authorized occupant or invitee of the owner, damage shall be caused to a part of the condominium property and maintenance, repairs or replacements shall be required which would otherwise be a common expense, then the owner shall pay for the damage and any maintenance, repairs, and replacements, as may be determined by the Board, to the extent not covered by insurance, if any, carried by the Association.

Use Restrictions: Except as otherwise expressly provided in the declaration, each dwelling unit shall be used only as a single family residence by the unit owner and the unit owner's family, tenants, and social guests and no business, industry, trade, craft or nonresidential activity shall be conducted in the dwelling unit; provided, that, no unit owner shall be precluded with respect to the owner's dwelling unit, from (i) maintaining a personal professional library, (ii) keeping the owner's personal business records or accounts in it, (iii) handling the owner's personal business or professional calls or correspondence there, or (iv) conferring with business or professional associates, clients, or customers. No portion of a unit may be rented other than the entire unit, and no unit may be rented for hotel or transient purposes. No immoral, improper, offensive or illegal or unlawful uses or activities will be made of or on the condominium property or any dwelling unit, and each unit owner, at the owner's own expense, will comply with, perform, and fully satisfy all municipal, county, state, and federal laws, statutes, ordinances, regulations, orders, or requirements affecting the owner's unit.

Window Treatment/Covering: The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible from the exterior of the dwelling unit shall be subject to the rules and regulations of the Board.

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 condominium property or common elements, rather than against a particular unit ownership. When less than all the owners are responsible for the existence of any lien of this nature, the owners responsible shall be jointly and severally liable for the amount necessary to discharge it and for all costs and expenses (including attorney's fees) incurred by reason of the lien.

Use Affecting Insurance: Nothing shall be done or kept in any dwelling unit or in the common elements by any owner which will increase the rate of insurance on the condominium property or its contents without prior written consent of the Board. No owner shall permit anything to be done or kept in the owner's dwelling unit or in the common elements which will result in the cancellation of insurance on the condominium property or which would be in violation of any law.

Signs: Except as provided herein or permitted by the Board, no "For Sale", "For Rent", or other solicitation or advertising

sign or window display shall be maintained or permitted on the condominium property, provided that the Developer or the Developer's agent may place "For Sale" or "For Rent" signs on any unsold or unoccupied units or on the common elements, including signs advertising the development in general.

Animals: No animals shall be raised, bred or kept in any dwelling unit for any commercial purpose. No dogs, cats, horses, or other animals shall be permitted on the condominium property, except as may be allowed by the Board from time to time pursuant to the rules and regulations governing the keeping of pets in the dwelling units and on the condominium property. These rules and regulations may prohibit certain species of pets from being kept in the dwelling units or on the condominium property. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a dwelling unit on five (5) days' written notice from the Board to the owner of the dwelling unit containing the pet, and the decision of the Board shall be final.

Structural Impairment: Nothing shall be done to any part of the condominium property which would impair the structural integrity of any building or structure located on the condominium property.

Proscribed Activities: No noxious or offensive activity shall be carried on in the condominium property and nothing shall be done in the condominium property, either willfully or negligently, which may be or become an annoyance or nuisance to the owners or occupants of the dwelling units. No excessive noise shall be created in, on, or from any unit.

No Unsightly Uses: No clothes, sheets, blankets, laundry of any kind, or other similar articles shall be hung out on any unit or part of the common elements, except as permitted by rules and regulations of the Board. The condominium property shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed on the property. All trash and rubbish shall be deposited in the areas and receptacles as shall be designated by the Board.

Parking: Except for occasional social events, parking shall be restricted to the garage, driveway, and any parking area associated with each unit as limited common elements. The Board may establish parking regulations for the streets and ways in the common elements of the condominium property. Recreational vehicles, campers, boats, trailers and other vehicles may not be parked or stored permanently on condominium property, unless and

except such storage receives prior Board approval and provision is made for fully enclosed storage as part of the construction of a dwelling unit or storage facilities are constructed as part of the common elements. Temporary or short term parking of recreational vehicles, campers, boats, and trailers may be prohibited and/or limited by rules and regulations promulgated by the Board. Parking of all other vehicles, including nonpassenger vehicles, may be prohibited and/or limited by rules and regulations promulgated by the Board. The Board, after notice to a unit owner, may cause any improperly parked or stored vehicle to be removed at the unit owner's sole expense which shall constitute a lien on the unit owner's property if not paid.

No Outbuilding or Structures Beyond Dwelling Unit: No owner shall construct any outbuilding, storage shed or other structure outside the owner's unit except with the prior approval of the Board. This shall include, but not be limited to, the modification of, addition to, or alteration of any limited common element (whether exclusive or nonexclusive). Any such outbuildings or structures as may be approved by the Board will become and constitute exclusive limited common elements which will be appurtenant to the unit and the responsibility of the unit owner and subject to the restrictions herein regarding additions, alterations or improvements.

Drainage and Access Easement/Detention Basin. The detention basin located on Lots 5, 6, and 7 of Summerfield Gardens-Phase I as shown on the Final Plat thereof, shall be maintained by the Board as a common element of the condominium as may be required by the Village of Godfrey, Illinois or any other unit of government with jurisdiction and for the benefit of the condominium. Access to the detention basin shall be afforded on a perpetual basis by the utility, drainage and access easement shown on the final plat of Summerfield Gardens and the Board shall be responsible for maintaining such access. The Drainage and Access easement will provide for and allow the installation and maintenance of and access to storm drainage detention facilities for the Development as shown on the Final Plat and as required by Ordinance 44-2001 of the Village of Godfrey as in effect at the date of the Final Plat's approval. Areas shown on the Final Plat of the Development for drainage, and access are reserved for storm water detention and drainage in accordance with the provisions of Ordinance 44-2001. In such easements no landscaping or structures will be constructed, placed, or located within the easement area in any manner which might obstruct, impede or interfere with the flow of storm drainage, detention, or access to or the operation or maintenance of the storm

drainage detention facilities, located within the easement. Until the turnover date, the Developer will be responsible for the maintenance of the storm drainage detention facilities, in the easement area. After the turnover date, the Association shall be responsible for the maintenance of the storm drainage detention facilities as a common element and expense to the extent required by the ordinances of the Village of Godfrey, Illinois.

Rules and Regulations: The use and enjoyment of the condominium property shall be subject to reasonable rules and regulations duly adopted by the Board from time to time; provided that no rule or regulation shall be effective unless and until at least ten (10) days' notice is given to all owners.

Article Four

The Association

The Association: The Developer will cause the Association to be incorporated as a not-for-profit corporation. The Association shall be the governing body for all of the owners and for the administration and operation of the condominium property as provided in the Act, this declaration and the bylaws. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all owners and their respective successors and assigns.

Membership:

(a) There shall be only one class of membership in the Association. The owner of each unit will be a member of the Association. There shall be one membership per unit ownership. Membership shall be appurtenant to and may not be separated from ownership of a unit. Ownership of a unit shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a unit within ten (10) days after the change.

(b) One individual shall be designated as the "voting member" for each unit ownership. The voting member or the voting member's proxy shall be the individual who shall be entitled to vote at meetings of the owners. If the record ownership of a dwelling unit shall be in more than one person, or if an owner is a trustee, corporation, partnership, or other legal entity, then the voting member for the unit shall be designated by the owner

or owners in writing to the Board and if in the case of multiple individual owners no designation is given, the Board at its discretion may designate the voting member for the unit.

The Board: Prior to the turnover date and the initial meeting of the members, the Board shall consist of the persons appointed by the Developer as provided in the bylaws. From and after the turnover date and the initial meeting of the members, the Board shall consist of the number of individuals provided for in the bylaws, each of whom shall be an owner or a voting member, subject to the Developer's right to designate at least one Board member so long as the Developer owns any unit within the property. The Board shall be elected at each annual meeting of the owners as provided in the bylaws.

Voting Rights: Whenever a vote of the owners of the Association is required, at any meeting of the owners or otherwise, the votes shall be cast by the voting members or their proxies and each voting member shall have a vote equal to the individual interest of the dwelling unit represented by the voting member, multiplied by 100; namely, a voting member who represents a dwelling unit which has an undivided interest of ten percent (10%) shall be entitled to cast 10 votes. Provided, however, that, when thirty percent (30%) or fewer of the units, by number, possess over fifty percent (50%) in the aggregate of the votes, any percentage vote of members specified in the Act, this declaration, or the bylaws shall require the specified percentage by number of dwelling units rather than by undivided interest.

Managing Agent: The term of any management agreement covering the management of the condominium property shall not exceed one year, and shall be terminable for cause by the Association on thirty (30) days' written notice and without cause or payment of any termination fee by either party on ninety (90) days' or less written notice.

Director and Officer Liability: Neither the directors (Managers), officers of the Association, nor the Developer shall be personally liable to the owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as directors, Managers, officers, or Developer except for acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Developer, each of the directors, officers, and Managers, their heirs, executors or administrators, against all contractual and other liabilities to others arising out of

contracts made by or other acts of the Developer, the directors, the Managers, and the officers on behalf of the Owners or the Association or arising out of their status as Developer, directors, Managers, or officers unless any such contract or act shall have been made criminally, fraudulently, or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees and litigation expenses, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, or proceeding, whether civil, administrative or other, in which the Developer, a director, manager, or officer may be involved by virtue of that person being or having been the Developer, a director, manager, or officer. This indemnity, however, shall not be operative with respect to (i) any manner as to which the person shall have been finally adjudged in the action or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of duties as the Developer, a director, manager, or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for this person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of duties as the Developer, a director, manager, or officer.

Article Five

Insurance/Destruction or Damage/Condemnation

Fire and Hazard Insurance for Common Elements: The Board shall have the authority to and shall obtain insurance for the common elements of the condominium property against loss or damage by fire and other hazards as may be required under the Act or as the Board may deem desirable, for the full insurable replacement cost of the common elements. Premiums for this insurance shall be common expenses. The insurance coverage shall be written in the name of, losses under these policies shall be adjusted by, and the proceeds of insurance shall be payable to, the Board as trustee for each of the owners in accordance with their undivided interests. All policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the first mortgagees as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Board, shall not be invalidated by any act or neglect of any owner, (iii) shall provide that notwithstanding any provision

which gives the insurer an election to restore damage in lieu of making a cash settlement, the option shall not be exercisable if the owners elect to sell the condominium property or remove the condominium property from the provisions of the Act, (iv) to the extent possible, shall provide that the policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the first mortgagee of each unit ownership, and (v) shall contain waivers of subrogation with respect to the Association, its directors, Managers, officers, employees and agents (including the managing agent), owners, occupants of the dwelling unit, first mortgagees, and the Developer or, alternatively, all the parties shall be named as additional insureds.

Insurance Trustee/Use of Proceeds: The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, on terms as the Board determines to be consistent with the provision of the Act and this declaration. The fees of the corporate trustee shall be common expenses. The rights of first mortgagees under any standard mortgage clause endorsement to these policies shall, notwithstanding anything to the contrary contained in them, at all times be subject to the provisions in the Act and this declaration with respect to the application of insurance proceeds to the repair or reconstruction of the dwelling units or common elements. Payment by an insurance company to the Board or to a corporate trustee of the proceeds of any policy, and the receipt of a release from the Board of the company's liability under the policy, shall constitute a full discharge of the insurance company, and the company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant, or to take notice of any standard mortgage clause endorsement inconsistent with these provisions, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

Other Insurance: The Board shall also have the authority to obtain the following insurance:

(a) Insurance on the condominium property against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about the condominium property, in amounts as the Board deems desirable.

(b) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any owner occurring in, on or about the condominium property or on, in or about the streets and passageways and other areas adjoining the condominium property, in amounts as the Board deems desirable covering all claims for personal injury and/or property damage arising out of a single occurrence).

(c) Worker's compensation insurance as may be necessary to comply with applicable laws.

(d) Employer's liability insurance in an amount as the Board shall deem desirable.

(e) Fidelity bond indemnifying the Association, the Board and the owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the owners in an amount as the Board deems desirable.

(f) Directors (Managers) and officers' liability insurance.

(g) Any other insurance in amounts required under the Act or deemed desirable by the Board.

The insurance coverage to the extent available will include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of these policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the Association and first mortgagees who specifically request the notice. The premiums for the foregoing insurance shall be common expenses.

Owner's Responsibility: Each owner shall obtain insurance on the contents of the owner's own dwelling unit and furnishings and personal property, and the owner's personal property stored elsewhere on the condominium property, and the owner's personal liability to the extent not covered by the liability insurance for all of the owners obtained as part of the common expenses as provided above. The Board shall have no obligation whatsoever to obtain any insurance coverage of this type on behalf of the owners. Each owner shall promptly report, in writing to the Board, all additions, alterations or improvements to the owner's dwelling unit without prior request from the Board and shall

reimburse the Board for any additional insurance premiums attributable to them, and shall be responsible for any deficiency in any insurance loss recovery resulting from the owner's failure to so notify the Board. The Board shall not be responsible for obtaining insurance on the additions, alterations or improvements unless and until the owner shall make the report and request the Board in writing to obtain the insurance, and shall make arrangements satisfactory to the Board for the additional premiums. On the failure of the owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected dwelling unit to a condition better than the condition existing prior to the making of the additions, alterations or improvements.

Waiver of Subrogation: Each owner waives and releases any and all claims which the owner may have against any other owner, the Association, its directors and officers, the Developer, the manager and the managing agent if any, and their respective employees and agents, for damage to the common elements, the dwelling units, or to any personal property located in the dwelling units or common elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for fire or other casualty insurance.

Repair or Reconstruction:

(a) In the case of damage by fire or other disaster to a portion of the condominium property (a "damaged improvement") where the insurance proceeds are sufficient to repair or reconstruct the damaged improvement, then the proceeds shall be used to repair or reconstruct the damaged improvement.

(b) In the case of damage by fire or other disaster to a portion of the condominium property where the insurance proceeds are insufficient to repair or reconstruct the damaged improvement as provided under the Act, or if the damaged improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of sixty (60) days after the occurrence which caused the damage.

(2) At the meeting, the Board shall present a plan for the repair or reconstruction of the damaged improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the damaged improvement shall be repaired or reconstructed based on the information provided by the Board under (2) above, including the proposed special assessment. The damaged improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of voting members representing at least sixty percent (60%) of the votes cast.

(4) If the voting members do not vote to repair or reconstruct the damaged improvement at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of the owners to reconsider the question of whether or not the damaged improvement shall be repaired or reconstructed. If the voting members do not vote to repair or reconstruct the damaged improvement within one hundred eighty (180) days after the occurrence which caused the damage, then the Board may (but shall not be obligated to) in its discretion record a notice as permitted under the Act.

(5) If (i) the voting members do not vote to repair or reconstruct the damaged improvement under subsection (4) above, (ii) the damaged improvement is part of a building which contains dwelling units, and (iii) the Board does not record a notice as permitted under the Act, then the Board may, with the consent of owners representing the undivided interests of a dwelling unit and the first mortgagee of the dwelling unit which is damaged amend this declaration to withdraw the building which includes the damaged improvement from the condominium as permitted under the Act. The amendment shall provide for the reallocation of undivided interests as provided in the Act. If a building is withdrawn from the condominium, then the amendment shall provide that the portion of the condominium property which is withdrawn shall be owned by the owners of dwelling unit in the withdrawn portion as tenants-in-common with each owner's interest being determined by dividing the aggregate undivided interests allocated to all of the dwelling units in the withdrawn portion into the undivided interest of the owner's dwelling unit in the withdrawn portion. The amendment shall also reallocate the undivided interests of the remaining dwelling units as provided

in the Act. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining owner shall be made to the owner and the owner's first mortgagee, as their interests may appear, on an equitable basis, determined by the Board, as provided in the Act.

(c) If the building is repaired or reconstructed, it shall be done in a workmanlike manner and the building, as repaired or reconstructed, shall be substantially similar in design and construction to the building as originally constructed, with any variations or modifications required to comply with applicable law.

(d) If the building is not repaired or reconstructed, then the damaged portion of the building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board.

Condemnation: In the case of a taking or condemnation by competent authority of any part of the condominium property, the Association shall, if necessary, restore the improvements in the remaining portion of the condominium property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. Any proceeds or awards made to the Association in connection with any taking or condemnation shall be applied first to the cost of any restoration and any remaining portion of these proceeds or awards shall be, in the discretion of the Board, either (i) applied to pay the common expenses or (ii) distributed to the remaining owners and their respective first mortgagees, as their interests may appear, based on their current undivided interests. In the event that part or all of one or more dwelling units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the declaration and the Act. The court which has jurisdiction of the action shall adjust the undivided interests of the remaining dwelling units in a just and equitable manner and as provided under the Act, and if the court fails to make the adjustment, the adjustment may be made by the Board. The president and secretary of the Association shall execute and record an instrument on behalf of the Association as required by the Act which amends this declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the undivided interests as a result of an occurrence covered by this section. From and after the effective date of the amendment referred to in the preceding sentence, the owner of a dwelling unit which is

removed in part or in whole from the provisions of this declaration shall only be liable for the payment of assessments based on the undivided interest, if any, allocated to the dwelling unit in the amendment.

Article Six

Assessments

Creation of Lien and Personal Obligation: The Developer for each unit ownership covenants, and each owner of a unit ownership by acceptance of a deed for it, whether or not it shall be so expressed in any deed or other conveyance, shall be and is deemed to covenant and agrees to pay to the Association the assessments or other charges or payments as are levied pursuant to the provisions of this declaration. These assessments, or other charges or payments, together with interest and costs of collection, if any, as provided, shall be a charge on the unit ownership and shall be a continuing lien on the unit ownership against which each assessment is made. Each assessment, or other charge or payment, together with interest and costs, shall also be the personal obligation of the owner of the unit ownership at the time when the assessment or other charge or payment is due. In a voluntary conveyance of a unit (other than by a deed in lieu of foreclosure), the grantee shall be jointly and severally liable with the grantor of all unpaid assessments against the grantor for the grantor's share of the common expenses up the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. However, any grantee under these circumstances shall be entitled to a statement from the managing agent or Board, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and the grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessment made by the Association against the grantor in excess of the amount set forth.

Allocation of Assessments: Assessments for common expenses will be allocated among unit owners in the same percentage as their undivided percentage ownership of the common elements. Assessments for expenses associated with limited common elements (exclusive or nonexclusive) will be allocated proportionately to the units served by the particular limited common element.

Purpose of Assessments: The assessments levied by the Association shall be exclusively for the purposes of promoting

the recreation, health, safety, and welfare of members of the Association, to administer the affairs of the Association, and to pay the common expenses, including expenses associated with exclusive or nonexclusive limited common elements.

Annual Assessment: Each year at least thirty (30) days before the end of the Association's fiscal year, and at least thirty (30) days before its final adoption, the Board shall furnish each owner with a proposed budget for the ensuing fiscal year which shall show the following, with reasonable explanations and itemizations:

- (a) The estimated common expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for common expenses; including a reserve fund for replacements and a general operating reserve;
- (c) The estimated net available cash receipts from sources other than assessments, including, without limitation, receipts from any leases, licenses or concessions;
- (d) The amount of the "annual assessment", which is defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above, minus excess funds, if any, from the current year's operation;
- (e) That portion of the annual assessment which shall be payable by the owner with respect to the owner's unit each month until the next annual assessment or revised annual assessment becomes effective, which monthly portion shall be equal to one-twelfth of the annual assessment multiplied by the unit's undivided interest.

The failure or delay of the Board of provide the proposed budget shall not constitute a wavier or release of the owner's obligation to pay the annual assessment and, in the absence of an annual assessment for the new fiscal year, the owner will continue to pay the assessment established for the prior fiscal year at the specified monthly rate for that assessment. When the assessment is established for the new fiscal year, the owner will pay any arrearage due in the monthly assessment installments and commence payment at the new assessment level for succeeding months.

Payment of Annual Assessment: On or before the first day of the fiscal year, and on or before the first day of each and every

succeeding month until the effective date of the next annual assessment, each owner of a dwelling unit shall pay to the Association, or as it may direct, that portion of the annual assessment, if any, which is payable by the owner. The Developer will pay annual assessments for all units owned by Developer.

Revised Annual Assessment: If the annual assessment proves to exceed funds reasonably needed, then the Board may decrease the assessments payable herein as of the first day of a month by the giving of written notice (together with a revised budget for the balance of the year and reasons for the decrease) not less than thirty (30) days prior to the effective date of the decreased assessment. This shall not, however, preclude the reasonable accumulation of funds by the Board for reserve funds.

Special Assessment: The Board may levy a special assessment (i) to pay (or build up reserves to pay) extraordinary expenses incurred (or to be incurred) by the Association for a specific purpose including, without limitation, to make additions, alterations, or improvements to the common elements, or (ii) to cover an unanticipated deficit under the current or prior year's budget. Any special assessment which will require the aggregate payment with respect to a unit of the greater of 1.5 times the most recent monthly assessment shall be subject to approval by the affirmative vote of voting members representing at least sixty percent (60%) of the votes cast at a meeting of the owners duly called for the purpose of approving the assessment. Each owner shall be responsible for the payment of the amount of the special assessment multiplied by the owner's unit's undivided interest. The Board shall serve notice of a special assessment on all owners by a statement in writing giving the amount and reasons, and the special assessment shall be payable in a manner and on terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the current or prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

Capital Reserve/Insurance Escrow: The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the common elements, including a reserve fund for replacements (the "capital reserve"). The Board shall determine the appropriate level of the capital reserve based on a periodic review of the useful life of improvements to the common elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the common

elements or the purchase of equipment to be used by the Association in connection with its duties. The capital reserve may be built up by special assessment or out of the annual assessment as provided in the budget. Each budget shall disclose that percentage of the annual assessment which shall be added to the capital reserve, and each owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by the owner. The portion of each installment of the annual assessment which is budgeted for insurance premiums for blanket insurance policies shall be held in a separate escrow account and used solely for the payment of the premiums as they become due.

Initial Working Capital Contribution: On the closing of the sale of each unit by the Developer to a purchaser for value, the purchasing owner shall make a contribution to the Association in an amount equal to one-half of the initial year's annual assessment for that unit which will be credited against the annual assessment for that unit. This amount shall be held and used by the Association for its working capital needs.

Nonpayment of Assessments: Any assessments or other charges or payments which an owner is required to make or is liable for and which are not paid when due shall be deemed delinquent. If an assessment or other charge or payment is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the prime rate of interest charged by any financial institution with which the Association has a banking relationship and the Board (i) may bring an action against the owner personally obligated to pay it, together with interest, costs and reasonable attorneys' fees of the action, which shall be added to the amount of the assessment or other charge or payment and shall be included in any judgment rendered in the action and (ii) may enforce and foreclose any lien which it has or which may exist for its benefit. No owner may waive or otherwise escape liability for the assessments or other charges or payment provided for by nonuse, abandonment or transfer of the owner's unit.

Association's Lien Subordinated to Mortgages: The lien on each unit ownership provided for herein for assessments or other charges or payments shall be subordinate to the lien of any first mortgage on the unit ownership recorded prior to the date that the assessments or other charges or payments become due. Except as subsequently provided, the lien provided for herein shall not be affected by any transfer of title to the unit ownership. Where title to the unit ownership is transferred pursuant to a

judgment of foreclosure or by deed or assignment in lieu of foreclosure, the transfer of title shall to the extent permitted by law extinguish the lien for any assessments or other charges or payments hereunder which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the dwelling unit, whichever occurs first. However, the transferee of a unit ownership shall be liable for the transferee's share of any assessments or other charges or payments with respect to which a lien against the transferee's unit ownership has been extinguished pursuant to the preceding sentence which are reallocated among the owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment shall result in a lien against the transferee's unit ownership as provided herein. If for any reason the owner of a unit is permitted to remain in possession of the owner's unit during the pendency of a foreclosure action with respect to the unit, the owner shall be required to pay a reasonable rental for this right and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect this rental.

Statement of Account: On fourteen (14) days' notice to the Board and the payment of a reasonable fee, if any, which may be set by the Board, any owner will be furnished with a statement of the owner's 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.

Sharing of Expenses: To the extent possible and where economies of scale may be realized, the Association may cooperate to share expenses in connection with the administration, operation, maintenance, repair and replacement of the common elements and other condominiums, developments or subdivisions. Where a service which may benefit the area in general (including, without limitation, a service such as snow removal, landscaping, trash removal and street cleaning), is contracted for, by or on behalf of the Association and others, the expense of providing the service may be prorated between the Association and the other property.

Article Seven

Remedies for Breach or Violation

Self-Help by Board: In the event of a violation by an owner of the provisions, covenants or restrictions of the Act, the declaration, the bylaws, or rules or regulations by the Board, where a violation or breach may be cured or abated by affirmative action, the Board, on not less than ten (10) days' prior written notice, shall have the right to enter on that part of the condominium property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct the violation or breach. Any and all expenses in connection with the exercise of the right provided by this section shall be charged to and assessed against the violating owner.

Involuntary Sale: If any owner, either by the owner's own conduct or by the conduct of any other occupant of the owner's dwelling unit, shall violate any of the covenants or restrictions or provisions of this declaration, the bylaws, or the rules or regulations adopted by the Board, and the violations shall not be cured within ten (10) days after notice in writing from the Board, or shall subsequently reoccur more than once, then the Board shall have the power to issue to the defaulting owner a thirty (30) day notice in writing to terminate the rights of the defaulting owner to continue as an owner and to continue to occupy, use, or control the owner's dwelling unit. An action may be filed by the Board against the defaulting owner for a judgment declaring the termination of the defaulting owner's right to occupy, use or control the dwelling unit owned by the owner on account of the violation, and ordering that all the right, title and interest of the defaulting owner in the condominium property shall be sold (subject to the lien of any existing mortgage) at a judicial sale on any notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting owner from reacquiring the owner's interest at the judicial sale. The proceeds of the judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all items shall be taxed against the defaulting owner in the judgment. Any balance of proceeds, after satisfaction of these charges and any unpaid assessments or any liens, shall be paid to the defaulting owner. On the confirmation of the sale, the purchaser shall be entitled to a deed to the dwelling unit and to immediate possession of the dwelling unit sold and may apply to the court for an order of possession for the purpose of

acquiring the possession. It shall be a condition of the sale, and the judgment shall provide, that the purchaser shall take the unit so purchased subject to this declaration.

Forcible Detainer: In the event that an owner is delinquent in payment of the owner's proportionate share of the common expenses or any other charges or payments required to be paid by the owner, the Board shall have the right to take possession of the owner's dwelling unit and to maintain for the benefit of all other owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer", as provided by the Act.

Other Remedies of the Board: In addition to or in conjunction with the remedies set forth above, in the event of a violation by an owner of the Act, this declaration, the bylaws, or rules and regulations of the Board, the Board or its agents shall have the right to bring an action at law or in equity against the owner and/or others as permitted by law including, without limitation, (i) to foreclose a lien against the unit ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection of it, (iv) for any combination of the remedies set forth in this Article or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this declaration, the bylaws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so in the future.

Costs and Expenses: All expenses incurred by the Board in connection with the actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest at the highest legal contract rate of interest then permitted in Illinois until paid, shall be charged to and assessed against the defaulting owner, and the Association shall have a lien for all expenses upon the owner's unit ownership, as provided herein.

Enforcement by Owners: Enforcement of the provisions contained in this declaration, the bylaws, and the adopted rules and regulations of the Board may be by any proceeding at law or in equity by any aggrieved owner against any person or persons

violating or attempting to violate any provisions, either to restrain the violation or to recover damages, and against a unit ownership to enforce any lien created under these provisions.

Article Eight

Amendments

Special Amendment: The Developer reserves the right and power to record a special amendment ("special amendment") to this declaration at any time and from time to time which amends this declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by those entities, (ii) to induce any of the agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering unit ownerships, (iii) to bring this declaration into compliance with the Act, (iv) to correct clerical or typographical errors in this declaration or any exhibit or any supplement or amendment, or (v) to reflect a change in the development plan. In furtherance of the following, a power coupled with an interest is reserved and granted to the Developer to vote in favor of, make, or consent to a special amendment on behalf of each owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a dwelling unit and its acceptance shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Developer to vote in favor of, make, execute and record special amendments. The right of the Developer to act pursuant to rights reserved or granted herein shall terminate at the time when Developer no longer holds or controls title to a unit or has any interest in the condominium property.

Amendment by Owners: Subject to the provision herein, and except as otherwise provided herein and the Act, the provisions of this declaration may be amended, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of voting members (either in person or by proxy) representing at least sixty-six and two-thirds percent (66 2/3%) of the votes cast or by an instrument executed by owners of unit ownerships with an aggregate undivided interest of at least sixty-six and

two-thirds percent (66 2/3%); except that (i) the provisions relating to the rights of Developer may be amended only on the written consent of the Developer and no amendment shall be effective without the consent of Developer so long as Developer owns any interest in the condominium property, (ii) the provisions which specifically grants rights to the first mortgagees may be amended only with the written consent of all first mortgagees and (iii) the provisions of this paragraph may be amended only with the written consent of all owners and all first mortgagees. No amendment shall become effective until recorded.

Article Nine

First Mortgagees' Rights

First Mortgagees' Rights: The prior written approval of sixty percent (60%) of the first mortgagees will be required for the Association to do or permit to be done any of the following:

- (a) Adoption of an amendment to the declaration which changes the undivided interests, except under the provisions of Article Fifteen;
- (b) The abandonment or termination of the condominium;
- (c) The partition or subdivision of a unit;
- (d) The abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements, except for the dedication of portions of the common elements or the granting of easements for public utilities or for other public purposes consistent with the intended use of the condominium property;
- (e) The sale of the condominium property;
- (f) The removal of a portion of the condominium property from the provisions of the Act and this declaration;
- (g) The effecting of a decision by the Association to terminate professional management and assume self-management of the condominium; or
- (h) The use of hazard insurance proceeds for losses to the condominium property (whether to dwelling units or to the common elements) for other than the repair, replacement, or reconstruction of the dwelling units or common elements;

provided that consent of first mortgagees will not be required with respect to any action under (a) through (h) above which occurs as a result of (i) substantial damage due to fire or other casualty, or (ii) a taking of a portion or all of the condominium property by condemnation or eminent domain.

Notice to First Mortgagees: Each owner shall notify the Association of the name and address of the owner's first mortgagee and the Association shall maintain a record of this information with respect to all units in a book entitled "mortgagees of units". Each first mortgagee shall have the right to examine the books and records of the Association at any reasonable time. On the specific written request of a first mortgagee to the Board, the first mortgagee shall receive some or all of the following as designated in the request:

(a) Copies of the budgets, notices of assessment, or any other notices or statements provided under this declaration by the Association to the owner of the unit covered by the first mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the owners;

(c) Copies of notices of meetings of the owners and the right to be represented at the meetings by a designated representative;

(d) Notice of the decision of the owners to make any material amendment to this declaration, the bylaws, or the articles of incorporation of the Association;

(e) Notice of substantial damage to or destruction of any dwelling unit or any part of the common elements;

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the condominium property; or

(g) Notice of any default of the owner of the unit which is subject to the first mortgagee's mortgage, where the default is not cured by the owner within thirty (30) days after the giving of notice by the Association to the owner of the existence of the default.

The request of a first mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a first mortgagee who has made a proper request shall not affect the validity of any action which is related to any of the above. The Association need not inquire into the validity of any request made by a first mortgagee and in the event of multiple requests from purported first mortgagees of the same unit ownership, the Association shall honor the most recent request received.

Insurance Proceeds/Condemnation Awards: In the event of (i) any distribution of any insurance proceeds as a result of substantial damage to, or destruction of, any part of the condominium property or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the condominium property, any distribution shall be made to the owners and their respective first mortgagees, as their interests may appear, and no owner or other party shall be entitled to priority over the first mortgagee of a dwelling unit with respect to any distribution to or with respect to the dwelling unit; provided, that nothing in this Section shall be construed to deny to the Association the right to apply any proceeds to repair or replace damaged portions of the condominium property or to restore what remains of the condominium property after condemnation or taking by eminent domain of a part of the condominium property.

Article Ten

Payment of Assessments

Payment of Assessments: No unit owner will be permitted to convey, mortgage, deed in trust, pledge, sell, or lease the owner's unit unless and until the owner has paid in full to the Board of Managers all unpaid charges theretofore assessed against the owner's unit, and until the owner has satisfied all unpaid liens against the owner's unit other than mortgage liens.

Article Eleven

Notice of Unpaid Assessments

Notice of Unpaid Assessments: The secretary of the Association will, at the request of a mortgagee or trust deed

beneficiary of a unit, report any unpaid assessments due from the owner of such unit.

Article Twelve

Notice of Default

Notice of Default: Upon giving notice to a unit owner of a default, whether in payment of common charges or otherwise, the Board will also send a copy of the notice to each holder of a mortgage secured by the unit, or trust deed beneficiary of the unit, whose name and address appears in the book entitled "Mortgagees of Units".

Article Thirteen

Developer's Reserved Rights

In General: In addition to any rights or powers reserved or granted to the Developer under the Act, this declaration, or the bylaws, the Developer shall have the rights and powers set forth in this Article. In the event of a conflict between the provisions of this Article and any other provisions of this declaration or the bylaws, the provisions of this Article shall govern. Except as otherwise provided in this Article, the Developer's rights under this Article shall terminate when the Developer no longer has any interest in the condominium property or any unit.

Sales Efforts: Developer shall have the right, in its discretion, to maintain on the condominium property model dwelling units, sales, management, and/or administrative offices (which may be located in a dwelling unit), displays, signs and other forms of advertising and to come on any portion of the condominium property for the purpose of showing the condominium property to prospective purchasers of dwelling units, all without the payment of any fee or charge whatsoever other than the assessments payable by the Developer with respect to units owned by the Developer.

Reservation of Easements: The Developer shall have a nonexclusive access easement over and across the roads and walkways located on the condominium property for ingress and egress to and from the condominium property and any adjacent land owned by, through or under the Developer. The Developer,

further, reserves any easement heretofore granted to Developer or Developer's predecessors in title over, across or through the condominium property and this declaration shall have no affect on the right of the Developer or any other party to the benefit of such easements and ingress and egress over and across roads in the condominium property. Developer further reserves the right for Developer and Developer's successors in interest and assigns to grant future easements for ingress and egress, for installation of utilities, and for such other purposes over, across and through the condominium property, including the right of ingress and egress over and across roads within the condominium property, subject to such terms and limitations as Developer may deem appropriate.

Construction: Developer, its agents, and its contractors shall have the right to come on the condominium property for the purpose of making alterations, repairs or improvements to the condominium property and shall have the right to store equipment and materials used in connection with the work on the condominium property without payment of any fee or charge.

Initial Management Agreement: The Developer shall have the right to cause the Association to enter into a management agreement appointing such firm as selected by Developer as the managing agent for the Association.

Control of Board: Until the initial meeting of the owners (which shall occur no later than sixty (60) days after the turnover date) and the election of the initial Board as provided for in the bylaws, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed on the Board by the Act, this declaration or the bylaws shall be held and performed by the Developer. The Developer may hold and perform the rights and obligations through the Board which, prior to the initial meeting, shall consist of three individuals designated by the Developer from time to time as provided in the bylaws.

Article Fourteen

Conveyance of Units

Compliance with Article: Other than the Developer or Declarant, who shall not be subject to this Article Fourteen, no unit owner may sell, lease or otherwise convey the owner's unit or any interest therein except by complying with the provisions of this article.

Severance of Ownership: Any sale or conveyance of a unit must include the sale of the undivided interest in the common elements appurtenant to that unit; the interest of the seller in any units theretofore acquired by the Board of Managers, or the proceeds of the sale or lease thereof; and the interest of the seller in any other assets of the condominium (collectively referred to herein as appurtenant interests) no part of the appurtenant interest of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the unit to which the interests are appurtenant; or as a part of a sale, transfer, or other disposition of such part of the appurtenant interests of all units. Any deed, mortgage, deed of trust, or other instrument purporting to affect a unit or one or more appurtenant interests without including all such interests will be deemed to include the interest or interests that were omitted; it being the intention hereof to prevent any severance of combined ownership of units and their appurtenant interests.

Right of First Refusal: Any unit owner who receives a bona fide offer for the sale or lease of the owner's unit which the owner intends to accept, will give notice to the Board of Managers of the terms of the offer, the name and address of the offeror, and other information as the Board may reasonably request regarding the offer. The giving of this notice will constitute a warranty and representation by the unit owner to the Board that the owner believes the offer to be bona fide in all respects and intends to accept it. Within thirty (30) days after receipt of the notice, the Board may elect, by written notice to the unit owner, for the Association to purchase or lease the unit, on behalf of the unit owners, on the same terms and conditions stated in the selling unit owner's notice. If the Board or its designee fails, within thirty (30) days to give notice of its intent to purchase or lease the unit, the unit owner will be free to contract to sell or lease the same to the outside offeror on the terms and conditions set forth in the original offer.

Should any unit owner other than the Developer desire to make a gift or other donative transfer of the unit owner's interest in the condominium, the owner shall first give to the Board not less than thirty (30) days notice of such intent to transfer. The notice will supply the Board with the date of the proposed transfer and the terms of the transfer in sufficient detail to permit the Board to evaluate the proposal. The Board will then have thirty (30) days within which to elect, by written

notice to the unit owner, to purchase the unit from the owner at fair market value as herein determined.

Should any unit owner die leaving a will devising the owner's interest to a person who is other than the owner's heir at law under the laws of intestate succession of the State of Illinois, the personal representative or executor of the owner's estate will, within thirty (30) days of the date of appointment of the executor or personal representative, give written notice to the Board of such appointment and the devise. The notice will supply the Board with the terms of the devise in sufficient detail to permit the Board to evaluate same. The Board will then have thirty (30) days within which to elect, by written notice to the personal representative or executor, to purchase the interest from the owner's estate at fair market value as herein determined.

In the event that the Board elects to purchase the unit of a unit owner making a donative transfer for less than full consideration or upon the devise of a unit owner's unit to a person other than an heir, and in the further event that the Board and the unit owner or the unit owner's estate are unable to reach agreement regarding the purchase price to be paid by the Association for the unit owner's unit ownership, within ten (10) days from the date the parties ascertain that they are not in agreement regarding the purchase price, the parties will select a qualified real estate appraiser to appraise the unit and establish the fair market value to be paid by the Association for the unit. In the event that the Board and the unit owner or personal representative or executor are unable to agree on one appraiser, each party will then select an appraiser within ten (10) days and the two appraisers so selected will select a third appraiser to form an appraisal panel which will determine the fair market value to be paid by the Association to purchase the unit. Such appraisal shall be completed within thirty (30) days of the date the third appraiser is selected.

Title to a unit so acquired by the Association will be held in the name of the association and the Board of Managers, thereafter, on behalf of the Association may sell the unit.

Consent of Unit Owners: The right of first refusal set forth above may not be exercised by the Board of Managers without the prior approval of a majority of unit owners.

Release of Right of First Refusal: The right of first refusal set forth above may be released or waived by the Board of

Managers.

Certificate of Termination or Waiver of Right of First Refusal: Any unit owner who has given the notice as required above in this article, or with respect to whom the provisions have been waived, may request a certificate of termination or waiver, as the case may be, of the right of first refusal. On such request, a certificate of termination or waiver will be executed and acknowledged by the secretary of the Association, and the certificate will be conclusive on the Board of Managers and the unit owners in favor of all persons relying on it in good faith.

Financing Acquisition of Unit by Board of Managers: Acquisition of units may be financed from the acquisitions reserve, working capital, and common charges in the hands of the Board of Managers. If such funds are insufficient, the Board may levy an assessment against unit owners in proportion to their ownership of the common elements, as a common charge. The Board is also authorized to borrow money to finance the acquisition of these units. However, no lien or encumbrance on any property, other than the unit to be acquired, may be suffered to secure the financing.

Exceptions: The right of first refusal herein stated will not apply to any sale or transfer of a unit by its owner to his or her spouse, to any of his or her children, to his or her parents, to his or her brothers or sisters, or to any one or more of them. Nor will the right apply to any unit owned by the Developer, or to the acquisition or sale of any unit by a mortgagee acquiring title by foreclosure or by exercise of a power of sale. Nor will the right apply to any transfer by conveyance or operation of law, of the interest of a joint tenant, tenant in common, or tenant by the entirety to a cotenant. Nor will the right apply with respect to a bona fide pledge, mortgage, trust deed, or security interest.

Voting Rights in Case of Resale. In the event of a resale of a unit from a seller other than the Developer pursuant to an installment contract for purchase. The purchase shall, during such times as such purchaser resides in the unit, be counted toward a quorum for purposes of election of members of the Board of Managers 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 Board of Managers and to be elected to and serve on the Board of Managers unless the seller expressly retains in writing any or all of such rights. In no

event shall the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents.

Article Fifteen

Additional Property

Developer reserves the right pursuant to Section 25 of the Act, from time to time, within ten (10) years of the date of recording of this Declaration, to add as additional property to the condominium created by this Declaration all or any portion, in any order, of the land which is described in Exhibit E hereof by recording an amended plat in accordance with Section 5 of the Act and an amended Declaration in accordance with Section 6 of the Act. No rights of any character whatever within such additional land shall attach to any Unit Owner except as to that portion described in any recorded amended Declaration adding such portion to this Declaration as part of the Condominium created by this Declaration.

None of the additional land described above must be added and any of the described land may be added in whole or in part at any time in any order at Developer's sole discretion. No more than nineteen (19) two (2) unit buildings shall be constructed on the above described land. Improvements will be located upon said lots with approximately the same front and side set back lines and yards as used in the initial improvements on the original condominium parcel described in Exhibit A. All future improvements which become part of the Declaration will be generally compatible with the appearance, design and configuration of the initial improvements in relation to density, use, construction, and architectural style.

Each amended Declaration will include an amended Exhibit A (legal description of the original condominium parcel and portions of any additional land already subjected to the provisions of the Declaration and Act) which will amend Exhibit A hereto by setting forth the amended legal description of the Parcel to include the additional land or portions thereof added hereto, as well as a separate legal description of such addition. The amended Declaration shall also contain an amended Exhibit B being an amended Plat showing the boundaries of such addition and of the entire Parcel as amended, and delineating the additional

Units within such addition, all in accordance with Section 5 of the Act.

Each amended Declaration will also include an amended Exhibit C which will amend Exhibit C hereto by setting forth the amended percentages of the undivided interests in the Common Elements (as amended and added to by such amended Declaration) allocated to each Unit (including all previous Units and the additional Units added by such amended Declarations).

The percentages of undivided ownership interest in the Common Elements as amended by each amended Declaration, and as set forth in the amended Exhibit C, will be determined and adjusted in the following manner:

The Common Elements as amended by such amended Declaration shall be deemed to consist of:

(a) the Common Elements as existing immediately prior to the recording of such amended Declaration (hereinafter referred to as the "Existing Common Elements"); and

(b) the Common Elements added by such amended Declaration (hereinafter referred to as the "Added Common Elements").

The Units as amended by such amended Declaration shall be deemed to consist of:

(a) the Units as existing immediately prior to the recording of such amended Declaration (hereinafter referred to as the "Existing Units"); and

(b) the Units added by such amended Declaration (hereinafter referred to as the "Added Units").

The value of each of the Added Units will be added to the aggregate value of the Existing Units and the total thereof will be deemed to be the new value of the Property as a whole. "Value" as used in this paragraph will be determined by the Developer as of the date of the recording of the amended Declaration. Such determination by the Developer shall be conclusive and binding upon all unit owners, mortgagees and other parties who then or in the future may have any interest in the Property.

The percentages of undivided ownership interest, as amended

and adjusted by such amended Declaration, in the entire Common Elements, consisting of the Existing Common Elements plus the Added Common Elements, to be allocated among all the Units, consisting of the Existing Units plus the Added Units, will be computed by taking as a basis the value of each Unit in relation to the value of the Property as a whole, determined as set out above.

The Existing Units will be entitled to their respective percentages of ownership, as amended and adjusted as set forth in amended Exhibit C attached to such amended Declaration, in the Added Common Elements as well as in the Existing Common Elements.

The Added Units will be entitled to their respective percentages of ownership, as set forth in such amended Exhibit C not only in the Added Common Elements but also in the Existing Common Elements.

Each and all of the provisions of this Declaration and the Exhibits attached hereto, as amended by each such successive amended Declaration and the amended Exhibits attached thereto, shall be deemed to apply to each and all of the Units, including all such Added Units as well as all Existing Units, and to all of the Common Elements, including all such Added Common Elements as well as all Existing Common Elements.

The recording of an amended Declaration shall not alter or affect the amounts of any liens for common expenses due from any Existing Unit Owners prior to such recording, nor the respective amounts theretofore assessed to or due from Existing Unit Owners for common expenses or other assessments.

The lien of any mortgage encumbering any Existing Unit together with its appurtenant percentage of undivided ownership interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended when an amended Declaration is recorded, in accordance with the respective percentage of undivided ownership interest in the Common Elements for such Existing Unit as set forth in the amended Exhibit C attached to such amended Declaration, and the lien of such mortgage shall automatically attach in such percentage to the Added Common Elements.

Each and all of the Unit Owners, of all Existing Units and of all Added Units hereafter, and their respective mortgages, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or

mortgage or other interest in or which respect to any of such Units, shall be deemed to have expressly agreed, assented and consented to each and all of the provisions of this Declaration, with respect to the recording of any and all amended Declarations as aforesaid which may amend, adjust and reallocate from time to time their respective percentages of undivided ownership interest in the Common Elements including the Existing Common Elements and Added Common Elements from time to time as hereinabove provided; and hereby further agree to each and all of the provisions of each and all of said amended Declarations which may hereafter be recorded in accordance with the foregoing provisions of this Declaration.

Each and all of the Unit Owners, of all Existing Units and of all Added Units hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Units, further acknowledges, consents and agrees, as to each such amended Declaration that is recorded, as follows:

- (a) The portion of the additional land described in each such amended Declaration shall be governed in all respects by the provisions of this Declaration.
- (b) The percentage of ownership in the Common Elements appurtenant to each Unit shall automatically be shifted and reallocated, to the extent set forth in each recorded amended Declaration and upon the recording of each such amended Declaration, the amount by which such percentage appurtenant to a Unit is reduced, as set forth in each such recorded amended Declaration, shall thereby be and be deemed to be released and divested from such Unit Owner and reconveyed and reallocated among the other Unit Owners as set forth in each such recorded amended Declaration.
- (c) Each deed, mortgage or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall, upon the recording of each amended Declaration, be divested pro tanto to the reduced percentage set forth in such amended Declaration and vested among the other Owners, mortgagees, and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded amended Declaration.
- (d) A right of revocation is hereby reserved by the grantor

in each such deed, mortgage or other instrument of a Unit to so amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Unit.

(e) The percentage of ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements added hereto by a recorded amended Declaration and each deed, mortgage, or other instrument affecting a Unit shall be deemed to include such additional Common Elements and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such amended Declarations are recorded.

(f) Each Unit Owner shall have a perpetual easement, appurtenant to Unit Owner's Unit, for the use of any additional Common Elements annexed thereto by and described in any recorded amended Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by excluding easements granted to the Unit Owners of specific Units as may be provided in any such amended Declaration, or this Declaration and except as to any portion which may be designated as Limited Common Elements.

(g) Each Owner by acceptance of the deed conveying his Unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each amended Declaration is and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective percentages of ownership in the Common Elements as set forth in each such amended Declaration shall be deemed to be made by agreement of all Unit Owners.

(h) The Developer reserves the right to amend this Declaration in such manner, and each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Article to comply with the Act as it may be amended from time to time.

(i) The foregoing provisions of this Declaration and deeds and mortgages of the Units and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.

Article Sixteen

Miscellaneous

Severability: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions and reservations, by legislation, judgment or court order shall not affect liens, charges, rights, benefits and privileges and other provisions of this declaration which shall remain in full force.

Notice: Any notice required to be sent to any owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the owner as it appears on the records of the Association at the time of the mailing, or on personal delivery to the owner's dwelling unit or posting thereon.

Captions/Conflicts: The Article headings are intended for convenience only and shall not be construed with any substantive effect in this declaration. In the event of any conflict between the statements made in the recitals of this declaration and the provisions contained in the body of this declaration, the provisions contained in the body of this declaration shall govern.

Perpetuities and Other Invalidity: If any of the options, privileges, covenants or rights created by this declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then the provisions shall continue only until 21 years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States.

Title Holding Land Trust: In the event title to any unit ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the dwelling unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries from time to time shall be responsible for payment of all assessments, charges or payments and for the performance of all agreements, covenants and undertakings chargeable or created under this declaration against the unit ownership. No claim shall be made against any title holding trustee personally for payment of any lien or obligation

created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against the lien or obligation. The amount of the lien or obligation shall continue to be a charge or lien on the unit ownership and the beneficiaries of the trust notwithstanding any transfers of the beneficial interest of the trust or any transfers of title to the unit ownership.

Duties and Obligations Nonassignable: No unit owner may assign, delegate, transfer, surrender, or avoid the duties, obligations, responsibilities, and/or liabilities of unit ownership under this declaration, the bylaws, the condominium instruments or the rules and regulations of the Association and any such attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

Assignment by Developer: All rights which are specified in this declaration to be rights of the Developer are assignable or transferable. Any successor to, or assignee of, the rights of the Developer (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall hold or be entitled to exercise the rights of Developer as fully as if named as the party. No party exercising rights as Developer shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise the rights.

In witness whereof, the Developer has caused this instrument to be executed.

Dated: 8-29, 2003.

HOMES BY EMMONS AND WICKENHAUSER,
an Illinois partnership

By:

Ray J. Emmons, Partner

And:

Ray J. Emmons

Sarah A. Emmons

Phil S. Wickenhauser

Mary T. Wickenhauser

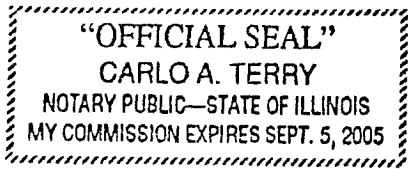
Individually

STATE OF ILLINOIS)
)
COUNTY OF Madison) SS.

The undersigned, a Notary Public, certify that Robert L. Emmons, Sarah J. Emmons, Philip L. Wickenhauser, and Mary T. Wickenhauser personally known to me to be the same persons whose names are subscribed to the above instrument, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act, for the uses and purposes set forth therein, including the signature of Robert L. Emmons as the duly authorized legal representative of Homes by Emmons and Wickenhauser, an Illinois partnership.

Given under my hand and notarial seal on August 29,
2003.

Carlo A. Terry
Notary Public



4604 2962

EXHIBIT A

LEGAL DESCRIPTION OF SUMMERFIELD GARDENS CONDOMINIUM

Lots 7 and 9, Summerfield Gardens-Phase I, a Subdivision located in the Northeast $\frac{1}{4}$ of Section 33, Township 6 North, Range 10 West of the Third Principal Meridian as the same appears from a plat thereof recorded in Plat Cabinet 63, Page 111 of the Recorder's Office of Madison County, Illinois; all being situated in the Village of Godfrey, County of Madison and State of Illinois.

4604 2963

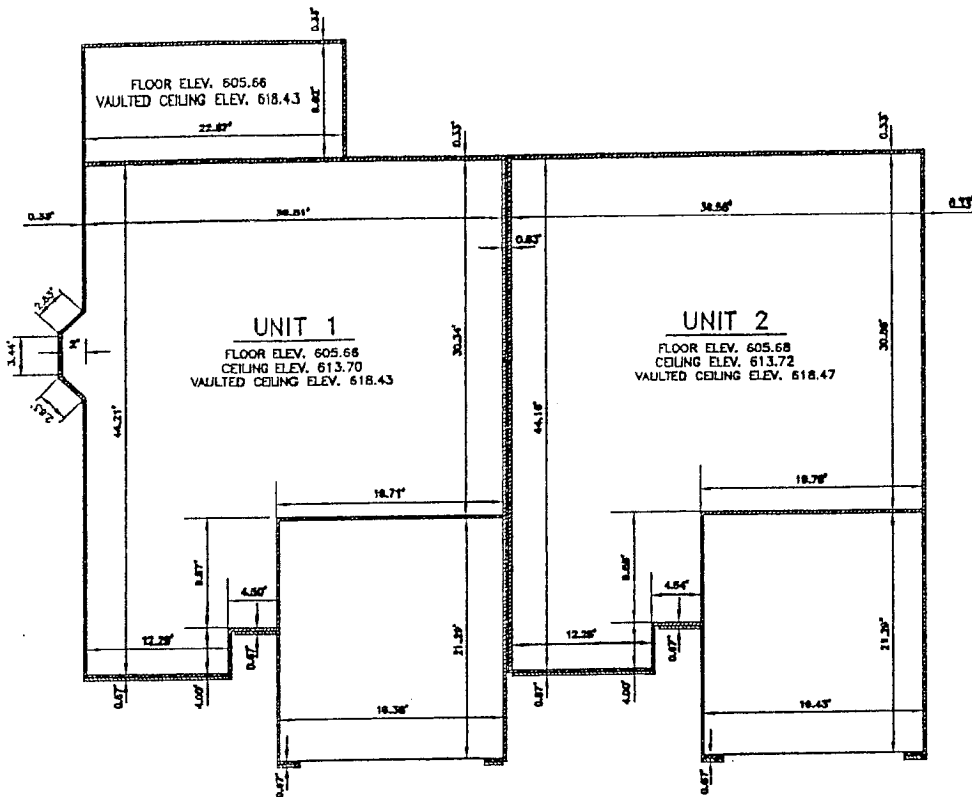
EXHIBIT B

PLAT OF CONDOMINIUM

SUMMERFIELD GARDENS CONDOMINIUM

The Plats of Summerfield Gardens Condominium are of record in the Recorder's Office of Madison County, Illinois in Plat Cabinet 61 at Pages 156 and 157, and a copies thereof are attached hereto and made a part hereof.

4604 2967



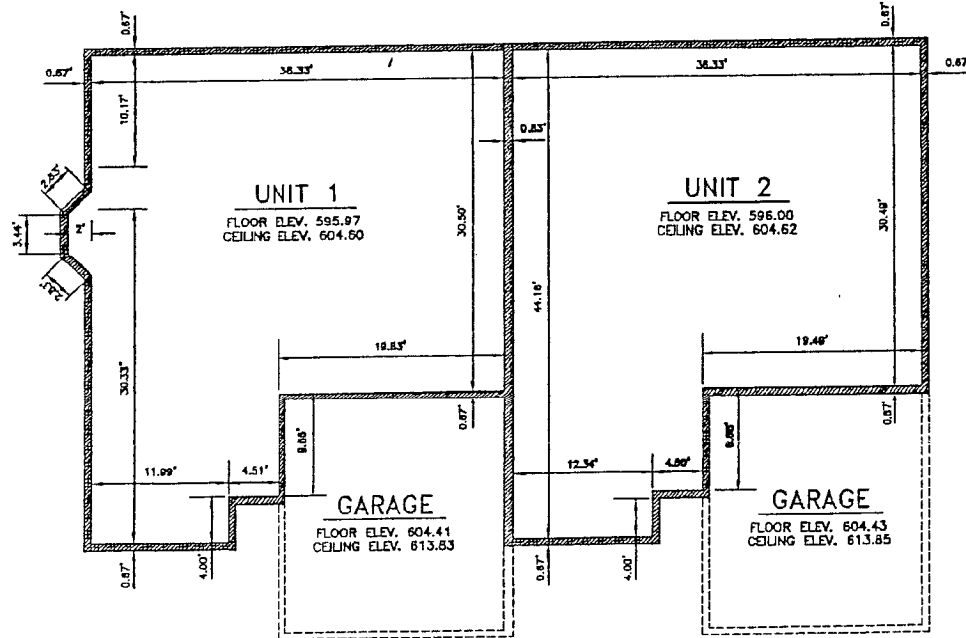
MAIN LEVEL

SCALE: 1" = 5'



NOTES

1. BENCHMARK: N. RIM OF SANITARY MAN-HOLE AT LOT 69 SUMMERFIELD - PHASE II, HOUSE #1917 MANHOLE @ N.E. CORNER OF PROPERTY. ELEVATION 599.11.
2. COMMON OR LIMITED COMMON ELEMENTS SHOWN THUS . . .
3. ALL ANGLES ARE 90°.



LOWER LEVEL

SCALE: 1" = 5'

LOT 9

EXHIBIT B-2

SUMMERFIELD GARDENS CONDOMINIUM - LOT 9
 SUMMERFIELD GARDENS - PHASE I
 A SUBDIVISION LOCATED IN THE N.E. 1/4 OF
 SECTION 33, TOWNSHIP 6 NORTH, RANGE 10 WEST
 OF THE THIRD ORIGINAL MERIDIAN



Sheppard Morgan & Schwaab, Inc.
 CONSULTING ENGINEERS & LAND SURVEYORS
 224 Howard Street
 P.O. Box 8
 Silver Spring, Maryland 20910
 18 Certified Individuals for
 Maryland's General
 Contracting, Class B, 8/20/04
 www.sms-inc.com

REVISIONS

4604 2968

EXHIBIT C

SCHEDULE OF PERCENTAGE OWNERSHIP

SUMMERFIELD GARDENS CONDOMINIUM

<u>LOT NUMBER</u>	<u>UNIT NUMBER</u>	<u>PERCENTAGE</u>
7	1	25%
7	2	25%
9	1	25%
9	2	25%

EXHIBIT D

BYLAWS OF SUMMERFIELD GARDENS
CONDOMINIUM PURSUANT TO THE
ILLINOIS CONDOMINIUM PROPERTY ACT
UNDER DECLARATION OF CONDOMINIUM

Article 1

Plan of Unit Ownership

Section 1. Unit Ownership. The condominium, located in Madison County, Illinois, and known as Summerfield Gardens Condominium, was submitted to the provisions of the Illinois Condominium Property Act, by Declaration recorded simultaneously herewith in the office of the Madison County Recorder.

Section 2. Applicability to property. The provisions of these Bylaws are applicable to the condominium property, which term is defined in the Declaration, all easements, rights, and appurtenances belonging to it, and all other property, personal or mixed, intended for use in connection with it.

Section 3. Applicability to persons. All present and future owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the condominium in any manner will be subject to these Bylaws, relevant unit deeds, and rules and regulations pertaining to the use and operation of the condominium property.

Acquisition, rental, or occupancy of any unit in the condominium will be sufficient to signify acceptance and ratification of the provisions of the above instruments, and an agreement to comply with them.

Section 4. Office. The office of the condominium and of the Association of unit owners shall be located at such location as specified from time to time by the Board.

Section 5. Membership. The condominium Association shall have one class of membership consisting of unit owners.

Section 6. Terms and definitions. Terms used in these Bylaws shall have the same meaning ascribed to them in the Declaration.

Article 2

Governing Board

Section 1. The Association and governing Board. The affairs of the condominium shall be administered and managed by an Association of unit owners organized as an Illinois not for profit corporation, having the name "Summerfield Gardens Condominium Association" and hereinafter called the "Association". All power and authority of the Association shall be exercised through its governing Board of Directors, to be known as the "Board of Managers", consisting of three (3) members.

Section 2. Composition of Board of Managers. Members of the Board of Managers shall be designated by Homes by Emmons and Wickenhauser, an Illinois partnership, hereinafter called "Developer", or elected by unit owners as follows:

(a) Until the turnover date (as defined in the Declaration of condominium) the Board of Managers shall consist of such persons as Developer shall from time to time designate at the pleasure of the Developer. Persons designated by the Developer will serve until their respective successors shall have been designated by the Developer or elected by unit owners.

(b) Following the turnover date and the initial meeting of the members, the Board of Managers shall consist of such persons as elected by the membership who qualify to serve on the Board.

(c) The foregoing provisions notwithstanding, the Developer shall be entitled to elect at least one (1) member of the Board for so long as Developer holds any units in the condominium for sale in the ordinary course of business or until all of the additional property has been made a part of the condominium under Article 16 of the Declaration or time period for the addition of such additional property has expired, whichever is later.

Persons elected to the Board of Managers by unit owners other than Developer shall be owners, co-owners, spouses of owners, or mortgagees of units, or, in the case of corporate owners or mortgagees of units, officers, Directors, shareholders, or employees of such corporations. If there are multiple owners of a single unit, only one of the multiple owners shall be eligible to serve as a member of the Board at any one time.

A candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election.

Section 3. Powers and duties. The Board of Managers will have the powers and duties necessary for the administration of the affairs of the condominium, and may do all acts and things as are not prohibited by law, by the Declaration, or by these Bylaws directed to be exercised and done by the owners. The powers and duties to be exercised by the Board of Managers include, but are not to be limited to, the following:

(a) Care, upkeep, maintenance, and operation of the common elements and supervision of the care, upkeep and maintenance of limited common elements to the extent required for efficient operation of same and subject to the responsibility of unit owners benefiting from the limited common elements for the cost of the limited common elements and their operation.

(b) Determination, assessment, and collection of funds to defray common expenses of the condominium and expenses of limited common elements.

(c) Entering into contracts deemed necessary or appropriate in furtherance of the interests of unit owners generally.

(d) Maintenance of detailed, written, and accurate records of receipts and disbursements arising from the operation of the property, which records, together with vouchers accrediting entries made therein, will be made available for examination by unit owners at convenient hours of working days.

(e) Authorization and prosecution of suits to foreclose liens for nonpayment of common charges, or to recover money judgments for unpaid common charges, on behalf of the Association.

(f) Authorization and prosecution of actions or proceedings on behalf of two or more unit owners concerning a matter related to the common elements of two or more units.

(g) Employment and dismissal of personnel necessary or appropriate for the maintenance and operation of the property, the common elements, and the restricted common elements.

(h) Adoption and amendment of rules and regulations, not inconsistent with these Bylaws, covering the details of operation

and use of the property.

(i) Establishment of bank accounts in the name of the condominium, and authorization of signatories therefor.

(j) Purchasing, leasing, or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of the unit owners, units offered for sale, lease, or surrender by their owners to the Board of Managers.

(k) Purchasing units at foreclosure or other judicial or trustee's sale in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all unit owners.

(l) Selling, leasing, encumbering, or otherwise dealing with units acquired by, and subleasing units leased by the Board of Managers or its designee, corporate or otherwise, on behalf of the owners.

(m) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing units on behalf of all unit owners.

(n) Procuring of insurance for the condominium property, including the units thereof as set forth in the Amended and Restated Declaration.

(o) Contracting for repairs of and additions and improvements to the condominium property, and for repairs to and restoration of the property in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(p) Payment of common element expenses, including, but not limited to, insurance premiums, utility expenses, maintenance and repair expenses, and real estate taxes from assessments paid by owners and from funds of the Association.

(q) If determined by the Board to be in the best interest of the Association, employment of a managing agent and/or manager at reasonable compensation to perform duties authorized by the Board of Managers. However, the Board will not delegate to any managing agent or Manager any of the powers set forth in subsections (b), (e), (f), (h), (i), (k), (l), and (m) of this section.

Section 4. Election and terms of office. At the first meeting of unit owners at which an election of Managers occurs, the terms of office of the Board of Managers will be fixed as follows: the terms of office of two (2) members will be set at two (2) years and the term of office of one (1) member will be set at one (1) year. At the expiration of the initial term of office of each Board member, his or her successor will be elected to serve for a term of two (2) years. Board members will hold office until their successors have been elected and hold their first meeting.

Section 5. Vacancies. Vacancies in the Board of Managers caused by a reason other than the removal of a Board member by a vote of the unit owners will be filled by vote of a two-thirds (2/3) majority of the remaining Board members, even though they may constitute less than a quorum. Each person so elected will hold office until a successor is elected at the next annual meeting of unit owners, provided that if a petition signed by unit owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the unit owners to fill the vacancy for the balance of the term, a meeting shall be called by the Board of the unit owners for that purpose within thirty (30) days of the date that the petition is delivered to the Board making the request. At such meeting, the unit owners will elect a person to fill the vacancy for the balance of the unexpired term.

Section 6. Removal of Board members. subject to Section 2(d) above, at any regular or special meeting duly called of the unit owners, any one or more members of the Board of Managers may be removed with or without cause by a majority of unit owners, and a successor may then and there be elected to fill the vacancy so created. Any Board member so elected will serve for the unexpired term of the member's predecessor in office. Any Board member whose removal has been proposed by the unit owners will be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his or her removal.

Section 7. Organizational meeting. The first meeting of the Board of Managers will be held within fourteen (14) days after the initial meeting of the unit owners at which Board members are elected by the unit owners and at a place as may be fixed by the Board. No notice will be necessary to the newly elected Board of Managers in order legally to constitute the meeting, provided a majority of the Board is present.

Section 8. Regular meetings. Regular meetings of the Board

of Managers may be held at such times and places as are determined by the Board. However, at least four such meetings will be held annually. Notice of each regular meeting of the Board will be given to each Board member personally, or by mail, telephone or facsimile, at least five (5) days prior to the date set for the meeting. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section 9. Special meetings. Special meetings of the Board of Managers may be called by the president, and will be called by the president or secretary on the written request of one (1) Board member, on at least three (3) days' notice to each Board member, given personally, or by mail, telephone or facsimile. Any such notice will state the time, place, and purpose of the meeting.

Section 10. Meetings open to unit owners. All meetings of the Board of Managers shall be open to all unit owners except for the portion of any meeting held to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal or agency, or when the Board finds that such action is probably or imminent; to consider information regarding the appointment, employment or dismissal of an employee; or to discuss violations of the rules and regulations of the Association or a unit owner's unpaid share of common expenses. No final action shall be taken by the Board in closed session. Any unit owner may record the proceedings at Board meetings which are open to unit owners by tape, film or other means, provided that the Board may prescribe reasonable rules to govern the right to make such recordings. Notice of each meeting will be posted at least 48 hours before the meeting at a location specified by the Board, except in the case of emergency meetings.

Section 11. Waiver of notice. Any Board member may at any time waive notice of any meeting of the Board of Managers in writing, and any written waiver will be deemed equivalent to the giving of the notice required herein. Attendance by any Board member of any meeting of the Board will constitute a waiver by that member of notice of the time and place thereof. If all Board members are present at any meeting of the Board, no notice will be required, and any business may be transacted at any such meeting.

Section 12. Quorum; adjournments. At all meetings of the

Board of Managers, a majority of the Board will constitute a quorum for the transaction of business, and the acts of a majority of members present at a meeting at which a quorum is present will constitute the acts of the Board of Managers. If at any meeting of the Board of Managers less than a quorum is present, a majority of those present may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Minutes. Minutes shall be taken at all meetings of the Board of Managers. Copies of the minutes shall be available for inspection by unit owners and Board members at all reasonable times.

Section 14. Fidelity bonds. The Board of Managers will require that all officers and employees of the condominium handling or responsible for condominium funds furnish adequate fidelity bonds. The premiums on such bonds will constitute a common expense.

Section 15. Compensation. No member of the Board of Managers will receive compensation from the condominium for acting as such, but by resolution of the Board of Managers, a fixed fee and expenses of attendance may be allowed for attendance at each regular and special meeting. Nothing herein contained will be construed to preclude any Board member from serving the unit owners or the Board of Managers in any other capacity and receiving compensation for those services.

Section 16. Liability of Board of Managers. Members of the Board of Managers will not be liable to unit owners for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor will members of the Board of Managers be personally liable with respect to any contract made by them on behalf of the unit owners, and the owners will indemnify the Board of Managers and each member of it against all contractual liability to third parties arising out of contracts made by the Board of Managers on behalf of the condominium. However, such indemnification will not extend to any contract made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. The liability of each unit owner arising out of any contract made by the Board of Managers or out of the indemnification of the members of the Board of Managers will be the proportion of the total liability that the unit owner's interest in the common elements bears to the interests of all unit owners in the common elements. Every agreement made by

the Board of Managers or by any managing agent or Manager employed by the Board of Managers of behalf of the unit owners will provide that the members of the Board of Managers, or the managing agent or Manager, as the case may be, are acting only as agents for the unit owners, and will have no personal liability thereunder except as unit owners. Agreements will further provide that each unit owner's liability thereunder is limited to the proportion of the total liability thereunder that the unit owner's interest in the common elements bears to the interests of all unit owners in the common elements.

Section 17. Annual account to unit owners. The Board of Managers shall annually supply to all unit owners an itemized accounting of the common expenses for the preceding year actually incurred and 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.

Article 3

Unit Owners

Section 1. Membership. Each unit owner will, automatically on becoming an owner, become a member of the Association, herein sometimes called the unit owners, and will remain a member until such time as such ownership ceases, at which time the membership in the Association will likewise cease.

Section 2. Annual meetings. Within thirty (30) days after the turnover date, Developer will notify all unit owners thereof, and the first meeting of the unit owners will be called by the president to be held within thirty (30) days thereafter. At such meeting, officers and Directors of the Developer holding office as members of the Board of Managers will resign, and all unit owners, including Developer, will elect a new Board of Managers.

Thereafter, annual meetings of the unit owners will be held on a date selected by the Board of Directors in each succeeding year.

At such meetings there will be elected by ballot of the owners of a Board of Managers in accordance with the requirements of Section 2 of Article 2 of these Bylaws. The owners may also transact such other business of the condominium as may properly come before the meeting.

Section 3. Special meetings. The president may, and will

if directed by resolution of the Board of Managers or by petition signed and presented to the secretary by unit owners owning a total of at least twenty percent (20%) of the common interest, call a special meeting of the unit owners. The notice of any special meeting will state the time and place of the meeting, and the intended purpose. No business will be transacted at a special meeting except as stated in the notice except by the consent of at least fifty percent (50%) of the common interest of owners present for the meeting, either in person or by proxy.

The method by which matters subject to the approval of unit owners set forth in the Act or in the condominium instruments, will be submitted to the unit owners at special membership meetings called for such purposes in the manner specified by the Act, the Declaration, or these Bylaws.

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

Section 4. Place of meetings. Meetings of unit owners will be held at some suitable place convenient to the owners as may be designated by the Board of Managers from time to time.

Section 5. Notice of meetings. Written notice of any membership meeting shall be mailed or delivered by the secretary giving members not less than 10 days notice of the time, place and purpose of the meeting. Notice shall not be issued for a meeting more than thirty (30) days prior to the meeting.

Section 6. Quorum; majority of unit owners defined. At all meetings, a majority of unit owners will constitute a quorum for the transaction of business. If a quorum is present at a meeting, the acts of a majority of unit owners of those unit owners present shall bind all unit owners for all purposes other than those for which a higher percentage is required by law, by the Declaration, or by these Bylaws. If, at any meeting of unit owners, there is less than a quorum present, a majority of those present may adjourn the meeting to a time not less than twenty-four (24) hours from the time the original meeting was called. At any such subsequent meeting at which a quorum is present, any business that might have been transacted at the meeting as

originally called may be transacted without further notice. As used in these Bylaws, the term "majority of unit owners" means those owners holding fifty-one percent (51%) in the aggregate of both common interest and in number of units.

Section 7. Order of business. The order of business at all meetings of the unit owners will be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Managers.
- (f) Report of committees.
- (g) Election of inspectors of election (when appropriate).
- (h) Election of members of Board of Managers (when required).
- (i) Unfinished business.
- (j) New business.

Section 8. Voting. The owner or owners of each unit, or some person appointed by such owner or owners to act as proxy on the owner or owners' behalf, will be entitled to cast the vote appurtenant to each such unit at all meetings of the unit owners. The appointment of any proxy will be made in a writing filed with the secretary, and will be revocable at any time by notice in writing to the secretary. Unless expressly provided in the proxy, no proxy shall be valid for more than 11 months from the date of its execution and the proxy must bear the date of execution. Voting will be on a percentage basis. The percentage of the vote to which each unit is entitled is the percentage interest of the undivided ownership of the common elements appurtenant thereto. When thirty percent (30%) or fewer of the units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified by the Act or in the condominium instruments shall require the specified percentage by number of units rather than by percentage of interest in the common elements allocated

to units that would otherwise be applicable.

If 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. If more than one of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is a majority agreement if any one of the multiple owners cast the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit.

In the event that any unit is sold by an installment contract by a seller other than the Developer, the installment purchaser shall, during such times as the purchaser resides in the unit, and unless the seller has expressly in writing retained such rights, be counted toward a quorum for purposes of election of members of the Board, have the right to vote for the election of members of the Board, and have the right to be elected and serve on the Board. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office, or be elected and serve on the Board. The Board shall be furnished with satisfactory evidence of any such installment contract.

Section 9. Minutes. Minutes shall be taken at all meetings of unit owners. Copies of the minutes shall be available for inspection by unit owners and members of the Board of Managers at all reasonable times.

Section 10. Title to units. Title to units may be acquired and held in the name of an individual, in the name of two or more persons as joint tenants, tenants by the entirety, tenants in common, or any other joint estate recognized under Illinois law, or in the name of a corporation, a partnership, limited liability company, or a fiduciary.

Section 11. Copy of proposed annual budget. Each unit owner shall be given, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget. The budget shall contain an indication of the portions thereof intended for reserves, capital expenditures or repairs or payment of real estate taxes.

Section 12. Notice of Managers' meetings or assessment. Each unit owner shall receive notice, in the same manner as is

provided in Section 5 for membership meetings, of any meetings of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment.

Article 4

Officers

Section 1. Designation. The principal officers of the Association will be a president, a vice president, a secretary, and a treasurer, all of whom will be elected by and from the Board of Managers. The Board may also appoint such other officers as in its judgment may be necessary. The office of secretary and treasurer may be held by the same person.

Section 2. Election of officers. The officers of the Association will be elected annually by the Board of Managers at the organizational meeting of each new Board, and will hold office at the pleasure of the Board. No officer shall be elected for a term of more than one (1) year, but any officer may succeed himself.

Section 3. Removal of officers. On the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, with or without cause, and his or her successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for that purpose.

Section 4. President. The president will be the chief executive officer of the Association. The president will preside at all meetings of the Board of Managers and of unit owners. The president will have all general powers and duties that are incident to the office of president of a not for profit corporation organized in Illinois, for purposes of conducting a condominium Association, including, but not limited to the power to appoint committees from among the owners as the president may deem appropriate to assist in the conduct of the affairs of the Association. The president is designated as the officer to execute amendments to the condominium instruments.

Section 5. Vice President. The vice president shall take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Board of Managers will appoint some other member of the Board to do so on an interim basis. The vice president will also perform such

other duties as may from time to time be imposed upon him or her by the Board of Managers.

Section 6. Secretary. The secretary shall keep the minutes of all meetings of the Board of Managers and of the unit owners; he or she will have charge of such books and papers as the Board of Managers may determine; and he or she will, in general, perform all duties incident to the office of secretary of a not for profit corporation organization under the laws of the State of Illinois. The secretary is designated as the officer to mail and receive all notices provided for in the Act, the Declaration, and these Bylaws.

Section 7. Treasurer. The treasurer shall have responsibility for the funds and securities of the condominium, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. The treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers or managing agent, in such depositories as may from time to time be designated by the Board of Managers, and will, in general, perform all duties incident to the office of treasurer of a not for profit corporation organized under the laws of the State of Illinois.

Section 8. Compensation. No officer will receive any compensation from the Association for acting as such. However, nothing contained herein will be construed to preclude any officer from serving the Association in any other capacity, and receiving compensation therefor or from receiving reimbursement for expenses reasonably incurred in the performance of the duties of his or her office.

Section 9. Officer to mail and receive notices. The secretary is hereby designed the officer to mail and receive all notices and execute amendments to any condominium instruments as provided for in the Condominium Property Act of the State of Illinois and in the condominium instruments.

Section 10. Vacancies. Vacancies in any office shall be filled by election of the Board of Managers.

Article 5

Records

Section 1. Records; certification by certified public accountants. The manager, managing agent, and Board of Managers will keep detailed records of all actions of the manager, managing agent, and Board of Managers, as well as minutes of the meeting of the Board of Managers, minutes of the meetings of the unit owners, and financial records and books of account for the condominium, including a chronological record of all receipts and disbursements. A separate account will also be kept for each unit containing, among other things, the amount of each assessment against the unit, the date when due, amounts paid thereon, and the balance remaining due. The Board of Managers will also prepare a quarterly written report summarizing receipts and disbursements of the condominium, copies of which will be made available to all unit owners. Additionally, an annual report of receipts and disbursements of the condominium, certified by an independent certified public accountant, will be rendered by the Board of Managers to all unit owners, mortgagees, and trust deed beneficiaries requesting it, promptly after the end of each fiscal year.

Article 6

Amendments

Section 1. Amendments. These Bylaws may be amended or supplemented by the vote of those unit owners entitled to exercise sixty-six and two-thirds percent (66 2/3%) of the total voting power of the unit owners at a meeting of unit owners duly called and held for this purpose. Any such amendment or supplement shall be filed for record in the office in which these Bylaws are recorded.

Article 7

Conflicts

Section 1. Conflicts. These Bylaws are intended to comply with the requirements of, and are written according to the provisions of the Illinois Condominium Property Act. If these Bylaws or any provisions hereof are so construed as to be in conflict with the provisions of such statutes or of the

Declaration to which they are attached, the provisions of the statutes or of the Declaration, as the case may be, will control.

Article 8

Conflicts of Interest

Section 1. The Board may not enter into a contract on behalf of the Association with any current Board member or with a corporation, partnership or other business entity in which a Board member or a member of the Board member's immediate family has a twenty-five percent (25%) or greater interest, unless notice of the Board's intent to enter into the contract is given to unit owners within twenty (20) days after a decision is made to enter the contract. If a petition signed by twenty percent (20%) of the unit owners is filed with the Board within twenty (20) days of the date notice is given to the unit owners, a meeting of the unit owners will be held within thirty (30) days to approve or disapprove the contract by majority vote of the unit owners. For purposes of this article, immediate family means the Board member's spouse, children or parents.

Section 2. The provisions of Section 1 shall not apply to the Developer or to any party with whom the Developer has contracted for the construction of dwelling units or the administration of the development.

Article 9

Indemnification

Section 1. Members of the Board of Directors (Board of Managers) and Officers of the Association will be entitled to indemnification as provided in Article 4 of the Declaration.

Article 10

Miscellaneous

Section 1. Notices. All notices required or permitted to be sent to the Board of Managers will be sent by certified mail to the secretary of the Board of Managers at such address as the Board may, from time to time designate. All notices required or permitted to be sent to any unit owner will be sent by certified

mail to the condominium or to such other address as the owner may have designated in writing to the Board of Managers. All notices to unit mortgagees will be sent by certified mail to their respective addresses, as maintained by the secretary in the book entitled "Mortgagees of Units". All notices will be deemed to have been given when mailed, except notices of change of address which will be deemed to have been given when received.

Section 2. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations and failures to enforce that may occur.

Section 3. Invalidity. If any provision or provisions of these Bylaws is or are declared invalid, the invalidity will in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these Bylaws.

Section 4. Captions. Captions are inserted in these Bylaws for convenience and reference only, and will not be taken in any way to limit or describe the scope of these Bylaws or any provision thereof.

4604 2985

EXHIBIT E

DESCRIPTION OF ADDITIONAL PROPERTY

SUMMERFIELD GARDENS CONDOMINIUM

Lots 1, 2, 3, 4, 5, 6, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, Summerfield Gardens, a Subdivision located in the Southwest Quarter of Section 33, Township 6 North, Range 10 West of the Third Principal Meridian as the same appears from a plat thereof recorded in Plat Cabinet 63, Page 111 of the Recorder's Office of Madison County, Illinois; all being situated in the Village of Godfrey, County of Madison and State of Illinois.

4604 2986

EXHIBIT E SUMMERFIELD GARDENS - PHASE I

A SUBDIVISION LOCATED IN THE NORTHEAST 1/4 OF SECTION 33,
TOWNSHIP 6 NORTH, RANGE 10 WEST
OF THE 3RD PRINCIPAL MERIDIAN, PART OF WHICH IS A RESUBDIVISION OF
PART OF LOT 47, SUMMERFIELD-PHASE I
VILLAGE OF GODFREY, MADISON COUNTY, ILLINOIS

SMS
Sheppard, Morgan & Schwab, Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
1001 W. MONROE ST., SUITE 100
GODFREY, ILLINOIS 62002
(618) 462-9755

GRAPHIC SCALE
1" = 100'
0 100' 200'

OWNER/SUBDIVIDER
ROBERT L. EDMONS, SARAH J. EDMONS,
PHILIP L. WICKENHAUSER AND MARY T. WICKENHAUSER
1630 WEST DELMAR
GODFREY, ILLINOIS 62005
(618) 466-1561

PROFESSIONAL LAND SURVEYOR
SHEPPARD, MORGAN & SCHWAB
215 MARBLE STREET
GODFREY, ILLINOIS 62002
(618) 462-9755

CHORD TABLE

CHORD NO.	DELTA	RADIUS	LENGTH / ANGLE	CHORD DISTANCE	CHORD BEARING
1	90.0000	21.000	39.27	43.00	N71.30 S 05.2
2	46.1122	21.000	21.87	11.18	S39.53 E 21.2
3	28.7246	21.000	24.18	11.18	S25.92 E 35.3
4	18.7173	21.000	27.61	11.18	N07.28 S 35.3
5	12.2214	21.000	31.87	11.18	N01.21 E 42.4
6	8.2214	21.000	36.40	11.18	N01.21 E 42.4
7	5.2214	21.000	41.12	11.18	N01.21 E 42.4
8	3.2214	21.000	46.01	11.18	N01.21 E 42.4
9	2.2214	21.000	51.07	11.18	N01.21 E 42.4
10	1.2214	21.000	56.30	11.18	N01.21 E 42.4
11	0.7214	21.000	61.69	11.18	N01.21 E 42.4
12	0.4214	21.000	67.24	11.18	N01.21 E 42.4
13	0.2214	21.000	72.95	11.18	N01.21 E 42.4
14	0.1214	21.000	78.82	11.18	N01.21 E 42.4
15	0.0614	21.000	84.85	11.18	N01.21 E 42.4
16	0.0314	21.000	91.04	11.18	N01.21 E 42.4
17	0.0114	21.000	97.39	11.18	N01.21 E 42.4
18	0.0014	21.000	103.90	11.18	N01.21 E 42.4
19	0.0000	21.000	110.57	11.18	N01.21 E 42.4
20	0.0000	21.000	117.40	11.18	N01.21 E 42.4
21	0.0000	21.000	124.39	11.18	N01.21 E 42.4
22	0.0000	21.000	131.54	11.18	N01.21 E 42.4
23	0.0000	21.000	138.85	11.18	N01.21 E 42.4
24	0.0000	21.000	146.32	11.18	N01.21 E 42.4
25	0.0000	21.000	153.95	11.18	N01.21 E 42.4
26	0.0000	21.000	161.74	11.18	N01.21 E 42.4
27	0.0000	21.000	169.69	11.18	N01.21 E 42.4
28	0.0000	21.000	177.80	11.18	N01.21 E 42.4
29	0.0000	21.000	186.07	11.18	N01.21 E 42.4
30	0.0000	21.000	194.50	11.18	N01.21 E 42.4
31	0.0000	21.000	203.09	11.18	N01.21 E 42.4
32	0.0000	21.000	211.84	11.18	N01.21 E 42.4
33	0.0000	21.000	220.75	11.18	N01.21 E 42.4
34	0.0000	21.000	229.82	11.18	N01.21 E 42.4
35	0.0000	21.000	239.05	11.18	N01.21 E 42.4
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149	0.0000	21.000	2336.74	11.18	N01.21 E 42.4
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152	0.0000	21.000	2420.02	11.18	N01.21 E 42.4
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155	0.0000	21.000	2504.74	11.18	N01.21 E 42.4
156	0.0000	21.000	2533.30	11.18	N01.21 E 42.4
157	0.0000	21.000	2562.02	11.18	N01.21 E 42.4
158	0.0000	21.000	2590.90	11.18	N01.21 E 42.4
159	0.0000	21.000	2620.02	11.18	N01.21 E 42.4
160	0.0000	21.000	2649.34	11.18	N01.21 E 42.4
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162	0.0000	21.000	2708.70	11.18	N01.21 E 42.4
163	0.0000	21.000	2738.74		

TO: Summerfield Villas / Condo Association Members
FR: Jim Herndon, Board President
RE: By-Law Amendments
DA: 5/6/13

Attached you should find an official copy of the amendments to the by-laws as approved at our Annual Meeting and Special Meeting on January 13, 2013. Please affix or maintain these records with your official copy of the by-laws for future reference. Thank you.



2013R04525

STATE OF ILLINOIS
MADISON COUNTY
FILED FOR RECORD IN
THE RECORDERS OFFICE
01/28/2013 12:02PM
AMY MEYER, RECORDER
REC FEE: 25.00
RHSPS FEE: 10.00

35.00 CK 1441

AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
SUMMERFIELD GARDENS CONDOMINIUM

This Amendment to the Declaration Of Condominium Ownership For Summerfield Gardens Condominium is made as of the date below written pursuant to Article Eight of the Declaration of Condominium Ownership under The Illinois Condominium Property Act For Summerfield Gardens Condominium dated August 29, 2003 and recorded on September 9, 2003 as document number 2003 R 68631 in Book 4604 at Page 2914 by vote of in excess of 66 2/3% of the unit owners constituting Summerfield Gardens Condominium Association at a meeting of the membership of the of the Association held on JANUARY 13, 2013, as follows:

Article Three (Use, Occupancy and Maintenance of the Property) is amended by the revision of the first paragraph on page 14 of the Declaration (Book 4604 Page 2927) ("Use Restrictions") to read as follows:

Use Restrictions: Except as otherwise expressly provided in the declaration, each dwelling unit shall be used only as a single family residence by the unit owner and the unit owner's family, and social guests and no business, industry, trade, craft or nonresidential activity shall be conducted in the dwelling unit; provided, that, no unit owner shall be precluded with respect to the owner's dwelling unit, from (i) maintaining a personal professional library, (ii) keeping the owner's personal business records or accounts in it, (iii) handling the owner's personal business or professional calls or correspondence there, or (iv) conferring with business or professional associates, clients, or customers. No portion of a unit may be rented.

No immoral, improper, offensive or illegal or unlawful uses or activities will be made of or on the condominium property or any dwelling unit, and each unit owner, at the owner's

own expense, will comply with, perform, and fully satisfy all municipal, county state, and federal laws, statutes, ordinances, regulations, orders, or requirements affecting the owner's unit.

Article Three (Use, Occupancy and Maintenance of the Property) is amended by the revision of the last paragraph on page 14 of the Declaration (Book 4604 Page 2927) ("Signs") to read as follows:

Signs: Except as provided herein or permitted by the Board, no "For Sale" or other solicitation or advertising sign or window display shall be maintained or permitted on the condominium property, provided that the Developer or the Developer's agent may place "For Sale" signs on any unsold or unoccupied units or on the common elements, including signs advertising the development in general.

Article Three (Use, Occupancy and Maintenance of the Property) is amended by the revision of the second full paragraph on page 15 of the Declaration (Book 4604 Page 2928) ("Structural Improvement") to read as follows:

Structural Improvement: Nothing shall be done to any part of the condominium property which would impair the structural integrity of any building or structure located on the condominium property, including porches. Only standard porch/outdoor furniture, ornamental decorations and flowers shall be allowed on any porch.

Article Three (Use, Occupancy and Maintenance of the Property) is amended by the revision of the last paragraph on page 15 of the Declaration (Book 4604 page 2928) ("Parking") to read as follows:

Parking: Except for occasional social events, parking shall be restricted to the garage, driveway, and any parking area associated with each unit as limited common elements. The Board may establish parking regulations for the streets and ways in the common elements of the condominium property. Recreational vehicles, campers, boats, trailers and other vehicles may not be parked or stored permanently on condominium property, unless and except such storage receives prior Board approval and provision is made for fully enclosed storage as part of the construction of a dwelling unit or storage facilities are constructed as part of the common elements. Temporary or short term parking of recreational vehicles, campers, boats, and trailers may not exceed 24 hours in duration. Parking of all other vehicles, including nonpassenger vehicles, is prohibited unless

required for construction or repairs as a dwelling unit or common element. The Board, after notice to a unit owner, may cause any improperly parked or stored vehicle to be removed at the unit owner's sole expense which shall constitute a lien on the unit owner's property if not paid.

Article Six (Assessments) is amended by the revision of the last paragraph on page 25 of the Declaration (Book 4604 Page 2938) ("Purpose of Assessments") is revised to read as follows:

Purpose of Assessments: The assessments levied by the Association shall be for the purposes of promoting the recreation, health, safety, and welfare of members of the Association, to administer the affairs of the Association, and to pay the common expenses, including expenses associated with exclusive or nonexclusive limited common elements and the acquisition of real estate described in Exhibit E of the Declaration which has not previously been made part of the Summerfield Gardens Condominium. Any such additional real estate shall become part of the condominium and will be subject to the Declaration, as amended, and will become a common element of the condominium with any dwelling unit constructed thereon to be in conformity with the Declaration, as amended, provided, however, that any such additional real estate may be maintained as open space or green space for the benefit of the condominium community as determined by the Board of Directors or vote of the membership.

Article Ten (Payment of Assessments) on page 35 of the Declaration (Book 4604 Page 2948) ("Payment of Assessments") is revised to read as follows:

Payment of Assessments: No unit owner will be permitted to convey, mortgage, deed in trust, pledge, or sell the owner's unit unless and until the owner has paid in full to the Board of Managers all unpaid charges theretofore assessed against the owner's unit, and until the owner has satisfied all unpaid liens against the owner's unit other than mortgage liens. A unit will be subject to assessment upon completion of the initial construction of the unit.

Exhibit D, Bylaws of Summerfield Gardens Condominium pursuant to the Illinois Condominium Property Act Under Declaration of Condominium, Article 1, Plan of Unit Ownership (Book 4604 Page 2969) is revised to read as follows:

Article 1
Plan of Unit Ownership

Section 1. Unit Ownership. The condominium, located in Madison County, Illinois, and known as Summerfield Gardens Condominium, was submitted to the provisions of the Illinois Condominium Property Act, by Declaration recorded simultaneously herewith in the office of the Madison County Recorder.

Section 2. Applicability to property. The revisions of these Bylaws are applicable to the condominium property, which term is defined in the Declaration, all easements, rights, and appurtenances belonging to it, and all other property, personal or mixed, intended for use in connection with it.

Section 3. Applicability to persons. All present and future owners, and mortgagees, their employees, and any other person who may use the facilities of the condominium in any manner will be subject to these Bylaws, relevant unit deeds, and rules and regulations pertaining to the use and operation of the condominium property.

Acquisition or occupancy of any unit in the condominium will be sufficient to signify acceptance and ratification of the provisions of the above instruments, and an agreement to comply with them.

Section 4. Office. The office of the condominium and of the Association of unit owners shall be located at such location as specified from time to time by the Board.

Section 5. Membership. The condominium Association shall have one class of membership consisting of unit owners.

Section 6. Terms and definitions. Terms used in these Bylaws shall have the same meaning ascribed to them in the Declaration.

The above and foregoing amendments to the Declaration of Condominium Under the Illinois Condominium Property Act For Summerfield Gardens Condominium shall be effective following their adoption by the membership of the Summerfield Gardens Condominium Association when placed of record in the Office of the Madison County, Illinois Recorder, which date or recordation shall be the effective date of the amendments.

The undersigned President and Secretary of the Summerfield Gardens Condominium Association do certify that the above and foregoing amendments to the Declaration of Condominium for the Summerfield Gardens Condominium were adopted at a meeting of the

membership of the Summerfield Gardens Condominium Association in accordance with the provisions of said declaration and that notice of said meeting was given as provided there, that no objection was made to the notice of said meeting, that a quorum was present and acting at such meeting, and that in excess of 66 2/3% of the members of the said Association were present in person or by proxy were present and acting at such meeting.

Dated this 16 day of January, 2013

Donald W. Ende
President

Attest:

Sandra Willings
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

On the 16 day of January, 2013, there did appear before me, Donald W. Ende and Sandra Willings a Notary Public, who did execute the above and foregoing instrument in their capacities as officers of the Summerfield Gardens Condominium Association on behalf of the said Association for the uses and purposes therein set forth.



Michelle Steinkuehler
Notary Public

Prepared by and return to:
James S. Sinclair
Stobbs, Sinclair & Carruthers
P.O. Box 336
500 Bond Street
Alton, IL 62002
618-465-6978

END OF DOCUMENT