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**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
NEUHAVEN MASTER ASSOCIATION**

**This document prepared by and after
recording to be returned to:**

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[To be inserted prior to recording]

**AMENDED AND RESTATED DECLARATION OF
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NEUHAVEN MASTER ASSOCIATION**

~~THIS DECLARATION (the "Declaration") made this ____ day of December ____ 2003 by NEUMANN HOMES, INC., an Illinois corporation (hereinafter referred to as the "Declarant").~~

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR NEUHAVEN MASTER ASSOCIATION ("Declaration") has been approved by two-thirds of the Board of Directors of NeuHaven Master Association ("Association") in accordance with Section 1-60(a) of the Illinois Common Interest Community Association Act ("Act"), 765 ILCS 160/1-60(a). This Declaration shall serve the purpose of amending the Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Master Association ("Original Declaration") which was recorded as Document No. 5452996 on December 11, 2003 in the Office of the Recorder of Deeds for Lake County, Illinois, as amended from time to time, against the property legally described in Exhibit "A" attached hereto and made a part hereof.

PREAMBLES:

A. ~~Declarant is the Owner in fee simple~~The Association and its Owners are the owners of a certain ~~parcel of~~ real estate in the Village of Antioch, County of Lake, State of Illinois, legally described in Exhibit "A", attached hereto and incorporated herein (the "Property");

B. ~~Declarant and Developer (hereinafter defined) desire to develop~~The Property is developed as a residential development ~~on the Property and the Additional Property~~ consisting of three hundred seventy-nine (379) single-family homes and one hundred sixteen (116) townhomes and to be known as NeuHaven (the "Development"); and

C. ~~Declarant is desirous of submitting the Property~~By recording of the Original Declaration, as amended from time to time, the Property has been submitted, and remains submitted by the recording of this document, to the provisions of this Declaration.

NOW, THEREFORE, ~~Declarant~~ the Association and its Owners hereby ~~declares~~ declare that the Property shall be held, sold, transferred, occupied and conveyed subject to the following covenants, conditions, easements and restrictions, all of which shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE 1

DECLARATION PURPOSES AND PROPERTY SUBJECT TO DECLARATION

1.1 The ~~Declarant desires to create on the~~ Property was created as a residential development for all owners and future owners of Lots (as hereinafter defined) for the following general purposes:

- a. ~~The Declarant, by the imposition of covenants, conditions and restrictions and the reservation of certain powers unto itself, does intend to provide for the Property~~ a plan for the Development which is intended to enhance and to protect the values of ~~Declarant's~~the residential community; and
- b. ~~The Declarant desires to~~ To provide for the maintenance of the Common Area (as hereinafter defined), portions of which may be owned by the Association (as hereinafter defined) and used in common by the Owners (as hereinafter defined) of the Property.

1.2 To further the general purposes herein expressed, ~~the Declarant, for itself, its successors and assigns, hereby declares that~~ the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions herein set forth.

ARTICLE 2

DEFINITIONS

The following words, when used in this Declaration or in any supplemental Declaration, shall, unless the context shall prohibit, have the following meanings:

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

2.2 ~~2.1 "Additional Property"~~ "Association" shall mean and refer to the ~~real estate legally described in Exhibit "D", which is attached hereto.~~

~~2.2~~ "Association" shall mean and refer to the NeuHaven Master Association, an Illinois not-for-profit corporation, as from time to time amended, its successor and assigns.

2.3 "Board" shall mean and refer to the Board of Directors of the NeuHaven Master Association, an Illinois not-for-profit corporation; said entity shall govern and control the administration and operation of the Property.

2.4 "By-Laws" shall mean and refer to the Amended and Restated By-Laws of the NeuHaven Master Association, which are attached hereto as Exhibit ~~"C"~~ "B". The By-Laws are incorporated into this Declaration by this reference.

2.5 "Common Area" shall mean and refer to all real property and improvements thereon to be owned or maintained by the Association for the common use and enjoyment of all members of the Association. The Common Area shall include all ~~Outlets~~ Outlots as indicated on the Subdivision Plat, as hereinafter defined.

2.6 ~~"Declarant" / "Developer" shall mean and refer to Neumann Homes, Inc., an Illinois corporation.~~ "Community instruments" means all documents and authorized amendments thereto recorded by a developer or common interest community association, including, but not limited to, the Declaration, By-Laws, operating agreement, plat of survey, and rules and regulations.

2.7 "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

2.8 ~~2.7~~ "Homeowners Association" shall mean and refer to NeuHaven Homeowners Association, an Illinois Not for Profit Corporation, and its successors and/or assigns.

2.9 ~~2.8~~ "Lot" shall mean and refer to that portion of the Property indicated upon the recorded subdivision plat or plats of the Property improved or intended to be improved as set forth on Exhibit ~~"B"~~ "B", attached ~~hereto~~ to the Original Declaration, as amended from time to time.

2.10 ~~2.9~~ "Owner" shall mean and refer to the record owner, whether one or more persons, individuals or entities, of a fee simple title to any Lot, which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

2.11 "Management company" or "community association manager" means a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for an association for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to the Common Interest Community Association Act.

2.12 ~~2.10~~ "Member" or "Membership" shall mean and refer to every person or entity who holds Membership in the Association.

2.13 ~~2.11~~ "Mortgage" shall mean and refer to either a Mortgage or Deed of Trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.

2.14 ~~2.12~~ "Person" shall mean and refer to a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real Property.

2.15 "Prescribed delivery method" means mailing, delivering, posting in an Association publication that is routinely mailed to all Members, electronic transmission, or any other delivery method that is approved in writing by the Member and authorized by the community instruments.

2.16 ~~2.13~~ "Property" shall mean and refer to the real estate legally described in Exhibit "A", attached hereto and made a part hereof.

2.17 ~~2.14~~ "Subdivision Plat" shall mean and refer to the Plats of Subdivision for the NeuHaven Subdivision ~~to be recorded~~ with the office of the Recorder of Deeds of Lake County, Illinois. ~~A copy of the Final Plat of Subdivision (unrecorded) for Phase 1 is attached hereto and made a part hereof~~ and attached to the Original Declaration as Exhibit "B" as amended from time to time.

2.18 ~~2.15~~ "Single Family" shall mean and refer to one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three (3) persons not all so related, maintaining a common household.

2.19 ~~2.16~~ "Townhome Association" shall mean and refer to NeuHaven Townhome Association, an Illinois not-for-profit corporation, and its successors and/or assigns.

~~2.17 "Turnover Date" shall mean and refer to the meaning referred to and set forth in Section 4.6 hereof.~~

ARTICLE 3

MEMBERSHIP AND BOARD OF DIRECTORS

3.1 Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

3.2 Voting Rights. The Association shall have one class of membership and each member shall have one vote for each Lot such member owns, provided that in no event shall more than one (1) vote be cast with respect to any one (1) Lot. If more than one (1) person is the record owner of any ~~lot~~Lot, or if an Owner is a trustee, corporation, partnership or other legal entity, the vote for such Lot shall be exercised as such Owner or Owners of that Lot shall designate. Such designation shall be made in writing to the Board or in such other manner as may be provided in the By-~~laws~~Laws.

3.3 Board of Directors. The Association shall be governed by a Board of Directors comprised of five (5) persons, or such greater number as may be determined by Board resolution. The Board shall consist of five (5) members, each of whom shall be an Owner and a Voting Member (as defined herein), provided that there shall be positions on the Board for two (2) persons who are members of the Homeowners Association and two (2) persons who are members of the Townhome Association. The remaining member of the Board shall either be from the Homeowners Association or the Townhome Association. The Board shall maintain and administer the Common Area and improvements thereon in accordance with the terms and provisions of this Declaration and the By-Laws.

3.4 Officers. The Association shall have such Officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the Articles of Incorporation or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in its Board, from time to time,

and its officers under the direction of the Board and shall not be subject to the approval of the Members. The Articles of Incorporation and By-Laws of the Association may include such added provisions for the protection and indemnification of ~~Its~~ Officers and Directors as shall be permissible by law. The Directors and Officers of the Association shall not be liable to the Owners or others for any mistake of judgment or any acts or omissions made in good faith as such Directors or Officers.

3.5 Director and Officer Liability. Neither the Directors nor the Officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute fraud. The Association shall indemnify and hold harmless the Directors and Officers, their heirs and legal representatives against all contractual and other liabilities to others arising out of contracts made by or other acts of the Directors and Officers on behalf of the Owners or the Association or arising out of their status as Directors or Officers unless any such contact or such act shall have been made fraudulently. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director or Officer may be involved by virtue of being or having been such Director or Officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for fraud in the performance of his duties as such Director 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 no reasonable ground for such person being adjudged liable for fraud in the performance of his/her duties as such Director or Officer.

~~3.6 — Turnover. The Developer shall, through the Board appointed by it in accordance with Section 3.2, exercise control over all Association matters until the first to occur of the following events: a) twelve (12) years from the date of this Declaration, b) the sale and conveyance of legal title to all of the Lots to Owners other than Declarant or an assignee of Declarant as provided in Section 9.7 hereof, or (c) Developer elects voluntarily to turn over to the Members the authority to appoint the Board, which election it shall evidence by directing the~~

~~Declarant to execute and record in the Office of the Recorder of Deeds of Lake County, Illinois an instrument setting forth its intention to so turnover its authority hereunder. The date upon which the authority to appoint the Board passes to the Members is hereinafter referred to as the "Turnover Date". On or prior to the Turnover Date, the Developer shall cause Declarant to convey to the Association, and the Association shall accept, the Common Area to be owned by the Association hereunder, and the Association shall undertake to maintain the Common Area pursuant to the terms hereof.~~

3.6 ~~3.7~~ Board Powers. The Association, through the Board, shall have the following powers and duties:

- a. Own, maintain, and otherwise manage the Common Area and all Improvements thereon, and own, maintain, and otherwise manage all other Property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any landscaping located in concrete islands, cul-de-sac and median strips in the dedicated streets which are adjacent to or within the Property and to maintain any signage and lighting located thereon;
- b. Have the authority to ~~employ~~engage the services of a manager or ~~other persons~~management company and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, ~~provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same not later than thirty (30) days after the date of the initial meeting of the Members of the Association is held as provided by the~~ By-Laws;
- c. Establish and maintain a working capital and contingency fund in an amount to be determined by the Board;
- d. Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, water systems, brick pavers, lighting and other improvements located within the Common Area at the entranceways to the Property.
- e. At its option, mow, care for, maintain vacant and unimproved portions of the Property and remove rubbish from same and to do any other things necessary

or desirable in the judgment of the Board to keep any vacant portions of the unimproved portions of the Property neat in appearance and in good order. ~~The foregoing rights shall not apply to any lot or other portion of the Property owned by Declarant;~~

- f. Make such improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its Articles of Incorporation and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping NeuHaven Subdivision a highly desirable residential community; ~~and~~
- g. To deny an Owner access to the Common Area for such Owner's failure to pay assessments in accordance with the terms and conditions of this Declaration; ~~and~~ and
- h. Exercise all other powers and duties vested in or delegated to the Association and not specifically reserved to the Members by this Declaration, the Articles of Incorporation or the By-Laws.

3.7 ~~3.8~~ Insurance. The Board shall also have the authority to and shall obtain comprehensive liability insurance, including liability for injuries to and death of persons and property damage, in such limits as it shall deem desirable, and worker's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its Officers, members of the Board, ~~the Declarant,~~ and their respective employees and agents from liability and insuring the Officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authority. Such insurance coverage shall include cross-liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses payable out of the proceeds of the Assessments required by and collected in accordance with Article 5. The Association shall be further responsible for maintaining such policies of insurance for the Common Area against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time deem

prudent. The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least 30 days prior written notice for the Association. The Insurance policies shall contain waivers of subrogation with respect to the Board, its employees, agents, owners and mortgagees.

~~3.9 — Developer Rights. Notwithstanding anything contained in the Declaration to the contrary:-~~

- ~~a. — Until the Turnover Date, the Developer shall have all the rights and powers herein granted to the Association and shall be authorized and empowered to take all such actions as the Board would have been authorized and empowered to take as herein provided. Until the Turnover Date, the Developer shall have the right to appoint all of the members of the Board.~~
- ~~b. — Until the Turnover Date, Developer may elect to maintain the Common Area and all signs and monuments located thereon and shall pay all expenses and costs in connection with the Common Area, including, without limitation, the costs of improving and maintaining the Common Area (and any signs and monuments located thereon) and general real estate taxes payable in connection with the Common Area and such payments shall be credited against any amounts due the Association from Developer, including in Subsidy Payments (as hereinafter defined). To the extent that any real property taxes payable after the Turnover Date are attributable to the period prior to the Turnover Date, the Developer shall reimburse the Association, on a pro rata basis, for such real property taxes. Declarant shall, not later than the Turnover Date, convey to the Association that a portion of the Common Area is to be owned by the Association.~~
- ~~e. — Developer shall be entitled, without cost, at all times to conduct sales or leasing of lots and residences to be located upon Lots from the Property and shall have the right, for itself and its agents, employees, guests, invitees, to utilize roads, streets, Common Area and all other portions of the Property, excluding Lots or residences to conveyed to Owners, for such purposes, at no cost or expense, until all Lots are sold and conveyed to purchasers thereof. The developer may at all times, without cost, utilize signage lighting and~~

~~establish temporary construction and sales offices, buildings and trailers and construct model homes to conduct its construction, sales and marketing of the Property.~~

~~d. Prior to the Turnover Date, the Developer shall not be obligated to pay any amounts to the Association as an Assessment (either general or special). Prior to the Turnover Date, the Developer may elect to pay to the Association payments ("Subsidy Payments") in an amount equal to the difference between the actual expenses incurred by the Association (not including reserves) and the amount of Assessments paid by the Owners in accordance with the terms and conditions of this Declaration. The Declarant may make Subsidy Payments as needed, as determined by the Developer, during such period. A final accounting shall be made between the Developer and the Association with respect to the Subsidy Payments as soon as practicable after the Turnover Date. The Developer shall not be responsible for the payment of any amounts to the Capital Reserve. If the Developer elects to make Subsidiary Payments, upon Turnover, the Developer shall have no further obligation for payment of the Subsidy Payments~~

3.8 Fidelity Insurance. The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company. A management company holding reserve funds of the Association shall at all times maintain a separate account for each association, unless by contract the Board of the Association authorizes a management company to maintain Association reserves in a single account with other associations for investment purposes. With the consent of the Board, the management company may hold all operating funds of associations which it manages in a single operating account, but shall at all times maintain records identifying

all moneys of each association in such operating account. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company. A management company that provides common interest community association management services for more than one common interest community association shall maintain separate, segregated accounts for each common interest community association. The funds shall not, in any event, be commingled with funds of the management company, the firm of the management company, or any other common interest community association. The maintenance of these accounts shall be custodial, and the accounts shall be in the name of the respective common interest community association.

ARTICLE 4

EASEMENTS AND PROPERTY RIGHTS

4.1 Easements and Use and Enjoyment. An Easement is hereby declared and created over and upon the Common Area for the benefit of the entire Property, and every Owner shall have a right and easement of use and enjoyment and a right of access to and of ingress and egress on, over, across, in, upon and to the Common Area, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- a. The right of the Association, in accordance with its By-Laws, to adopt rules and regulations governing the use, operation and maintenance of the Common Area.
- b. The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Area. Notwithstanding the foregoing, no mortgage shall be placed upon the Common Area unless such mortgage is approved by the Board and by a majority of the Members, voting at a general or special meeting duly called and held in accordance with the By-laws.
- c. The right of the Association to dedicate or transfer all or any part of the Common Area or any utility system thereon to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective

unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of the Members of the Board of Directors, has been recorded.

4.2 Rights of Occupants. All persons who reside on a Lot shall have the same rights to use and enjoy the Common Area and all improvements situated thereon as the Owner of that Lot, as provided in the By-Laws.

4.3 Utility Easements. The authorized telephone company, Com-Ed; the authorized cable television company, Nicor; Lake County Public Works Department, Village of Antioch, Illinois, and all other suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, switching apparatus and other equipment, including housings for such equipment, into, over, under, on and through the Property for the purpose of providing utility services to the ~~Property or to any portion of Additional~~ Property, whether or not annexed hereto. Every Owner is also hereby granted an easement of ingress and egress over and upon the Common Area and any other Lot for any and all purposes arising out of the construction, installation, repair, maintenance, replacement and inspection of utilities servicing such Owner's Lot.

4.4 Encroachments. In the event that (a) by reason of settlement, shifting or movement, any dwelling, garage or other improvement as originally constructed ~~by the Developer~~ on any Lot or upon the Common Area overhangs or otherwise encroaches or shall hereafter encroach upon any other Lot or upon the Common Area, or (b) by reason of such settlement, shifting or movement it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Area for any reasonable use appurtenant thereto which Lake not unreasonably interfere with the use or enjoyment of the Common Area by other Owners, or (c) by reason of settlement, shifting or movement of utility, ventilation and exhaust systems, as originally constructed ~~by Developer~~, any mains, pipes, ducts or conduits servicing any Lot or more than one Lot, encroach or shall hereafter encroach upon any part of any Lot or: the Common Area, then, in any such case, valid easements for the maintenance of such encroachment and for such use of the Common Area, together with the right to enter upon such other Lot or Common Area to maintain, repair and replace such other Lot or Common Area to maintain, repair and replace such encroachment, are hereby established and shall exist for the benefit of such Lot or the Common Area, as the case may be, so long as such dwelling, garage or

other improvement shall remain standing, provided, however, that if any such dwelling, garage or other improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachment may be re-established and the easements herein granted for the maintenance, repair and replacement thereof shall continue in force; provided further that in no event shall a valid easement for any encroachment or use in the Common Area be created in favor of any Owner if such encroachment or use was created by the intentional, willful or negligent conduct of any Owner or that of his agent.

4.5 Conservancy Lots/Conservancy Easements. Certain Lots located within the Property shall be conservancy lots ("Conservancy Lots") as indicated on the Plat of Subdivision, which shall contain a conservation easement ("Conservation Easement") for the rear ten feet (10') to twenty feet (20') inward from the rear property lines of such Conservancy lots. The Conservancy Lots shall be subject to planting restrictions as set forth below. The Association and Owners who own any of the Conservancy Lots as shown on the Plat of Subdivision shall comply with the following restrictions as requested by the Village of Antioch, Illinois ("Village") and the Illinois Department of Natural Resources ("IDNR"):

- (a) All portions of the Conservation Easement shall be maintained in their natural, undisturbed condition;
- (b) No man-made structures of any kind shall be constructed within the Conservation Easement unless shown on the final landscape plan and engineering drawings filed with the Village;
- (c) No grading shall be conducted within the Conservation Easement except in accordance with applicable Village codes;
- (d) No portion of the Conservation Easement shall be mowed, cultivated, sprayed or in any way disturbed without following the required procedures and approval of the Village; and
- (e) All areas so designated within the Conservation Easement shall be kept free of debris by the Association and/or Owner.

4.6 Easement to Association. An easement is hereby declared, reserved and created over and upon the Common Area for the benefit of the Association, and the Association shall have the right and easement of access to and of ingress and egress on, over, across, in, upon and to the Common Area for the purposes of maintaining the Common Area.

4.7 Watering Costs. The ~~Declarant reserves for itself and for the~~ Association, ~~their~~its designees, successors and assigns reserves the right to attach hoses and other water sprinkling devices to and obtain water from water faucets located on the outside of any Lot improvement in order to assist in carrying out their duties and responsibilities as provided for herein. If said water faucets are "metered" to a particular Lot, the Owner of, said Lot shall promptly be reimbursed by the Association as to said costs incurred. The method of implementation in the amount of said reimbursement shall be decided by the Board based upon estimated water use at current water rates, and the Owners whose water is to be used will be notified by the Board prior to the beginning of each landscaping season.

4.8 Easements Run with the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and binding upon any owner, purchaser, mortgagee or to the person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of this Declaration shall be sufficient to create and reserve such easements as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE 5

COVENANT FOR ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot ~~(excluding Declarant and Developer or any Lot utilized by Developer of Declarant)~~, by acceptance of a Deed therefor, whether or not it shall be so expressed in any such deed or other covenants, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each Lot owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due.

5.2 Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Common Area and the improvements thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon, for certain maintenance, and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By-lawsLaws.

5.3 Assessment Procedure – Annual Assessments.

- a. Each year, on or before December 1, the Board shall prepare a budget for the Association for the ensuing twelve (12) months, which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements on the Common Area, including but not limited to cost and expense relating to the repair, maintenance, and replacement of the Ponds provided for in the Stormwater Declaration, and for such other contingencies as the Board may deem proper, and shall, on or before December 15, notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. On or before the next January 1, following the preparation of the budget, and on the first day of each and every month for the next twelve (12) months, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before May 1 of each year-~~following the initial meeting~~, the Board shall ~~supply~~provide all Members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all ~~Owners~~Members an itemized accounting, ~~on an accrual or cash basis~~, of the common expenses for the preceding ~~twelve (12) months~~year actually incurred or paid, together with an indication of which portions were for reserves, capital

expenditures or repairs or payment of real estate taxes and with a tabulation of the assessments amounts collected pursuant to the budget or assessment, and showing the net excess or deficit, ~~on an accrual or cash basis,~~ of income over ~~the sum of~~ expenses expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association. Any ~~such~~ excess of income over the sum of expenses plus reserves may, at the discretion of the Board, be retained by the Association and shall be placed in a reserve account.

- b. If said annual assessments prove inadequate for any reason, including non-payment of any Owner's assessment, the Board may, subject to the limitations on the use of capital reserves in Paragraph 5.5, charge the deficiency against existing reserves, or levy a further assessment which shall be assessed equally against all Lots subject to assessment. The Board shall serve notice for such further assessment on all Owners by a statement in writing showing the amount due and reasons therefor, and such further assessment shall become effective with the monthly installment, which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.
- c. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.
- d. If total common expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variance to all its Members and

specifically identify the subsequent assessments needed to offset this variance in future budgets.

- e. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or the provisions of subsection (c) or (f) of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership.
- f. Assessments for additions and alterations to the common areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total Members at a meeting called for that purpose.
- g. The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (e) and (f) of this Section, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.
- h. ~~e.~~ The failure or delay of the Board to prepare or serve the annual or adjusted estimate on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided. Whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay his monthly installment at the then-existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.
- i. Each Member shall receive through a prescribed delivery method, at least thirty (30) days but not more than sixty (60) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes.

5.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital Improvement upon or to the Common Area and for the necessary fixtures and Personal Property related thereto, provided that, unless otherwise provided in the By-Laws or this Declaration, any such assessments which in one (1) year exceed Twenty-Five Thousand and No/100 Dollars ~~(\$25,000.00)~~ for all Lots involved shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by the Members present at a general or special meeting duly called for that purpose or, in lieu of such Member's meeting, by an instrument signed by the Members owning two-thirds (2/3) of the Lots. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the members and shall be used only for the specific purpose for which such assessment was levied.

5.5 Capital Reserves. To the extent, the annual budget includes an amount specifically designated as a capital reserve, that proportion of each installment of the annual assessments paid to the Association as the amount so designated as a capital reserve bears to the total annual budget shall be segregated and maintained by the Association in a special capital reserve account to be used solely for making repairs and replacements to the Common Area and the improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder.

~~5.6 — Initial Operating Contribution. Developer shall collect from each initial purchaser of a Lot, at the closing of the sale of such Lot, a sum equal to three (3) months assessments based on the Association budget then in effect to be used for the operating needs of the Association.~~

5.6 ~~5.7~~ Notice and Quorum. Written notice of any meeting called for the purpose of authorizing special assessments which require approval of the Members shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. ~~At the first such meeting called, the presence of voting Members in person or by proxy having forty~~ Twenty percent (~~40~~20%) of the ~~votes entitled to be cast~~ membership shall constitute a quorum. ~~If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of~~

~~the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.~~

5.7 ~~5.8~~ Uniform Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

5.8 ~~5.9~~ Collection of Assessments. Any installment of an assessment which is not paid when due shall be delinquent if said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the maximum rate permitted by law. The Board may determine a monthly late charge for all delinquent assessments as determined in its sole and absolute discretion. The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Board, costs and attorneys' fees as above provided, shall be and become a lien or charge against the delinquent Owner's Lot when payable and may be foreclosed by any action brought in the name of the Association. To the extent permitted by statute, the Board may bring an action in Forcible Entry and Detainer to collect any delinquent assessments. In addition, in the event an Owner fails to pay his/her assessments as provided in this Declaration, the Association shall have the right to deny such Owner's access to the Common Areas.

5.9 ~~5.10~~ No Waiver of Liability. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Any claim by an Owner against the Association shall be by separate action and shall not be used as a defense or counterclaim to an action by the Association to collect assessments.

5.10 ~~5.11~~ Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Lot by a bona fide lender. Each holder of a first mortgage on a Lot who obtains title or comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the

mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, take the Lot free of any claims for unpaid assessments or charges which become payable prior to such acquisition of title, possession, or the filing of a suit to foreclose the mortgage.

5.11 ~~5.12~~ Collecting Associations.

- a. Unless and to the extent directed to the contrary by written notice from the Board to either the Homeowners Association or the Townhome Association, or both, the Homeowners Association and the Townhome Association (~~“~~Collecting Associations~~”~~) shall act as an agent for the Association for the purpose of collecting Assessments at such times and in such amounts as shall be determined from time to time by the Board. The Collecting Association shall be required to remit funds to the Association if and when funds are actually collected and received by the Collecting Association, provided that if the Collecting Association receives a partial payment of an amount due which is not sufficient to satisfy the amount then due to both the Collecting Association under its own assessment and the Association under Assessments due hereunder, the Collecting Association shall remit to the Association the amount equal to that portion of the amount received, which is equal to the ratio of (I) the amount due to the Association, (II) that total due to both the Association and the Collecting Association multiplied by, (III) the amount actually received by the Collecting Association.
- b. Each Collecting Association shall use its reasonable efforts to collect amounts due to the Association with respect to each Lot administered by it and shall pursue a collection of delinquent amounts in the same manner as it pursues collection of delinquent amounts due to the Collecting Association for its own account (and to this end, the Collecting Association shall be authorized to act as agent for the Association for the purposes of filing a Claim of Lien and/or pursuing any other remedies provided for in this Declaration or at Law). Nothing in this Declaration shall obligate the Collecting Association to in any way make payments to the Association except and to the extent that the Collecting Association has actually received funds from the Owner as provided for in this Section; it being understood that the Collecting Association shall act merely as a collection agent for the Association and shall use its

best efforts to collect delinquent accounts, but shall not be in any way liable for payment for any amounts which it is not successful in collecting. The Collecting Association shall be entitled to retain court costs, filing costs, and attorneys' fees collected by it relating to its collection of amounts due to the Association.

5.12 GAAP Accounting. The Association shall use generally accepted accounting principles in fulfilling any accounting obligation under the Common Interest Community Association Act.

ARTICLE 6

EXTERIOR MAINTENANCE BY ASSOCIATION OWNERS

In addition to other rights, powers and duties of the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Common Area and the cost and expense of which shall be paid for by the Association from assessment funds:

Common Area. The Association shall maintain, repair, replace and manage the Common Area and all facilities, improvements and equipment thereon and pay for all expenses and services in connection therewith, including without limiting the generality of the foregoing: landscape maintenance, comprehensive liability, hazard and other insurance, payment of all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Common Area or other Property owned by the Association, and such other services for the Common Area as the Board deems to be in the best interests of the Association and its Members.

Entry Monument Signs. The Association shall provide for the care, maintenance, replacement and reconstruction of entry signs ~~constructed by the Declarant~~ identifying the Property. In addition, the Association shall be providing for the care, maintenance, replacement and reconstruction of any and all landscaping around such entry monument signs, whether located on the Common Area, a privately owned Lot or, if approved by the Village, within the public right-of-way. All costs incurred as a consequence thereof shall be an expense of the Association. A non-exclusive easement for such purposes is hereby established for the benefit of the Association upon that portion of any Lot upon which such a sign is constructed ~~by Declarant~~.

Fence. The Association shall maintain, repair, replace and manage that certain six-foot (6') cyclone or chain link fence to be located along the perimeter of the Property located along the entire eastern border of the Property and the northern border of the Property from Lot 89 through Lot 105, both inclusive. The cost and expense for the maintenance, repair, replacement and management of the said fences shall be an expense of the Association.

ARTICLE 7

RIGHTS OF FIRST MORTGAGEES

7.1 In addition to all other rights of first mortgagees pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary:

Unless at least fifty-one (51%) percent of the first mortgagees (based upon one vote for each first mortgage owned) of individual Lots (hereinafter referred to as "First Mortgagees") have given their prior written approval, the Association shall not be entitled to:

- a. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvement thereon which are owned, directly or indirectly, by the Association for the benefit of the Lots and the Owners. The granting of easements for public utilities or for other purposes consistent with the intended use of such Property by the Association shall not, for purposes of the foregoing, be deemed to be a transfer.
- b. Change the method of determining the obligations, assessments, dues, reserves for maintenance, repair and replacement of Common Areas, or other charges which may be levied against a Lot and the Owner thereof as provided in Article 5, subject, however, to the provisions in Paragraph ~~7.05~~7.5 hereof.
- c. By act or omission, waive, abandon or materially change any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any dwelling or garage on a Lot, the exterior maintenance of any such dwelling or garage, the maintenance of common fences and driveways, if any, or the upkeep of lawns and plantings on the Property.

- d. Fail to maintain fire and extended coverage insurance on the insurable improvements in the Common Area in an amount not less than one hundred percent (100%) of the full insurable replacement cost.
- e. Use hazard insurance proceeds for losses to any improvements to the Common Area for other than the repair, replacement or reconstruction of such improvements.
- f. Change the responsibility for maintenance and repairs of the Common Area and/or lots thereof as provided in Article 6.
- g. Change the interests in the Common Area or rights to their use.
- h. Change the voting rights of any Member of the Association.
- i. Impose any restrictions on a lot Owner's right to sell or transfer his or her Lot.
- j. By act or omission, seek to terminate the legal status of the Association after substantial destruction or condemnation.

7.2 First Mortgagees shall have the right to examine the books and records of the Association at reasonable times upon reasonable notice.

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

7.4 Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations hereunder or under the By-laws or rules and regulations of the Association, which is not cured within thirty (30) days.

- 7.5 First Mortgagees are entitled to timely written notice, if requested in writing, of:
- a. Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage;
 - b. Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any lot on which it holds the mortgage;
 - c. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' Association; and

- d. Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

The request must include the Owners' Association, stating both its name and address and the Lot address of the Lot it has a mortgage on.

This Article 7 may be amended only with the written consent of fifty-one percent (51%) of the First Mortgagees (based upon one vote for each first mortgage owned).

7.6 Notwithstanding anything herein to the contrary requiring approval of any mortgagee or lien holder of record, and if the mortgagee or lien holder of record receives a request to approve or consent to an amendment to the Declaration and/or By-Laws, the mortgagee or lien holder of record is deemed to have approved or consented to the request unless the mortgagee or lien holder of record delivers a negative response to the requesting party within sixty (60) days after the mailing of the request. A request to approve or consent to an amendment to the Declaration and/or By-Laws that is required to be sent to a mortgage or lien holder of record shall be sent by certified mail.

ARTICLE 8

ANNEXING ADDITIONAL PROPERTY

USE OF TECHNOLOGY

~~8.1 Additional Parcel. The Declarant, the Developer, and their successors and assigns, hereby reserve the right and option, at any time and from time to time, within twelve (12) years from the date of the recording of this Declaration in the office of the Recorder of Deeds of Lake County, Illinois, to add on and annex to the Property, all or any portion of the Property legally described on Exhibit "D" attached hereto and incorporated herein by reference ("Future Development Parcel"), by recording an amendment or amendments to this Declaration executed by the Declarant (every such instrument being hereinafter referred to as "Amendment to Declaration") which shall set forth the legal description of the additional parcel or parcels ("Additional Parcel") within the Future Development Parcel to be annexed to the Property. Upon the recording of every such Amendment to the Declaration, the Additional Parcel shall be deemed submitted and governed in all respects by the provisions of this Declaration and shall~~

~~thereupon become part of the Property. No portion or portions of the Future Development Parcel shall be subject to any of the provisions of this Declaration unless and until an Amendment to the Declaration is recorded annexing such portion or portions to the Property as aforesaid. The Owners shall have no rights whatsoever in or to any portion of the Future Development Parcel unless and until an Amendment to Declaration is recorded annexing such portion to the Property as aforesaid. Upon the expiration of said twelve (12) year period, no portion of the Future Development Parcel which has not theretofore been made part of or annexed to the Property shall thereafter be annexed to the Property. No portion of the Future Development Parcel must be added to the Property. Portions of the Future Development Parcel may be added to the Property at different times within such a twelve (12) year period. Except as may be required by applicable laws and ordinances, there shall be no limitations (i) on the order in which portions of the Future Development Parcel may be added to the Property, (ii) fixing the boundaries of these portions, or (iii) on the location of improvements which may be made on the Future Development Parcel.~~

Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any community instrument or any provision of the Common Interest Community Association Act may be accomplished using acceptable technological means. This Section governs the use of technology in implementing the provisions of any community instrument or any provision of the Common Interest Community Association Act concerning notices, signatures, votes, consents, or approvals.

8.2 ~~Amendments to Declaration Adding Additional Property. Every Amendment to the Declaration shall include the legal description of the portion or portions of the parcel, which shall add to the legal description of the Parcel that portion or portions of the Future Development Parcel annexed to the Property.~~ The Association, Owners, and other persons entitled to occupy a Lot may perform any obligation or exercise any right under any community instrument or any provision of the Common Interest Community Association Act by use of acceptable technological means.

8.3 ~~Existing Mortgages. Upon recording of every Amendment to Declaration, the lien of every mortgage encumbering an existing Lot shall automatically be deemed to be adjusted and amended to encumber such Lot as set forth in such Amendment to Declaration.~~ A signature transmitted by acceptable technological means satisfies any requirement for a signature under

any community instrument or any provision of the Common Interest Community Association Act.

~~8.4 Binding Effect. Every Owner and every mortgagee, grantee, heir, administrator, executor, legal representative, successor and assign of such Owner, by such person's or entity's acceptance of any deed or mortgage or other interest in or with respect to any Lot, shall be deemed to have expressly agreed and consented to (i) each and all of the provisions of this Article 8; (ii) the recording of every Amendment to Declaration, and (iii) all of the provisions of every Amendment to Declaration which may hereafter be recorded in accordance with the provisions of this Article 8.~~ Voting on, consent to, and approval of any matter under any community instrument or any provision of the Common Interest Community Association Act may be accomplished by acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form.

8.5 Subject to other provisions of law, no action required or permitted by any community instrument or any provision of the Common Interest Community Association Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Directors.

8.6 If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of electronic transmission or other equivalent technological means.

8.7 This Article does not apply to any notices required under Article IX of the Code of Civil Procedure related to: (i) an action by the Association to collect a common expense; or (ii) foreclosure proceedings in enforcement of any lien rights under the Common Interest Community Association Act.

ARTICLE 9

GENERAL PROVISIONS

9.1 Enforcement. In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights

and remedies may be exercised at any time and from time to time, cumulatively or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorney's fees, together with interest thereon at the highest interest permitted by law, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 5. If any Owner, or his guests, violates any provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations of the Association, the Board may, after affording the Owner an opportunity to be heard, levy a reasonable fine against such Owner and such fine shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 6.

9.2 Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision hereof, all of which shall remain in full force and effect.

9.3 Title in Land Trust. In the event title to any Lot is conveyed to a title-holding trust under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any Lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust Property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust, notwithstanding any transfer of the beneficial interest of any such trust or any transfers of title of such Lot.

9.4 Amendments. The provisions of Article 4 and Paragraph 5.1 and this paragraph may be amended only by an instrument in writing setting forth such amendment signed and acknowledged by all Owners. Subject to Article 7, the remaining provisions of this Declaration may be amended by an instrument in writing setting forth such amendment signed and acknowledged by the voting Members having at least fifty-one (51%) percent of the total votes

of the Members, or that is approved at a duly called and held general or special meeting of Members by the affirmative vote, either in person or by proxy, of the voting Members having a majority of the total votes of the Members and containing a certification by an officer of the Association that said instrument was duly approved as aforesaid. No amendment shall be effective until duly recorded in the Office of the Recorder of Deeds of Lake County, Illinois.

~~9.5 — Special Amendment. Declarant 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 Association, 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 such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Lot, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition, a Special Amendment shall also be deemed to include, until the Turnover Date, such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, so long as such amendment Like not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant 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 Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of and consent to the reservations of the power to the Declarant to vote in favor of, make, execute and record Special Amendments~~
Amendments to community instruments authorized to be recorded shall be executed and recorded by the President of the Board or such other officer authorized by the Association or the community instruments.

9.5 ~~9.6~~ Headings. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this

Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

~~9.7 — Assignment/Transfer. Notwithstanding anything herein to the contrary, Declarant and/or Developer reserve (s) the right to transfer, assign, mortgage or pledge any and all of either respective privileges, rights, title and interests hereunder, or in the Property, by means of recording an assignment of such with the Office of the Recorder of Deeds of Lake County, Illinois. Upon such assignment, Declarant and/or Developer, as the case may be, shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of Declarant and/or Developer shall have or incur any liability for the obligations or acts of any predecessor in interest.~~

9.6 ~~9.8~~ Mailing Address. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the common street address of the Lot owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mails, postage prepaid, and addressed to any Owner at the last address filed by such Owner with ~~Declarant~~the Association shall be sufficient and proper notice to such Owner shall be deemed delivered on the third (3rd) day after deposit in the United States mails.

9.7 ~~9.9~~ Notices. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address, all as shown on the records of the Association at the time of such mailing.

9.8 ~~9.10~~ Binding Effect. Except ~~for matters discussed~~as otherwise provided in ~~Article 7~~of this Declaration, the easements created by this Declaration shall be of perpetual duration unless cancelled in a written document signed by ninety percent (90%) of the Owners. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

9.9 ~~9.11~~ Architectural Review Committee. The Board may establish an architectural review committee which shall consist of up to five (5) (but not less than three (3) members), all of which shall be Owners and who may or may not be members of the Board, ~~provided that prior to Turnover, such members do not have to Owners~~. The regular term of office for each member shall be one (1) year, coinciding with the annual meeting of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. ~~Notwithstanding the foregoing to the contrary, any member appointed to the Architectural Review Committee by the Board shall be subject to the prior approval of Declarant until that date, which is one (1) year from and after the date on which Declarant's right to appoint and remove officers and directors of the Association is terminated.~~ The Architectural Review Committee may meet once in each calendar month, as well as upon the call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. A majority of the committee members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person at a meeting of the Architectural Review Committee on any matter before it shall constitute the approval of the Committee. The Architectural Review Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Review Committee in performing its functions set forth herein. The Board may adopt rules and regulations governing the procedure utilized by the Architectural Review Committee. ~~Further, notwithstanding the foregoing to the contrary, the Declarant shall be exempt from review by the Architectural Review Committee for any improvements made by the Declarant on the Property.~~ Except as otherwise provided herein, no structure, landscaping or other improvement shall be commenced or allowed on any portion of the Property unless it complies with the provisions of this Declaration and approved by the Board or Architectural Review Committee. All structures on the Property shall be of new construction.

9.10 ~~9.12~~ Building Codes. All structures within the Property shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village. If and to the extent there are any conflicts between this Declaration and the provisions of any ordinances, codes, rules and regulations of the Village, such conflicts shall be resolved by the

application of the more stringent provision as between this Declaration and such ordinance, code, rules and regulations of the Village.

9.11 ~~9.13~~ Fertilizers and Hazardous Materials. To minimize the costs of maintaining the stormwater management system, to avoid pollution, and to protect downstream water quality, the application of lawn chemicals, including pesticides, shall be held to a minimum. Owners will be held responsible for the application of lawn care chemicals to their Lot. Lawn and garden fertilizers and soil amendments should be applied in accordance with recommendations developed through soil tests to avoid over-application. All fertilizers, amendments, and pesticides should be applied at or below recommended rates. Granulated slow-release fertilizers are recommended; the use of liquid fertilizers is discouraged because they are more soluble and more likely to damage the stormwater management system. Special care must be taken when using pesticides which are toxic to fish and aquatic organisms. In the event a stormwater facility is being damaged by nutrient or chemical loading, the Association shall have the right, without notice, to enter upon any Lot tributary to that facility to obtain a soil sample for testing. When tests demonstrate that lawn chemicals have been applied at excessive rates, the Association may fine the Owner of each such Lot, which may cover the costs of the soil testing and repairing the damage to the stormwater management facility. No Owner shall maintain or place, nor cause or permit to maintain or place, any hazardous substances upon the Property as defined by Section 3.14 of the Environmental Protection Act (415 ILCS 5/3.14). The Association shall have the right to cause the removal of any such hazardous substances at the sole cost and expense of the offending Owner.

9.12 ~~9.14~~ Landscape Maintenance. To preserve the aesthetic appearance of the Property, no landscaping, grading, excavation or filling of any nature whatsoever shall be implemented or installed by any Owner ~~other than Declarant~~ until the plans, therefore, have been submitted to and approved in writing by the Board or the Architectural Review Committee. No hedge or shrubbery planting or tree which obstructs site lines of streets and roadways within the Property shall be placed or permitted to remain on any Lot, where such hedge, shrubbery or tree interferes with traffic site lines, including site lines at the intersection of a driveway and a road or street within the Property. Except as otherwise provided in this Declaration, each Owner shall regularly mow and trim all areas within his Lot covered with ground cover and shall keep all areas within his Lot designed or intended for the proper drainage or detention for water,

including soil lines and ditches unobstructed and shall mow and maintain such areas so as to keep such areas in good and functional condition. No trees, plantings, shrubbery, fencing, patio structure, landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any such areas, and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing rate, blocking or regarding or redirecting soils, ditches or drainage areas or otherwise.

9.13 ~~9.15~~ Fences. No fences shall be located in any areas designated on the Plat of Subdivision as a "landscape easement area". No fence shall be located in front of the line formed by the front of any improvement located upon a Lot, as extended to the side Lot lines. On corner Lots, side yard fences cannot extend beyond the building line setback. Fences on Lots that are adjacent to or have an exposure to Deercrest Drive and/or Route 173 are required to be identical in design and of the style approved by the Architectural Control Committee. Fences on Lots that are adjacent to or have an exposure to Sprenger Park or other open space are required to be identical in design and of the style approved by the Architectural Control Committee. Fences on Lots that border Mary's Park must have the identical fence that is installed at Mary's Park and are not subject to the requirement along Deercrest Drive. All fences constructed upon the Property shall be in accordance with Village ordinances, shall not be more than four feet (4') high and shall be approved by the Board or the Architectural Review Committee.

9.14 ~~9.16~~ Basketball Hoops. Basketball hoops must be installed in accordance with the then-current rules and regulations of the Association and approved by the Board or the Architectural Review Committee.

9.15 ~~9.17~~ Wetlands and Buffer Areas. Certain portions of the Common Area have been identified by the Army Corps of Engineers as wetland areas. In addition, the Common Area includes land surrounding these wetland areas called buffer areas. The use of these wetlands and buffer areas is subject to strict compliance with the provisions of this Declaration, the By-laws and the Rules and Regulations of the Association and any guidelines or mandates promulgated by the Army Corps of Engineers or any other governmental agency. It is the responsibility of the Association to maintain and enforce any such provisions and/or mandates. It is also the responsibility of the Association to maintain and enforce the Natural Areas Management plan attached to the Original Declaration, as amended from time to time, as Exhibit "F" thereto.

9.16 ~~9.18~~ Leasing of Lots. The leasing or rental of any Lot which ~~is~~was not improved with a dwelling on or before ~~the effective date of this Amendment~~July 29, 2020 is prohibited. Any Lot which is improved with a dwelling as of ~~the effective date of this Amendment~~July 29, 2020 may be leased, subject to the following provisions:

a. The term “leasing of Lots” includes a transaction wherein the title holder of a Lot, who does not reside in the dwelling thereon, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if money or any other form of consideration is paid therefore; provided that if the Owner is a corporation, partnership or other business entity, such Owner may allow a shareholder, partner or director holding at least 25% interest or shares in the entity to reside in the dwelling located on the Lot without being subject to the restrictions contained in this Amendment~~Section~~. Additionally, the term “leasing of Lots” shall include any transaction wherein possession of a Lot is provided prior to transfer of title. In no event may less than the entire Lot be leased. An Owner shall be deemed to “reside” in a Lot if he/she has slept in the dwelling located on the Lot for the majority of the days of the previous six months.

b. Any and all leases pursuant to this Section shall be for a minimum of twelve (12) months. Additionally, no Owner shall lease or rent less than the entire Lot. Without exception, no Lot shall be used for hotel or transient purposes nor shall any Lot be subleased. No Owner shall rent or lease individual rooms within dwelling located on their Lot. This shall include nightly, weekly or monthly rentals of Lots on websites such as, but not limited to, Airbnb and VRBO.

c. To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to ~~an~~an Owner to lease his Lot to a specified lessee for a period of twelve (12) months on such reasonable terms as the Board may establish.

(i) Such permission may be granted by the Board only upon written application by the Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All

requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application.

(ii) The Board has sole and complete discretion to approve or disapprove any Owner's application for a lease or extension of a lease. Only those owners who are and have historically remained in good standing may be eligible for a hardship waiver exception as provided in this Section (c). The Board's decision shall be final and binding.

(iii) Any lease approved by the Board shall be subject to the Declaration, By-Laws and rules and regulations governing the Association.

(iv) Any request by an Owner for an extension of the hardship waiver shall comply with the same requirements as dictated above.

d. The Board of the Association shall have the right to lease any Association owned Lots or any Lot which the Association has possession, pursuant to any court order, and said Lots shall not be subject to [the restrictions contained in](#) this [AmendmentSection](#).

e. This Section shall not apply to various types of domestic assistance in which the Owner also resides in the Lot, including but not limited to, medical care assistants, live-in maids, and nannies.

[f.](#) Any Lot being leased out in violation of this [AmendmentSection](#) or any Owner found to be in violation of the Rules and Regulations adopted by the Board may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard.

[g.](#) In addition to the authority to levy fines against the Owner for violation of this [AmendmentSection](#) or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or tenant, under 735 ILCS 5/9 et, seq., an action for injunctive and other equitable relief, or an action at law for damages.

gh. Any action brought on behalf of the Association and/or the Board to enforce this AmendmentSection shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

hi. All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Lot and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

j. The provisions of the Common Interest Community Association Act, the Declaration, By-Laws, other community instruments, and rules and regulations that relate to the use of an individual Lot or the Common Areas shall be applicable to any person leasing a Lot and shall be deemed to be incorporated in any lease. The Owner leasing the Lot shall deliver a copy of the signed lease to the Association or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

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

As used in this provision:

"American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but

"American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

"Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

ARTICLE 10

ILLINOIS DEPARTMENT OF NATURAL RESOURCES NATURAL AREA

The Property immediately adjacent to the Property to the northwest and north is owned by the Illinois Department of Natural Resources ("IDNR") and is commonly known as the Redwing Slough-Deer Lake State Natural Area ("Natural Area"). The Natural Area is governed by the IDNR in accordance with the Illinois Endangered Species Protection Act (520 ILCS 10/11), Illinois Natural Areas Preservation Act (525 ILCS 30/17) and Title 17 of the Illinois Administrative Code, Part 1075. Access to the Natural Areas is governed by the IDNR and is legally permissible only by a permit issued by IDNR as regulated by its policies. Any unauthorized access to the Natural Area constitutes an act of criminal trespass, and violators are subject to arrest and, upon conviction, such finds as established by Law. Based upon the fact that the Natural Area is the home of a variety of wildlife and vegetation protected by the above-referenced statutory sections, the IDNR is understandably concerned about the increased potential for unauthorized use of the Natural Area by future residents within the Association. All owners, family members, tenants, guests, invitees, servants and agents shall refrain from any trespass onto the Natural Area adjacent to the. Property and the designated wetland areas located on the Property which would be in violation of any law or governmental code or regulation governing the Natural Area and the designated wetland areas included within the Property.

ARTICLE 11

WETLAND CONSERVANCY AREAS

All areas designated on the Plat of Subdivision as “wetland conservancy areas” located upon the Lots or the Common Areas within the Property shall be maintained in their natural, undisturbed condition, and no man-made structures of any kind shall be constructed thereon. In addition, no grading shall be permitted on any conservancy areas except according to the final landscape plans for the Property and in accordance with the appropriate Village regulations. All-natural vegetation located within the wetland conservancy areas shall be preserved and maintained and should not be mowed, cultivated, sprayed or in any way disturbed without following the required procedures of the Village.

~~{SIGNATURES APPEAR ON NEXT PAGE}~~

{SIGNATURE PAGES FOLLOW}

PRESIDENT’S SIGNATURE PAGE

STATE OF ILLINOIS _____)
_____) SS
COUNTY OF LAKE _____)

I, _____, am the President of the Board of Directors of the NeuHaven Master Association, an Illinois not-for-profit corporation and Common Interest Community Association established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Master Association, in accordance with Section 1-20(b) of the Illinois Common Interest Community Association Act.

EXECUTED this _____ day of _____, 202_____.

By: _____
President of the NeuHaven
Master Association

SUBSCRIBED AND SWORN to
before me this _____ day
of _____, 202

Notary Public

BOARD SIGNATURE PAGE

STATE OF ILLINOIS _____)
_____) SS
COUNTY OF LAKE _____)

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the NeuHaven Master Association established by the aforesaid Declaration. By our signatures below, we hereby approve of and consent to this Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Master Association, pursuant to Section 1-60(a) of the Illinois Common Interest Community Association Act. In witness, whereof we have cast our votes and signed this document in favor of this Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Master Association, at a duly called meeting of the Board of Directors of the NeuHaven Master Association held on _____, 202__.

Being at least 2/3 of the members of the Board of Directors of NeuHaven Master Association

AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

I, _____, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of NeuHaven Master Association and keeper of the books and records of said Association. I further state that the foregoing Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Master Association, was approved by at least two-thirds (2/3) of the members of the Board of Directors of said Association, pursuant to Section 1-60(a) of the Illinois Common Interest Community Association Act, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on _____, 202_ at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect. I further state the members of the Association did not file a petition with the Board, pursuant to the requirements of Section 1-60(c) of the Illinois Common Interest Community Association Act, objecting to the adoption of this Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Master Association.

Secretary of the NeuHaven Master Association

SUBSCRIBED AND SWORN to
before me this _____ day
of _____, 202_

Notary Public

EXHIBIT "C" "A"

LEGAL DESCRIPTION

Lots 1 through 79 (inclusive), 185 through 206 (inclusive), 223 through 280 (inclusive), and 444 through 495 (inclusive), all in Deercrest Planned Unit Development Phase One, being a subdivision of the Northwest Quarter of Section 14 and part of the South Half of Section 11, in Township 46 North, Range 10 East of the Third Principal Meridian, in the County of Lake in the State of Illinois, all according to the plat thereof recorded on December 11, 2003 as document number 5452997.

Lots 80 through 95 (inclusive), 180 through 184 (inclusive), 207 through 222 (inclusive), 313 through 329 (inclusive), 352 through 379 (inclusive), and Lots 392 through 429 (inclusive), all in Deercrest Planned Unit Development Phase 2, being a subdivision of the Northwest Quarter of Section 14 and part of the South Half of Section 11, in Township 46 North, Range 10 East of the Third Principal Meridian, in the County of Lake in the State of Illinois, all according to the plat thereof recorded on July 2, 2004 as document number 5594344.

Lots 96 through 179 (inclusive), 281 through 312 (inclusive), 330 through 351 (inclusive), 380 through 391 (inclusive) and 430 through 443 (inclusive), all in Deercrest Planned Unit Development Phase 3, being a subdivision of the Northwest Quarter of Section 14 and part of the South Half of Section 11, in Township 46 North, Range 10 East of the Third Principal Meridian, in the County of Lake in the State of Illinois, all according to the plat thereof recorded on July 2, 2004 as document number 5594345.

Unit	Pin	Commonly known as (for informational purposes only)
<u>1</u>	<u>02-14-104-078</u>	<u>1236 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>2</u>	<u>02-14-104-065</u>	<u>1242 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>3</u>	<u>02-14-104-066</u>	<u>1248 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>4</u>	<u>02-14-104-067</u>	<u>1254 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>5</u>	<u>02-14-104-068</u>	<u>1258 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>6</u>	<u>02-14-104-069</u>	<u>1264 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>7</u>	<u>02-14-104-070</u>	<u>1268 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>8</u>	<u>02-14-104-071</u>	<u>1276 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>9</u>	<u>02-14-104-072</u>	<u>1282 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>10</u>	<u>02-14-104-073</u>	<u>1288 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>11</u>	<u>02-14-104-074</u>	<u>1292 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>12</u>	<u>02-14-104-075</u>	<u>1302 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>13</u>	<u>02-14-104-076</u>	<u>1306 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>14</u>	<u>02-14-104-063</u>	<u>1310 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>15</u>	<u>02-14-104-062</u>	<u>1309 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>16</u>	<u>02-14-104-061</u>	<u>1305 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>17</u>	<u>02-14-104-060</u>	<u>1295 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>18</u>	<u>02-14-104-059</u>	<u>1287 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>19</u>	<u>02-14-104-058</u>	<u>1281 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>20</u>	<u>02-14-104-057</u>	<u>1267 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>21</u>	<u>02-14-104-056</u>	<u>1261 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>22</u>	<u>02-14-104-055</u>	<u>1257 KATHLEEN CT ANTIOCH, IL 60002</u>
<u>23</u>	<u>02-14-104-054</u>	<u>1251 KATHLEEN CT ANTIOCH, IL 60002</u>

Unit	Pin	Commonly known as (for informational purposes only)
24	02-14-104-053	1245 KATHLEEN CT ANTIOCH, IL 60002
25	02-14-104-052	1241 KATHLEEN CT ANTIOCH, IL 60002
26	02-14-104-051	1237 KATHLEEN CT ANTIOCH, IL 60002
27	02-14-104-045	1244 KATHLEEN DR ANTIOCH, IL 60002
28	02-14-104-046	1250 KATHLEEN DR ANTIOCH, IL 60002
29	02-14-104-047	1256 KATHLEEN DR ANTIOCH, IL 60002
30	02-14-104-048	1260 KATHLEEN DR ANTIOCH, IL 60002
31	02-14-104-049	1266 KATHLEEN DR ANTIOCH, IL 60002
32	02-14-104-040	1255 KATHLEEN DR ANTIOCH, IL 60002
33	02-14-104-041	1259 KATHLEEN DR ANTIOCH, IL 60002
34	02-14-104-042	1265 KATHLEEN DR ANTIOCH, IL 60002
35	02-14-104-043	1269 KATHLEEN DR ANTIOCH, IL 60002
36	02-14-104-044	1275 KATHLEEN DR ANTIOCH, IL 60002
37	02-14-104-022	1252 JEROME CT ANTIOCH, IL 60002
38	02-14-104-023	1256 JEROME CT ANTIOCH, IL 60002
39	02-14-104-024	1260 JEROME CT ANTIOCH, IL 60002
40	02-14-104-025	1264 JEROME CT ANTIOCH, IL 60002
41	02-14-104-026	1270 JEROME CT ANTIOCH, IL 60002
42	02-14-104-027	1273 JEROME CT ANTIOCH, IL 60002
43	02-14-104-028	1269 JEROME CT ANTIOCH, IL 60002
44	02-14-104-038	1265 JEROME CT ANTIOCH, IL 60002
45	02-14-104-037	1261 JEROME CT ANTIOCH, IL 60002
46	02-14-104-036	1257 JEROME CT ANTIOCH, IL 60002
47	02-14-104-035	1253 JEROME CT ANTIOCH, IL 60002
48	02-14-104-034	1249 JEROME CT ANTIOCH, IL 60002
49	02-14-104-033	1241 JEROME CT ANTIOCH, IL 60002
50	02-14-104-032	1233 JEROME CT ANTIOCH, IL 60002
51	02-14-104-031	1223 JEROME CT ANTIOCH, IL 60002
52	02-14-104-030	1213 JEROME CT ANTIOCH, IL 60002
53	02-14-104-029	1209 JEROME CT ANTIOCH, IL 60002
54	02-14-104-016	1203 JEROME CT ANTIOCH, IL 60002
55	02-14-104-015	1200 JEROME CT ANTIOCH, IL 60002
56	02-14-104-014	1204 JEROME CT ANTIOCH, IL 60002
57	02-14-104-017	1208 JEROME CT ANTIOCH, IL 60002
58	02-14-104-018	1214 JEROME CT ANTIOCH, IL 60002
59	02-14-104-019	1218 JEROME CT ANTIOCH, IL 60002
60	02-14-104-020	1226 JEROME CT ANTIOCH, IL 60002
61	02-14-104-021	1238 JEROME CT ANTIOCH, IL 60002
62	02-14-104-009	1163 MACKENZIE DR ANTIOCH, IL 60002
63	02-14-104-010	1161 MACKENZIE DR ANTIOCH, IL 60002
64	02-14-104-011	1159 MACKENZIE DR ANTIOCH, IL 60002
65	02-14-104-012	1157 MACKENZIE DR ANTIOCH, IL 60002
66	02-14-104-008	1155 MACKENZIE DR ANTIOCH, IL 60002
67	02-14-104-007	1151 MACKENZIE DR ANTIOCH, IL 60002

Unit	Pin	Commonly known as (for informational purposes only)
68	02-14-104-006	1145 MACKENZIE DR ANTIOCH, IL 60002
69	02-14-104-005	1139 MACKENZIE DR ANTIOCH, IL 60002
70	02-14-104-004	1131 MACKENZIE DR ANTIOCH, IL 60002
71	02-14-104-003	1125 MACKENZIE DR ANTIOCH, IL 60002
72	02-14-104-002	1117 MACKENZIE DR ANTIOCH, IL 60002
73	02-14-104-001	1111 MACKENZIE DR ANTIOCH, IL 60002
74	02-11-304-006	1099 MACKENZIE DR ANTIOCH, IL 60002
75	02-11-304-005	1093 MACKENZIE DR ANTIOCH, IL 60002
76	02-11-304-004	1087 MACKENZIE DR ANTIOCH, IL 60002
77	02-11-304-003	1081 MACKENZIE DR ANTIOCH, IL 60002
78	02-11-304-002	1075 MACKENZIE DR ANTIOCH, IL 60002
79	02-11-304-001	1069 MACKENZIE DR ANTIOCH, IL 60002
80	02-11-304-022	1053 MACKENZIE DR ANTIOCH, IL 60002
81	02-11-304-021	1047 MACKENZIE DR ANTIOCH, IL 60002
82	02-11-304-020	1037 MACKENZIE DR ANTIOCH, IL 60002
83	02-11-304-019	1025 MACKENZIE DR ANTIOCH, IL 60002
84	02-11-304-018	1011 MACKENZIE DR ANTIOCH, IL 60002
85	02-11-304-017	1003 MACKENZIE DR ANTIOCH, IL 60002
86	02-11-304-016	995 MACKENZIE DR ANTIOCH, IL 60002
87	02-11-304-015	987 MACKENZIE DR ANTIOCH, IL 60002
88	02-11-304-014	979 MACKENZIE DR ANTIOCH, IL 60002
89	02-11-304-013	971 MACKENZIE DR ANTIOCH, IL 60002
90	02-11-304-012	963 MACKENZIE DR ANTIOCH, IL 60002
91	02-11-304-011	1296 KEVINGTON DR ANTIOCH, IL 60002
92	02-11-304-010	1291 KEVINGTON DR ANTIOCH, IL 60002
93	02-11-304-009	1285 KEVINGTON DR ANTIOCH, IL 60002
94	02-11-304-008	1281 KEVINGTON DR ANTIOCH, IL 60002
95	02-11-304-007	1275 KEVINGTON DR ANTIOCH, IL 60002
96	02-11-304-048	1269 KEVINGTON DR ANTIOCH, IL 60002
97	02-11-304-047	1261 KEVINGTON DR ANTIOCH, IL 60002
98	02-11-304-046	1253 KEVINGTON DR ANTIOCH, IL 60002
99	02-11-304-045	1243 KEVINGTON DR ANTIOCH, IL 60002
100	02-11-304-044	1237 KEVINGTON DR ANTIOCH, IL 60002
101	02-11-304-043	1229 KEVINGTON DR ANTIOCH, IL 60002
102	02-11-304-042	1221 KEVINGTON DR ANTIOCH, IL 60002
103	02-11-304-041	1213 KEVINGTON DR ANTIOCH, IL 60002
104	02-11-304-040	1205 KEVINGTON DR ANTIOCH, IL 60002
105	02-11-304-039	1197 KEVINGTON DR ANTIOCH, IL 60002
106	02-11-304-038	1189 KEVINGTON DR ANTIOCH, IL 60002
107	02-11-304-037	1181 KEVINGTON DR ANTIOCH, IL 60002
108	02-11-304-036	1173 KEVINGTON DR ANTIOCH, IL 60002
109	02-11-304-035	1165 KEVINGTON DR ANTIOCH, IL 60002
110	02-11-304-034	1157 KEVINGTON DR ANTIOCH, IL 60002
111	02-11-304-033	1149 KEVINGTON DR ANTIOCH, IL 60002

Unit	Pin	Commonly known as (for informational purposes only)
112	02-11-304-032	1141 KEVINGTON DR ANTIOCH, IL 60002
113	02-11-304-074	1142 KEVINGTON DR ANTIOCH, IL 60002
114	02-11-304-075	1158 KEVINGTON DR ANTIOCH, IL 60002
115	02-11-304-076	1016 KIMBERLY LN ANTIOCH, IL 60002
116	02-11-304-077	1024 KIMBERLY LN ANTIOCH, IL 60002
117	02-11-304-078	1038 KIMBERLY LN ANTIOCH, IL 60002
118	02-11-304-079	1046 KIMBERLY LN ANTIOCH, IL 60002
119	02-11-304-080	1060 KIMBERLY LN ANTIOCH, IL 60002
120	02-11-308-007	1059 KIMBERLY LN ANTIOCH, IL 60002
121	02-11-308-006	1045 KIMBERLY LN ANTIOCH, IL 60002
122	02-11-308-005	1037 KIMBERLY LN ANTIOCH, IL 60002
123	02-11-308-004	1023 KIMBERLY LN ANTIOCH, IL 60002
124	02-11-308-003	1013 KIMBERLY LN ANTIOCH, IL 60002
125	02-11-308-002	1001 KIMBERLY LN ANTIOCH, IL 60002
126	02-11-308-001	987 KIMBERLY LN ANTIOCH, IL 60002
127	02-11-308-008	986 CHRISTINE LN ANTIOCH, IL 60002
128	02-11-308-009	996 CHRISTINE LN ANTIOCH, IL 60002
129	02-11-308-010	1006 CHRISTINE LN ANTIOCH, IL 60002
130	02-11-308-011	1016 CHRISTINE LN ANTIOCH, IL 60002
131	02-11-308-012	1026 CHRISTINE LN ANTIOCH, IL 60002
132	02-11-308-013	1036 CHRISTINE LN ANTIOCH, IL 60002
133	02-11-308-014	1048 CHRISTINE LN ANTIOCH, IL 60002
134	02-11-308-015	1060 CHRISTINE LN ANTIOCH, IL 60002
135	02-11-307-010	1075 CHRISTINE LN ANTIOCH, IL 60002
136	02-11-307-009	1065 CHRISTINE LN ANTIOCH, IL 60002
137	02-11-307-008	1055 CHRISTINE LN ANTIOCH, IL 60002
138	02-11-307-007	1045 CHRISTINE LN ANTIOCH, IL 60002
139	02-11-307-006	1035 CHRISTINE LN ANTIOCH, IL 60002
140	02-11-307-005	1025 CHRISTINE LN ANTIOCH, IL 60002
141	02-11-307-004	1015 CHRISTINE LN ANTIOCH, IL 60002
142	02-11-307-003	1005 CHRISTINE LN ANTIOCH, IL 60002
143	02-11-307-002	995 CHRISTINE LN ANTIOCH, IL 60002
144	02-11-307-001	985 CHRISTINE LN ANTIOCH, IL 60002
145	02-11-307-011	984 DEVON DR ANTIOCH, IL 60002
146	02-11-307-012	994 DEVON DR ANTIOCH, IL 60002
147	02-11-307-013	1004 DEVON DR ANTIOCH, IL 60002
148	02-11-307-014	1014 DEVON DR ANTIOCH, IL 60002
149	02-11-307-015	1024 DEVON DR ANTIOCH, IL 60002
150	02-11-307-016	1034 DEVON DR ANTIOCH, IL 60002
151	02-11-307-017	1044 DEVON DR ANTIOCH, IL 60002
152	02-11-307-018	1054 DEVON DR ANTIOCH, IL 60002
153	02-11-307-019	1064 DEVON DR ANTIOCH, IL 60002
154	02-11-307-020	1074 DEVON DR ANTIOCH, IL 60002
155	02-11-307-021	1082 DEVON DR ANTIOCH, IL 60002

Unit	Pin	Commonly known as (for informational purposes only)
156	02-11-306-018	1089 DEVON DR ANTIOCH, IL 60002
157	02-11-306-017	1081 DEVON DR ANTIOCH, IL 60002
158	02-11-306-016	1077 DEVON DR ANTIOCH, IL 60002
159	02-11-306-015	1073 DEVON DR ANTIOCH, IL 60002
160	02-11-306-014	1063 DEVON DR ANTIOCH, IL 60002
161	02-11-306-013	1053 DEVON DR ANTIOCH, IL 60002
162	02-11-306-012	1043 DEVON DR ANTIOCH, IL 60002
163	02-11-306-011	1033 DEVON DR ANTIOCH, IL 60002
164	02-11-306-010	1023 DEVON DR ANTIOCH, IL 60002
165	02-11-306-009	1013 DEVON DR ANTIOCH, IL 60002
166	02-11-306-008	1003 DEVON DR ANTIOCH, IL 60002
167	02-11-306-007	993 DEVON DR ANTIOCH, IL 60002
168	02-11-306-006	983 DEVON DR ANTIOCH, IL 60002
169	02-11-306-019	982 NEUHAVEN DR ANTIOCH, IL 60002
170	02-11-306-020	992 NEUHAVEN DR ANTIOCH, IL 60002
171	02-11-306-021	1002 NEUHAVEN DR ANTIOCH, IL 60002
172	02-11-306-022	1012 NEUHAVEN DR ANTIOCH, IL 60002
173	02-11-306-023	1022 NEUHAVEN DR ANTIOCH, IL 60002
174	02-11-306-024	1032 NEUHAVEN DR ANTIOCH, IL 60002
175	02-11-306-025	1042 NEUHAVEN DR ANTIOCH, IL 60002
176	02-11-306-026	1052 NEUHAVEN DR ANTIOCH, IL 60002
177	02-11-306-027	1062 NEUHAVEN DR ANTIOCH, IL 60002
178	02-11-306-028	1070 NEUHAVEN DR ANTIOCH, IL 60002
179	02-11-306-029	1076 NEUHAVEN DR ANTIOCH, IL 60002
180	02-11-306-001	1262 SANDY DR ANTIOCH, IL 60002
181	02-11-306-002	1264 SANDY DR ANTIOCH, IL 60002
182	02-11-306-003	1266 SANDY DR ANTIOCH, IL 60002
183	02-11-306-004	1268 SANDY DR ANTIOCH, IL 60002
184	02-11-306-005	1272 SANDY DR ANTIOCH, IL 60002
185	02-14-103-001	1276 SANDY DR ANTIOCH, IL 60002
186	02-14-103-002	1280 SANDY DR ANTIOCH, IL 60002
187	02-14-103-003	1284 SANDY DR ANTIOCH, IL 60002
188	02-14-103-004	1288 SANDY DR ANTIOCH, IL 60002
189	02-14-103-005	1114 MACKENZIE DR ANTIOCH, IL 60002
190	02-14-103-006	1122 MACKENZIE DR ANTIOCH, IL 60002
191	02-14-103-007	1130 MACKENZIE DR ANTIOCH, IL 60002
192	02-14-103-008	1138 MACKENZIE DR ANTIOCH, IL 60002
193	02-14-103-009	1144 MACKENZIE DR ANTIOCH, IL 60002
194	02-14-103-010	1150 MACKENZIE DR ANTIOCH, IL 60002
195	02-11-303-006	1099 NEUHAVEN DR ANTIOCH, IL 60002
196	02-11-303-005	1095 NEUHAVEN DR ANTIOCH, IL 60002
197	02-11-303-004	1089 NEUHAVEN DR ANTIOCH, IL 60002
198	02-11-303-003	1083 NEUHAVEN DR ANTIOCH, IL 60002
199	02-11-303-002	1077 NEUHAVEN DR ANTIOCH, IL 60002

Unit	Pin	Commonly known as (for informational purposes only)
200	02-11-303-001	1071 NEUHAVEN DR ANTIOCH, IL 60002
201	02-11-303-007	1070 MACKENZIE DR ANTIOCH, IL 60002
202	02-11-303-008	1076 MACKENZIE DR ANTIOCH, IL 60002
203	02-11-303-009	1082 MACKENZIE DR ANTIOCH, IL 60002
204	02-11-303-010	1088 MACKENZIE DR ANTIOCH, IL 60002
205	02-11-303-011	1094 MACKENZIE DR ANTIOCH, IL 60002
206	02-11-303-012	1098 MACKENZIE DR ANTIOCH, IL 60002
207	02-11-305-008	1051 NEUHAVEN DR ANTIOCH, IL 60002
208	02-11-305-007	1041 NEUHAVEN DR ANTIOCH, IL 60002
209	02-11-305-006	1031 NEUHAVEN DR ANTIOCH, IL 60002
210	02-11-305-005	1021 NEUHAVEN DR ANTIOCH, IL 60002
211	02-11-305-004	1011 NEUHAVEN DR ANTIOCH, IL 60002
212	02-11-305-003	1001 NEUHAVEN DR ANTIOCH, IL 60002
213	02-11-305-002	991 NEUHAVEN DR ANTIOCH, IL 60002
214	02-11-305-001	981 NEUHAVEN DR ANTIOCH, IL 60002
215	02-11-305-009	988 MACKENZIE DR ANTIOCH, IL 60002
216	02-11-305-010	992 MACKENZIE DR ANTIOCH, IL 60002
217	02-11-305-011	1000 MACKENZIE DR ANTIOCH, IL 60002
218	02-11-305-012	1008 MACKENZIE DR ANTIOCH, IL 60002
219	02-11-305-013	1018 MACKENZIE DR ANTIOCH, IL 60002
220	02-11-305-014	1028 MACKENZIE DR ANTIOCH, IL 60002
221	02-11-305-015	1038 MACKENZIE DR ANTIOCH, IL 60002
222	02-11-305-016	1048 MACKENZIE DR ANTIOCH, IL 60002
223	02-14-101-023	1246 BRADFORD LN ANTIOCH, IL 60002
224	02-14-101-022	1252 BRADFORD LN ANTIOCH, IL 60002
225	02-14-101-021	1256 BRADFORD LN ANTIOCH, IL 60002
226	02-14-101-024	1141 MOORE CT ANTIOCH, IL 60002
227	02-14-101-025	1153 MOORE CT ANTIOCH, IL 60002
228	02-14-101-026	1157 MOORE CT ANTIOCH, IL 60002
229	02-14-101-020	1158 MOORE CT ANTIOCH, IL 60002
230	02-14-101-019	1154 MOORE CT ANTIOCH, IL 60002
231	02-14-101-018	1142 MOORE CT ANTIOCH, IL 60002
232	02-14-101-014	1236 BRADFORD LN ANTIOCH, IL 60002
233	02-14-101-015	1230 BRADFORD LN ANTIOCH, IL 60002
234	02-14-101-016	1226 BRADFORD LN ANTIOCH, IL 60002
235	02-14-101-017	1220 BRADFORD LN ANTIOCH, IL 60002
236	02-14-101-013	1218 BRADFORD LN ANTIOCH, IL 60002
237	02-14-101-012	1158 ASHLYN LN ANTIOCH, IL 60002
238	02-14-101-011	1146 ASHLYN LN ANTIOCH, IL 60002
239	02-14-101-010	1140 ASHLYN LN ANTIOCH, IL 60002
240	02-14-101-009	1136 ASHLYN LN ANTIOCH, IL 60002
241	02-14-101-008	1132 ASHLYN LN ANTIOCH, IL 60002
242	02-14-101-007	1124 ASHLYN LN ANTIOCH, IL 60002
243	02-14-101-006	1120 ASHLYN LN ANTIOCH, IL 60002

Unit	Pin	Commonly known as (for informational purposes only)
244	02-14-102-012	1229 BRADFORD LN ANTIOCH, IL 60002
245	02-14-102-011	1233 BRADFORD LN ANTIOCH, IL 60002
246	02-14-102-010	1239 BRADFORD LN ANTIOCH, IL 60002
247	02-14-102-009	1241 BRADFORD LN ANTIOCH, IL 60002
248	02-14-102-008	1247 BRADFORD LN ANTIOCH, IL 60002
249	02-14-102-007	1253 BRADFORD LN ANTIOCH, IL 60002
250	02-14-102-006	1259 BRADFORD LN ANTIOCH, IL 60002
251	02-11-302-001	1214 DEVON DR ANTIOCH, IL 60002
252	02-11-302-002	1210 DEVON DR ANTIOCH, IL 60002
253	02-11-302-003	1204 DEVON DR ANTIOCH, IL 60002
254	02-14-102-001	1196 DEVON DR ANTIOCH, IL 60002
255	02-14-102-002	1192 DEVON DR ANTIOCH, IL 60002
256	02-14-102-003	1188 DEVON DR ANTIOCH, IL 60002
257	02-14-102-004	1182 DEVON DR ANTIOCH, IL 60002
258	02-14-101-004	1175 DEVON DR ANTIOCH, IL 60002
259	02-14-101-005	1181 DEVON DR ANTIOCH, IL 60002
260	02-11-301-019	1187 DEVON DR ANTIOCH, IL 60002
261	02-11-301-018	1191 DEVON DR ANTIOCH, IL 60002
262	02-11-301-017	1195 DEVON DR ANTIOCH, IL 60002
263	02-11-301-016	1197 DEVON DR ANTIOCH, IL 60002
264	02-11-301-015	1203 DEVON DR ANTIOCH, IL 60002
265	02-11-301-014	1207 DEVON DR ANTIOCH, IL 60002
266	02-11-301-007	1188 KIMBERLY LN ANTIOCH, IL 60002
267	02-11-301-008	1184 KIMBERLY LN ANTIOCH, IL 60002
268	02-11-301-009	1180 KIMBERLY LN ANTIOCH, IL 60002
269	02-11-301-010	1176 KIMBERLY LN ANTIOCH, IL 60002
270	02-11-301-011	1172 KIMBERLY LN ANTIOCH, IL 60002
271	02-11-301-012	1168 KIMBERLY LN ANTIOCH, IL 60002
272	02-11-301-013	1164 KIMBERLY LN ANTIOCH, IL 60002
273	02-14-101-003	1160 KIMBERLY LN ANTIOCH, IL 60002
274	02-14-101-002	1153 KIMBERLY LN ANTIOCH, IL 60002
275	02-11-301-006	1159 KIMBERLY LN ANTIOCH, IL 60002
276	02-11-301-005	1163 KIMBERLY LN ANTIOCH, IL 60002
277	02-11-301-004	1167 KIMBERLY LN ANTIOCH, IL 60002
278	02-11-301-003	1175 KIMBERLY LN ANTIOCH, IL 60002
279	02-11-301-002	1183 KIMBERLY LN ANTIOCH, IL 60002
280	02-11-301-001	1187 KIMBERLY LN ANTIOCH, IL 60002
281	02-11-304-073	1071 DEERTRAIL DR ANTIOCH, IL 60002
282	02-11-304-072	1063 DEERTRAIL DR ANTIOCH, IL 60002
283	02-11-304-071	1055 DEERTRAIL DR ANTIOCH, IL 60002
284	02-11-304-069	1047 DEERTRAIL DR ANTIOCH, IL 60002
285	02-11-304-070	1114 DEERTRAIL CT ANTIOCH, IL 60002
286	02-11-304-030	1117 DEERTRAIL CT ANTIOCH, IL 60002
287	02-11-304-029	1109 DEERTRAIL CT ANTIOCH, IL 60002

Unit	Pin	Commonly known as (for informational purposes only)
288	02-11-304-028	1101 DEERTRAIL CT ANTIOCH, IL 60002
289	02-11-304-027	1093 DEERTRAIL CT ANTIOCH, IL 60002
290	02-11-304-026	1085 DEERTRAIL CT ANTIOCH, IL 60002
291	02-11-304-025	1077 DEERTRAIL CT ANTIOCH, IL 60002
292	02-11-304-024	1069 DEERTRAIL CT ANTIOCH, IL 60002
293	02-11-304-023	1061 DEERTRAIL CT ANTIOCH, IL 60002
294	02-11-304-049	1053 DEERTRAIL CT ANTIOCH, IL 60002
295	02-11-304-050	1052 DEERTRAIL CT ANTIOCH, IL 60002
296	02-11-304-051	1056 DEERTRAIL CT ANTIOCH, IL 60002
297	02-11-304-052	1064 DEERTRAIL CT ANTIOCH, IL 60002
298	02-11-304-053	1072 DEERTRAIL CT ANTIOCH, IL 60002
299	02-11-304-054	1080 DEERTRAIL CT ANTIOCH, IL 60002
300	02-11-304-055	1060 DEERTRAIL DR ANTIOCH, IL 60002
301	02-11-304-056	1068 DEERTRAIL DR ANTIOCH, IL 60002
302	02-11-304-063	1076 DEERTRAIL DR ANTIOCH, IL 60002
303	02-11-304-062	1077 AMES CT ANTIOCH, IL 60002
304	02-11-304-061	1069 AMES CT ANTIOCH, IL 60002
305	02-11-304-060	1061 AMES CT ANTIOCH, IL 60002
306	02-11-304-059	1053 AMES CT ANTIOCH, IL 60002
307	02-11-304-058	1050 AMES CT ANTIOCH, IL 60002
308	02-11-304-064	1058 AMES CT ANTIOCH, IL 60002
309	02-11-304-065	1064 AMES CT ANTIOCH, IL 60002
310	02-11-304-066	1066 AMES CT ANTIOCH, IL 60002
311	02-11-304-067	1070 AMES CT ANTIOCH, IL 60002
312	02-11-304-068	1078 AMES CT ANTIOCH, IL 60002
313	02-14-109-002	1073 JOY CT ANTIOCH, IL 60002
314	02-14-109-001	1063 JOY CT ANTIOCH, IL 60002
315	02-14-109-003	1053 JOY CT ANTIOCH, IL 60002
316	02-14-109-004	1052 JOY CT ANTIOCH, IL 60002
317	02-14-109-005	1062 JOY CT ANTIOCH, IL 60002
318	02-14-109-006	1072 JOY CT ANTIOCH, IL 60002
319	02-14-109-009	1077 DANA CT ANTIOCH, IL 60002
320	02-14-109-008	1073 DANA CT ANTIOCH, IL 60002
321	02-14-109-007	1069 DANA CT ANTIOCH, IL 60002
322	02-14-109-010	1065 DANA CT ANTIOCH, IL 60002
323	02-14-109-011	1061 DANA CT ANTIOCH, IL 60002
324	02-14-109-012	1057 DANA CT ANTIOCH, IL 60002
325	02-14-109-013	1053 DANA CT ANTIOCH, IL 60002
326	02-14-109-014	1052 DANA CT ANTIOCH, IL 60002
327	02-14-109-015	1056 DANA CT ANTIOCH, IL 60002
328	02-14-109-016	1060 DANA CT ANTIOCH, IL 60002
329	02-14-109-017	1076 DANA CT ANTIOCH, IL 60002
330	02-14-108-038	1101 HOLLY DR ANTIOCH, IL 60002
331	02-14-108-037	1095 HOLLY DR ANTIOCH, IL 60002

Unit	Pin	Commonly known as (for informational purposes only)
332	02-14-108-036	1089 HOLLY DR ANTIOCH, IL 60002
333	02-14-108-035	1083 HOLLY DR ANTIOCH, IL 60002
334	02-14-108-034	1077 HOLLY DR ANTIOCH, IL 60002
335	02-14-108-033	1071 HOLLY DR ANTIOCH, IL 60002
336	02-14-108-032	1065 HOLLY DR ANTIOCH, IL 60002
337	02-14-108-039	1264 HOLLY CT ANTIOCH, IL 60002
338	02-14-108-040	1270 HOLLY CT ANTIOCH, IL 60002
339	02-14-108-041	1276 HOLLY CT ANTIOCH, IL 60002
340	02-14-108-042	1282 HOLLY CT ANTIOCH, IL 60002
341	02-14-108-043	1288 HOLLY CT ANTIOCH, IL 60002
342	02-14-108-044	1294 HOLLY CT ANTIOCH, IL 60002
343	02-14-108-052	1297 HOLLY CT ANTIOCH, IL 60002
344	02-14-108-053	1291 HOLLY CT ANTIOCH, IL 60002
345	02-14-108-051	1289 HOLLY CT ANTIOCH, IL 60002
346	02-14-108-050	1283 HOLLY CT ANTIOCH, IL 60002
347	02-14-108-045	1076 HOLLY DR ANTIOCH, IL 60002
348	02-14-108-046	1082 HOLLY DR ANTIOCH, IL 60002
349	02-14-108-047	1088 HOLLY DR ANTIOCH, IL 60002
350	02-14-108-048	1094 HOLLY DR ANTIOCH, IL 60002
351	02-14-108-049	1100 HOLLY DR ANTIOCH, IL 60002
352	02-14-108-014	1302 WALKER DR ANTIOCH, IL 60002
353	02-14-108-013	1308 WALKER DR ANTIOCH, IL 60002
354	02-14-108-012	1314 WALKER DR ANTIOCH, IL 60002
355	02-14-108-011	1320 WALKER DR ANTIOCH, IL 60002
356	02-14-108-010	1326 WALKER DR ANTIOCH, IL 60002
357	02-14-108-009	1332 WALKER DR ANTIOCH, IL 60002
358	02-14-108-008	1091 WALKER CT ANTIOCH, IL 60002
359	02-14-108-007	1085 WALKER CT ANTIOCH, IL 60002
360	02-14-108-006	1079 WALKER CT ANTIOCH, IL 60002
361	02-14-108-005	1073 WALKER CT ANTIOCH, IL 60002
362	02-14-108-004	1065 WALKER CT ANTIOCH, IL 60002
363	02-14-108-003	1059 WALKER CT ANTIOCH, IL 60002
364	02-14-108-015	1053 WALKER CT ANTIOCH, IL 60002
365	02-14-108-016	1060 WALKER CT ANTIOCH, IL 60002
366	02-14-108-017	1066 WALKER CT ANTIOCH, IL 60002
367	02-14-108-018	1074 WALKER CT ANTIOCH, IL 60002
368	02-14-108-019	1080 WALKER CT ANTIOCH, IL 60002
369	02-14-108-020	1086 WALKER CT ANTIOCH, IL 60002
370	02-14-108-021	1092 WALKER CT ANTIOCH, IL 60002
371	02-14-108-022	1098 WALKER CT ANTIOCH, IL 60002
372	02-14-108-024	1110 WALKER CT ANTIOCH, IL 60002
373	02-14-108-025	1134 WALKER CT ANTIOCH, IL 60002
374	02-14-108-026	1140 WALKER CT ANTIOCH, IL 60002
375	02-14-108-031	1151 WALKER CT ANTIOCH, IL 60002

Unit	Pin	Commonly known as (for informational purposes only)
376	02-14-108-030	1143 WALKER CT ANTIOCH, IL 60002
377	02-14-108-029	1137 WALKER CT ANTIOCH, IL 60002
378	02-14-108-028	1131 WALKER CT ANTIOCH, IL 60002
379	02-14-108-027	1123 WALKER CT ANTIOCH, IL 60002
380	02-14-101-172	1113 SPRENGER DR ANTIOCH, IL 60002
381	02-14-101-173	1115 SPRENGER DR ANTIOCH, IL 60002
382	02-14-101-174	1121 SPRENGER DR ANTIOCH, IL 60002
383	02-14-101-175	1123 SPRENGER DR ANTIOCH, IL 60002
384	02-14-101-176	1125 SPRENGER DR ANTIOCH, IL 60002
385	02-14-101-177	1127 SPRENGER DR ANTIOCH, IL 60002
386	02-14-101-178	1131 SPRENGER DR ANTIOCH, IL 60002
387	02-14-101-179	1133 SPRENGER DR ANTIOCH, IL 60002
388	02-14-101-180	1151 SPRENGER DR ANTIOCH, IL 60002
389	02-14-101-181	1153 SPRENGER DR ANTIOCH, IL 60002
390	02-14-101-182	1155 SPRENGER DR ANTIOCH, IL 60002
391	02-14-101-183	1157 SPRENGER DR ANTIOCH, IL 60002
392	02-14-101-133	1161 BRIAN CT E ANTIOCH, IL 60002
393	02-14-101-134	1163 BRIAN CT E ANTIOCH, IL 60002
394	02-14-101-135	1167 BRIAN CT E ANTIOCH, IL 60002
395	02-14-101-136	1169 BRIAN CT E ANTIOCH, IL 60002
396	02-14-101-137	1173 BRIAN CT E ANTIOCH, IL 60002
397	02-14-101-138	1175 BRIAN CT E ANTIOCH, IL 60002
398	02-14-101-139	1177 BRIAN CT E ANTIOCH, IL 60002
399	02-14-101-140	1179 BRIAN CT E ANTIOCH, IL 60002
400	02-14-101-141	1181 BRIAN CT E ANTIOCH, IL 60002
401	02-14-101-142	1183 BRIAN CT E ANTIOCH, IL 60002
402	02-14-101-143	1185 BRIAN CT E ANTIOCH, IL 60002
403	02-14-101-144	1187 BRIAN CT E ANTIOCH, IL 60002
404	02-14-101-145	1188 BRIAN CT E ANTIOCH, IL 60002
405	02-14-101-146	1186 BRIAN CT E ANTIOCH, IL 60002
406	02-14-101-164	1184 BRIAN CT E ANTIOCH, IL 60002
407	02-14-101-163	1182 BRIAN CT E ANTIOCH, IL 60002
408	02-14-101-162	1178 BRIAN CT E ANTIOCH, IL 60002
409	02-14-101-161	1176 BRIAN CT E ANTIOCH, IL 60002
410	02-14-101-160	1174 BRIAN CT E ANTIOCH, IL 60002
411	02-14-101-159	1172 BRIAN CT E ANTIOCH, IL 60002
412	02-14-101-148	1178 SPRENGER DR ANTIOCH, IL 60002
413	02-14-101-147	1176 SPRENGER DR ANTIOCH, IL 60002
414	02-14-101-149	1253 WALKER DR ANTIOCH, IL 60002
415	02-14-101-150	1255 WALKER DR ANTIOCH, IL 60002
416	02-14-101-151	1257 WALKER DR ANTIOCH, IL 60002
417	02-14-101-152	1259 WALKER DR ANTIOCH, IL 60002
418	02-14-101-153	1155 BRIAN CT W ANTIOCH, IL 60002
419	02-14-101-154	1157 BRIAN CT W ANTIOCH, IL 60002

Unit	Pin	Commonly known as (for informational purposes only)
420	02-14-101-155	1163 BRIAN CT W ANTIOCH, IL 60002
421	02-14-101-156	1165 BRIAN CT W ANTIOCH, IL 60002
422	02-14-101-157	1167 BRIAN CT W ANTIOCH, IL 60002
423	02-14-101-158	1169 BRIAN CT W ANTIOCH, IL 60002
424	02-14-101-170	1168 BRIAN CT W ANTIOCH, IL 60002
425	02-14-101-169	1166 BRIAN CT W ANTIOCH, IL 60002
426	02-14-101-168	1164 BRIAN CT W ANTIOCH, IL 60002
427	02-14-101-167	1162 BRIAN CT W ANTIOCH, IL 60002
428	02-14-101-166	1154 BRIAN CT W ANTIOCH, IL 60002
429	02-14-101-165	1152 BRIAN CT W ANTIOCH, IL 60002
430	02-14-110-015	1278 WALKER DR ANTIOCH, IL 60002
431	02-14-110-014	1276 WALKER DR ANTIOCH, IL 60002
432	02-14-110-013	1274 WALKER DR ANTIOCH, IL 60002
433	02-14-110-012	1272 WALKER DR ANTIOCH, IL 60002
434	02-14-110-011	1262 WALKER DR ANTIOCH, IL 60002
435	02-14-110-010	1260 WALKER DR ANTIOCH, IL 60002
436	02-14-110-009	1138 SPRENGER DR ANTIOCH, IL 60002
437	02-14-110-008	1136 SPRENGER DR ANTIOCH, IL 60002
438	02-14-110-007	1128 SPRENGER DR ANTIOCH, IL 60002
439	02-14-110-006	1126 SPRENGER DR ANTIOCH, IL 60002
440	02-14-110-005	1124 SPRENGER DR ANTIOCH, IL 60002
441	02-14-110-004	1122 SPRENGER DR ANTIOCH, IL 60002
442	02-14-110-003	1116 SPRENGER DR ANTIOCH, IL 60002
443	02-14-110-002	1114 SPRENGER DR ANTIOCH, IL 60002
444	02-14-101-132	1268 PARK VIEW DR ANTIOCH, IL 60002
445	02-14-101-131	1266 PARK VIEW DR ANTIOCH, IL 60002
446	02-14-101-130	1260 PARK VIEW DR ANTIOCH, IL 60002
447	02-14-101-129	1258 PARK VIEW DR ANTIOCH, IL 60002
448	02-14-101-128	1250 PARK VIEW DR ANTIOCH, IL 60002
449	02-14-101-127	1248 PARK VIEW DR ANTIOCH, IL 60002
450	02-14-101-119	1229 ANTHONY CT ANTIOCH, IL 60002
451	02-14-101-120	1227 ANTHONY CT ANTIOCH, IL 60002
452	02-14-101-121	1225 ANTHONY CT ANTIOCH, IL 60002
453	02-14-101-122	1223 ANTHONY CT ANTIOCH, IL 60002
454	02-14-101-123	1219 ANTHONY CT ANTIOCH, IL 60002
455	02-14-101-124	1217 ANTHONY CT ANTIOCH, IL 60002
456	02-14-101-125	1215 ANTHONY CT ANTIOCH, IL 60002
457	02-14-101-126	1213 ANTHONY CT ANTIOCH, IL 60002
458	02-14-101-118	1206 ANTHONY CT ANTIOCH, IL 60002
459	02-14-101-117	1204 ANTHONY CT ANTIOCH, IL 60002
460	02-14-101-116	1202 ANTHONY CT ANTIOCH, IL 60002
461	02-14-101-115	1200 ANTHONY CT ANTIOCH, IL 60002
462	02-14-101-081	1214 PARK VIEW DR ANTIOCH, IL 60002
463	02-14-101-082	1212 PARK VIEW DR ANTIOCH, IL 60002

Unit	Pin	Commonly known as (for informational purposes only)
464	02-14-101-083	1210 PARK VIEW DR ANTIOCH, IL 60002
465	02-14-101-084	1208 PARK VIEW DR ANTIOCH, IL 60002
466	02-14-101-085	1204 PARK VIEW DR ANTIOCH, IL 60002
467	02-14-101-086	1202 PARK VIEW DR ANTIOCH, IL 60002
468	02-14-101-087	1198 PARK VIEW DR ANTIOCH, IL 60002
469	02-14-101-088	1196 PARK VIEW DR ANTIOCH, IL 60002
470	02-14-101-089	1194 NATALIE CT ANTIOCH, IL 60002
471	02-14-101-090	1192 NATALIE CT ANTIOCH, IL 60002
472	02-14-101-091	1190 NATALIE CT ANTIOCH, IL 60002
473	02-14-101-092	1188 NATALIE CT ANTIOCH, IL 60002
474	02-14-101-093	1186 NATALIE CT ANTIOCH, IL 60002
475	02-14-101-094	1184 NATALIE CT ANTIOCH, IL 60002
476	02-14-101-095	1183 NATALIE CT ANTIOCH, IL 60002
477	02-14-101-096	1185 NATALIE CT ANTIOCH, IL 60002
478	02-14-101-097	1187 NATALIE CT ANTIOCH, IL 60002
479	02-14-101-098	1189 NATALIE CT ANTIOCH, IL 60002
480	02-14-101-099	1195 NATALIE CT ANTIOCH, IL 60002
481	02-14-101-100	1197 NATALIE CT ANTIOCH, IL 60002
482	02-14-101-104	1196 MARK CT ANTIOCH, IL 60002
483	02-14-101-103	1194 MARK CT ANTIOCH, IL 60002
484	02-14-101-102	1186 MARK CT ANTIOCH, IL 60002
485	02-14-101-101	1184 MARK CT ANTIOCH, IL 60002
486	02-14-101-105	1180 MARK CT ANTIOCH, IL 60002
487	02-14-101-106	1178 MARK CT ANTIOCH, IL 60002
488	02-14-101-107	1176 MARK CT ANTIOCH, IL 60002
489	02-14-101-108	1174 MARK CT ANTIOCH, IL 60002
490	02-14-101-109	1183 MARK CT ANTIOCH, IL 60002
491	02-14-101-110	1185 MARK CT ANTIOCH, IL 60002
492	02-14-101-111	1193 MARK CT ANTIOCH, IL 60002
493	02-14-101-112	1195 MARK CT ANTIOCH, IL 60002
494	02-14-101-113	1203 MARK CT ANTIOCH, IL 60002
495	02-14-101-114	1205 MARK CT ANTIOCH, IL 60002

EXHIBIT "B"

AMENDED AND RESATED BY-LAWS OF THE
NEUHAVEN MASTER ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the not-for-profit corporation is the NeuHaven Master Association ("Association"). The principal office of the Association shall be located at Antioch, Illinois, but meetings of members and directors may be held at such places within the State of Illinois, County of Lake as may be designated by the Board of Directors ("Board").

ARTICLE II

BOARD OF MANAGERS

~~Section 1. Administration of Property Prior to Election of Initial Board of Managers. Until the election of the initial Board of Managers, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board of Managers by law and in the Declaration and By-Laws shall be held and performed by the Declarant. The election of the initial Board of Managers shall be held thirty (30) days after the occurrence of one of the following events:~~

~~(a) — Twelve (12) years from the date of the Declaration;~~

~~(b) — The sale and conveyance of regal title to all of the lots to owners other than Declarant or an assignee of Declarant; or~~

~~(c) — Declarant elects voluntarily to turn over to the members the authority to appoint a Board. Within sixty (60) days following the election of a majority of the Board of Managers other than the Declarant, the Declarant shall deliver to the Board of Managers:~~

~~Within sixty (60) days following the election of a majority of the Board of Managers other than the Declarant, the Declarant shall deliver to the Board of Managers:~~

~~(1) — All original documents pertaining to the Property (as defined in the Declaration) and its administration such as the Declaration, By-laws, Articles of Incorporation, minutes and any rules or regulations governing the Property.~~

~~(2) — A detailed accounting by the Declarant, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Association;~~

~~(3) — Association funds, which shall have been at all times segregated from any other monies of the Declarant;~~

~~(4) — A schedule of all personal Property, equipment and fixtures belonging to the Association, including documents transferring the Property;~~

~~(5) — Any contracts, leases, or other agreements made prior to the election of a majority of the Board of Managers other than the Declarant by or on behalf of Lot Owners.~~

Section 2. Board of Managers (Board of Directors).

(1)(a) The Board of Directors, also known as the Board of Managers, shall consist of five (5) persons who shall be appointed or elected in the manner herein provided, or such greater number as may be determined by Board resolution. The Board shall consist of five (5) members, each of whom shall be an Owner and a Voting Member (as defined herein); provided that there shall be positions on the Board for two (2) persons who are members of the Homeowners Association and two (2) persons who are members of the Townhome Association. The remaining member of the Board shall either be from the Homeowners Association or the Townhome Association. Each member of the Board shall be a Lot Owner and shall reside on the Property, provided, however, that in the event a Lot Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, provided such person must reside on the Property ~~unless he is a Board member nominated by the Declarant.~~ If there are multiple Owners of a single Lot, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time, unless the Lot Owner owns another Lot independently.

(b) ~~At the initial meeting, the Voting Members shall elect five~~ Elections shall be held in accordance with the community instruments, provided that an election shall be held no less frequently than once every twenty-four (24) months, for the Board Members of Directors from among the membership of the Association. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest- number of votes with respect to the number of offices to be filled shall be- deemed to be elected. ~~Members of the Board elected at the initial meeting shall serve until the first annual meeting.~~ The three ~~{(3)~~ persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the ~~person~~ persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. ~~In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) year terms and which members shall have the one (1) year term.~~ Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors were and shall hereafter be elected for a term of two (2) years

each, provided, however, Board members may succeed themselves. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of ~~Voting~~ Members having two-thirds (2/3) of the total votes. ~~Vacancies in~~ If there is a vacancy on the Board, including vacancies due to any increase in the number ~~the remaining members of persons on the Board. shall be filled by the Voting Members present at~~ may fill the vacancy by a two-thirds (2/3) vote of the remaining Board members until the next annual meeting ~~or at~~ of the membership or until Members holding twenty percent (20%) of the votes of the Association request a ~~special~~ meeting of the ~~Voting~~ Members ~~called for~~ to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Members holding twenty percent (20%) of the votes of the Association requesting such purpose. ~~a meeting.~~ Except as otherwise provided in the Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present (at its meetings at which a quorum exists). A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may from time to time adopt.

(c) Upon proof of purchase, the purchaser of a Lot from a seller other than the developer pursuant to an installment contract for purchase shall, during such times as he or she resides in the Lot, be counted toward a quorum for purposes of election of members of the Board at any meeting of the membership called for purposes of electing members of the Board, and shall have the right to vote for the members of the Board of the Association, and to be elected to and serve on the Board, unless the seller expressly retains in writing any or all of such rights.

(d) If no election is held to elect Board members within the time period specified in the By-Laws, or within a reasonable amount of time thereafter not to exceed ninety (90) days, then twenty percent (20%) of the Members may bring an action to compel compliance with the election requirements specified in the By-Laws or operating agreement. If the court finds that an election was not held to elect members of the Board within the required period due to the bad faith acts or omissions of the Board of Directors, the Members shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this provision does not apply.

Section 2. Electronic Voting in Elections. The Association may, upon adoption of the appropriate rules by the Board, conduct elections by electronic or acceptable technological means. If the Board adopts such rules, Members may not vote by proxy in Board elections. Instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all Members not less than ten (10) and not more than thirty (30) days before the election meeting. The instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. The Board rules shall provide and the instructions provided to the Member shall state that a Member who submits a vote using

electronic or acceptable technological means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that Member.

Section 3. Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Declaration and By-Laws; a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, ~~In~~ in general, perform all the duties incident to the office of Secretary; a Treasurer ~~to~~ who shall keep the financial records and books of account; and such additional officers as the Board shall see fit to elect. Provided, however, no officer ~~shall~~ shall be elected for a term of more than two (2) years. However, any officer may succeed himself in any office.

Section 4. Removal. Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed ~~may~~ may be elected by the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose, ~~such meeting to be held within thirty (30) days after the special meeting which removed the Board member.~~

~~Section 5. Meetings. The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Lot Owner, notice of any such meeting shall be received at least forty eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice~~ Meetings. The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November and at such other times as the Board deems necessary. The Board must reserve a portion of the meeting of the Board for comments by Members; provided, however, the duration and meeting order for the Member comment period is within the sole discretion of the Board. Special meetings of the Board may be called by the President, by twenty-five percent (25%) of the members of the Board, or by any other method that is prescribed in the community instruments. Except to the extent otherwise provided by the Common Interest Community Association Act, the Board shall give the Members notice of all Board meetings at least forty-eight (48) hours prior to the meeting by sending notice by using a prescribed delivery method or by posting copies of notices of meetings in entranceways, elevators, or other conspicuous places in the common areas of the common interest community at least forty-eight (48) hours prior to the meeting except where there is no common entranceway for seven (7) or more Lots, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. The Board shall give Members notice of any Board meeting, through a prescribed delivery method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within ten (10) to sixty (60) days prior to the meeting, unless otherwise provided in Section 1-45(a) or any other provision of the Common Interest Community Association Act. Meetings of the Board shall be

open to any Lot Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent, (ii) to discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of rules and regulations of the Association, (v) to discuss a Member's or Lot Owner's unpaid share of common expenses, or (vi) to consult with the association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member.

Section 6. General Powers of the Board. In addition to the duties and powers inherently charged to and possessed by the Association as an Illinois not-for-profit corporation and the duties and powers enumerated herein and in its Articles of Incorporation and Declaration, or elsewhere provided for, and without limiting the generality of the same, the ~~Association~~Board shall have the following duties and powers:

- (a) preparation, adoption and distribution of the annual budget for the Property;
- (b) levying of assessments;
- (c) collection of assessments from members;
- (d) owning, conveying, encumbering, leasing and otherwise dealing with Lots conveyed to or purchased by it;
- (e) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (f) to have access to each Lot from time to time as may be necessary for the maintenance, repair or replacement of the Common Area therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area or to other Lot or Lots or for inspection of the Lots to ensure compliance with the terms and conditions of this Declaration;
- (g) to pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Area, rather than merely against the interests therein of particular Lot Owners. Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred (including attorney's fees, if any) by the Board by reason of said lien or liens shall be specially assessed to said Lot owner or Lot Owners;
- (h) to maintain and repair any Lot if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Area or any other portion of the Property, and a Lot owner of any Lot that has failed or refused to perform said maintenance or repair within a

reasonable time after written notice of the necessity of said maintenance, or repair mailed or delivered by the Board to said Lot Owner, provided that the Board shall levy a special assessment against such Lot Owner for the cost of said maintenance or repair;

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

(j) the Board's powers hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Lots requiring an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00), without in each case the prior approval of Voting Members having two-thirds (2/3) of the total votes;

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

(l) the Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Lot Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Lot Owners and Occupants and the Property shall at all times be maintained subject to such rules and regulations;

(m) the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board;

~~(n)~~

(n) The Board shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from Members or Lot Owners for violations of the Declaration, By-Laws, operating agreement, and rules and regulations of the Association;

(o) The Board shall have the authority to establish and maintain a system of master metering of public utility services to collect payments in conjunction therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act;

(p) nothing hereinabove contained shall be construed to give the Board, Association, or Lot Owners authority to conduct an active business for profit on behalf of all the Lot Owners or any one of them;

(q) no action to incorporate the Association as a municipality shall commence until an instrument agreeing to incorporation has been signed by two-thirds (2/3) of the Members;

(r) The Association may not enter into a contract with a current Board member, or with a corporation, limited liability company, or partnership in which a Board member or a member of his or her immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to Members within twenty (20) days after a decision is made to enter into the contract and the Members are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the membership, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parents, siblings, and children.

ARTICLE III

COMMITTEES

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

Section 2. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Lot owners, and the President of the Association, shall appoint the members thereof. Any member thereof may be removed whenever in the judgment of the Board the best interests of the Association shall be served by such removal.

Section 3. Each member of a committee shall continue as such until the next annual meeting of the Board or until his successor is appointed and shall have qualified or until the Board shall relieve him from his role as a committee member, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

Section 4. One (1) member of each committee shall be appointed chairman.

Section 5. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointment.

Section 6. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority

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

Section 7. Each committee may adopt rules for its own governance not inconsistent with these By-Laws or with rules adopted by the Board.

ARTICLE IV

MEMBERSHIP MEETINGS

A. Meetings of the Lot Owners shall be held at the principal office of the Association or at such other place in the Village of Antioch, Illinois as may be designated in any notice of a Meeting, any Lot owners in writing may waive notice of a meeting or consent to any action of the Association without a Meeting. Twenty percent (20%) of the membership shall constitute a quorum. Notice of any membership meeting shall be given detailing the time, place, and purpose of such meeting no less than ten (10) and no more than thirty (30) days prior to the meeting through a prescribed delivery method.

B. Special Meetings of the Lot Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-~~laws~~Laws, require the approval of all, or some of the Lot Owners, or for any other reasonable purpose. ~~Said Meetings shall~~Special meetings of the membership may be called by ~~written notice, authorized by a majority of the~~ President, the Board ~~or by the Lot Owners having one-fourth, twenty percent (1/4~~20%) of the ~~total votes, and delivered not less than five (5) days prior to the date fixed for said Meeting. The Notices shall specify the date, time and place of the Meeting and the matters to be considered.~~

~~C. At any Meeting of the Lot Owners, a Lot Owner entitled to vote may either~~membership, or any other method that is prescribed in the community instruments.

C. The membership shall hold an annual meeting. The Board of Directors may be elected at the annual meeting.

D. A Member may vote ~~in person or~~ :

(1) by proxy executed in writing by the Member or by his or her duly authorized attorney- in- fact. ~~go proxy shall,~~ provided, however, that the proxy bears the date of execution. Unless the community instruments or the written proxy itself provide otherwise, proxies will not be valid ~~after~~for more than eleven (11) months ~~from~~after the date of its execution ~~unless otherwise provided; or~~

(2) by submitting an Association-issued ballot in person at the ~~proxy~~election meeting;
or

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

(4) by any electronic or acceptable technological means.

Votes cast under any paragraph of this subsection are valid for the purpose of establishing a quorum.

Where there is more than one owner of a Lot and there is only one Member vote associated with that Lot, if only one of the multiple Owners is present at a meeting of the membership, he or she is entitled to cast the Member vote associated with that Lot.

ARTICLE V

BOOKS AND RECORDS

A. The ~~books,~~ Board shall maintain the following records ~~and papers~~ of the Association ~~shall at all times, during reasonable business hours, be subject to inspection~~ and make them available for examination and copying at convenient hours of weekdays by any ~~Lot owner and~~ Member or Unit Owner, their mortgagees, ~~The Articles,~~ and their duly authorized agents or attorneys:

(1) Copies of the recorded Declaration, other community instruments, other duly recorded covenants and By-Laws ~~of~~ and any amendments, articles of incorporation, articles of organization, annual reports, and any rules and regulations adopted by the Association Board shall be available ~~for inspection by any Lot Owner at the principal office of.~~

(2) Detailed and accurate records in chronological order of the ~~receipts and expenditures~~ affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred, and copies of all ~~contracts, leases, or other agreements~~ entered into by the Board shall be maintained.

(3) The minutes of all meetings of the Board which shall be maintained for not less than 7 years.

(4) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Members, which shall be maintained for not less than one year.

(5) With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

(6) With respect to Lots owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Member or Lot Owner and a designation shall remain in effect until a subsequent document is filed with the Association, ~~where copies may be purchased at reasonable cost.~~

(7) Any reserve study.

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

C. The Association shall also provide, upon written request by any holder, insurer or guarantor of any first mortgage that is secured by a Lot within the Property, a copy of an audited financial statement for the preceding fiscal year.

D. In the event of any resale of a Lot by a Member or Lot Owner other than the developer, the Board shall make available for inspection to the prospective purchaser, upon demand, the following:

(1) A copy of the Declaration, other instruments, and any rules and regulations.

(2) A statement of any liens, including a statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing.

(3) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.

(4) A statement of the status and amount of any reserve or replacement fund and any other fund specifically designated for Association projects.

(5) A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available.

(6) A statement of the status of any pending suits or judgments in which the Association is a party.

(7) A statement setting forth what insurance coverage is provided for all Members or Lot Owners by the Association for common properties.

The principal officer of the Board or such other officer as is specifically designated shall furnish the above information within thirty (30) days after receiving a written request for such information.

A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the Association or the Board to the Lot seller for providing the information.

ARTICLE VI

AMENDMENTS

These By-~~laws~~Laws may be amended or modified from time to time by action or approval of the Lot Owners entitled to cast two-thirds (2/3) of the total votes computed as provided ~~in~~in Section ~~3.1~~3.2 of the Declaration. Such Amendments shall be recorded In the Office of the Recorder of Deeds of ~~lake~~Lake County, Illinois.

ARTICLE VII

INTERPRETATION

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

Document comparison by Workshare Compare on Monday, May 20, 2024
3:20:02 PM

Input:	
Document 1 ID	file://C:\Users\vlp\Downloads\Neuhaven Master Assn - Original Declaration (converted) (1).docx
Description	Neuhaven Master Assn - Original Declaration (converted) (1)
Document 2 ID	file://C:\Users\vlp\Downloads\Neuhaven Master Association - Draft Amended and Restated Declaration (1).docx
Description	Neuhaven Master Association - Draft Amended and Restated Declaration (1)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	1858
Deletions	277
Moved from	3
Moved to	3
Style changes	0

Format changes	0
Total changes	2141