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Karen A.Yarbrough
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**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
CHARTER HALL
HOMEOWNER'S ASSOCIATION**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions For Charter Hall Homeowner's Association (the "Association") is made and entered into by the Board of Directors of the Charter Hall Homeowner's Association, at a meeting of the Board with notice of the meeting to the Association members, taking place on the date set forth below.

Whereas, the Association is a homeowners common interest community association previously created pursuant to the Charter Hall Declaration of Covenants, Conditions and Restrictions, filed in the office of the Recorder of Deeds of Cook County, Illinois, on August 24, 1992, as Document Number 9262665, (the "Declaration"), and amended by the First Amendment to Declaration filed with the Recorder of Deeds on January 19, 1993 as Document No. 93044817; and

Whereas, the Association operates pursuant to the Declaration and previously adopted By-Laws of Charter Hall Homeowner's Association; and

Whereas, the Declarant, as identified in the Declaration, no longer owns any Lots in the Association and no longer has any interest in the Association or the Association Properties; and

Whereas, the Property submitted to, and subject to the Declaration is identified therein, and set forth in Exhibit "A" attached hereto; and

Whereas, since the Association was formed, legislation has been enacted in the State of Illinois commonly known as the Illinois Common Interest Community Association Act, 765 ILCS 160/1-1, et. seq. (hereinafter the "Act"); and

Whereas, the Act applies to the Association, and the Association, is subject to and bound by the provisions of the Act and the Act controls over provisions of the Declaration and By-Laws; and

Whereas, certain provisions of the Declaration, and By-Laws, as previously existing are not consistent with provisions of the Act, as amended; and

Whereas, the Act authorizes the Association's Board of Directors to revise the Declaration and By-Laws, independent of the membership, to comply with the Act; and

Whereas, the Board desires to revise, amend, update and restate the Declaration and By-Laws so that they are consistent with the Act and the law;

NOW THEREFORE, the Charter Hall Declaration Of Covenants, Conditions, and Restrictions, and the By-Laws, are hereby amended to be as follows:

**CHARTER HALL AMENDED & RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

ARTICLE ONE

DEFINITIONS

SECTION 1. "**ASSOCIATION**" shall mean and refer to Charter Hall Homeowner's Association, an Illinois not-for-profit corporation, its successors and assigns.

SECTION 2. "**COMMON AREA**" shall mean all real property (and improvements thereto, including but not limited to any Detention Areas) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Outlots 50, 51, 52, and 54 to 60, both inclusive, in Charter Hall, being a Subdivision of part of the East Half of the Northwest Quarter of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded August 17, 1992, as Document No. 92609606 in Cook County, Illinois.

The Common Area may be designated on any Plat of Subdivision of the Properties or on any Amendments or Supplementary Declaration.

SECTION 3. "**COMMUNITY FENCES**" shall mean those fences initially installed by Declarant on any land within the Properties but excluding privacy fences installed between townhouses.

SECTION 4. "**DECLARANT**" shall mean and refer to Pulte Home Corporation, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

SECTION 5. [Section 5 deleted by the First Amendment to Declaration.]

SECTION 6. "ENTRYWAYS" shall mean such portions of the Properties as may be identified on any Plat of Subdivision thereof or as Declarant may determine, on which Declarant, prior to conveyance of the same to a third party, has constructed or has commenced construction of a sign or monument identifying the Charter Hall Development or any portion thereof.

SECTION 7. "LOT" for the purposes of this Declaration shall mean and refer to any plot of land shown upon any Plat of Subdivision of the Properties and upon which one individual townhouse dwelling unit is constructed or to be constructed.

SECTION 8. "MEMBER" shall mean and refer to every person or entity who holds a membership in the Association.

SECTION 9. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 10. "PARKING AREAS" shall mean (a) any areas designated as "Parking Areas" on any Lot or Common Area, by a plat of subdivision, a deed, a declaration of easement or a grant of easement executed and recorded by Declarant with the Recorder of Deeds of Cook County, Illinois, or (b) any areas constructed by Declarant for use as parking areas within any rights-of-way within the Properties, or (c) any areas within a Lot or Common Area on which Declarant has constructed or has commenced construction for use as Parking Areas at the time such Lot is conveyed by Declarant to a third party. Areas designated as "Parking Areas" may (but shall not be required to) be deeded to the Association as Common Area. Parking Areas located on any Lot shall be owned by the Owner of the Lot, but shall be maintained by the Association.

SECTION 11. "PLAT OF SUBDIVISION" shall mean a plat of the Properties, or any part thereof, subdividing or resubdividing the same into Lots, and recorded with the Recorder of Deeds of Cook County, Illinois.

SECTION 12. "PROPERTIES" shall mean and refer to that certain real property hereinbefore described on Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 13. "RETAINING WALL" shall mean any retaining wall installed by Declarant on a Lot or Common Area for purposes of supporting the grade of a Lot or Common Area. Retaining Walls located on any Lot shall be owned by the Owner of the Lot, but shall be maintained by the Association.

SECTION 14. "RIGHT-OF-WAY LANDSCAPING" shall mean landscaping initially installed by Declarant within the right-of-way along the dedicated streets within or abutting the Properties.

SECTION 15. "VILLAGE" shall mean the Village of Palatine, Illinois, its successors and assigns.

SECTION 16. "ACCEPTABLE TECHNOLOGICAL MEANS" shall mean and include, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

SECTION 17: "ELECTRONIC TRANSMISSION" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

SECTION 18: "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.

ARTICLE TWO

ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1. Annexation by the Members. Annexation of any real estate to the Properties shall require the recording of an instrument signed by the Association with the assent of not less than sixty-seven percent (67%) of the votes of each class of Members present in person or by written proxy at a meeting duly called for this purpose, at which a quorum is present, written notice of which shall be sent to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting, setting forth the purpose of the meeting.

SECTION 2. Annexation Limited to Lots and Common Area. No real estate may be annexed to the Properties, other than real estate that will fall within the definition of "Lots" or "Common Area", as set forth in ARTICLE ONE hereof, but such real estate may also contain Parking Areas, Community Fences, Entryways, Retaining Walls, or Right-of-Way Landscaping.

ARTICLE THREE

MEMBERSHIP IN THE ASSOCIATION

SECTION 1. Membership. Every person or entity, who is a record owner of a fee or an undivided fee interest in any Lot which is subject to the original Charter Hall Declaration of

Covenants, Conditions and Restrictions, and this Charter Hall Amended & Restated Declaration of Covenants, Conditions and Restrictions, including contract sellers, shall be a member of the Association and each purchaser of any Lot by acceptance of a deed therefor covenants and agrees to be a member of the Association whether or not it shall be so expressed in any deed or other conveyance. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. For each Lot owned, the Owner thereof shall be entitled to one (1) membership. Membership shall be appurtenant to and may not be separated from the fee ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. For the purpose of this Declaration, the word "Member" shall include any beneficiary of a trust holding legal title to one or more Lots.

SECTION 2. Transfer. Membership held by any Owner of a Lot is an appurtenance to such Lot and shall not be transferred, alienated, or pledged in any way, except upon the sale of such Lot, and then only to the purchaser of such Lot. Any attempt to make a transfer except by the sale of a Lot is void. Reference to the transfer of membership need not be made in an instrument of conveyance of such Lot for the transfer to be effective, and the same shall automatically pass with title to the Lot.

ARTICLE FOUR

VOTING RIGHTS IN THE ASSOCIATION

The Association shall have one class of voting membership, which shall be all those Owners as defined in ARTICLE THREE (with the exception of the Declarant). Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in ARTICLE THREE. When more than one person holds such interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. There are no Class B Memberships as defined in the original Declaration, as all Class B memberships previously converted to Class A memberships by the terms of the Declaration, thereby leaving one class of voting memberships.

ARTICLE FIVE

PROPERTY RIGHTS

SECTION 1. Members' Easements of Enjoyment. Every Member shall have a right and easement for ingress and egress over and across and use of enjoyment in and to the Common Areas and the Parking Areas, and such easements shall be appurtenant to and shall pass with the title to every Lot. Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and

covenants were fully recited and set forth in their entirety in such documents. Said right of easement for ingress and egress over and across and of enjoyment in and to the Common Area or Parking Areas shall be subject to the following provisions:

- a) The right of the Association, in accordance with Articles and By-Laws to borrow money for the purposes of improving or reconstructing the Common Area and facilities thereof and in aid thereof to mortgage said Common Area (or a portion thereof).
- b) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association provided that any suspension of such voting rights, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By-Laws of the Association.
- c) The right of the Association to declare or grant easements and licenses and to dedicate or transfer all or any part of the Common Area or Parking Areas to any public agency, authority, or public or private utility. No such dedication or transfer shall be effective unless an instrument has been recorded, signed by the Association and authorized by the assent of at least sixty-seven (67%) percent or more of the votes of each class of Members present in person or by proxy and entitled to vote at a meeting duly called for this purpose at which a quorum is present, written notice of which is mailed to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting, setting forth the purposes of the meeting.
- d) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and Parking Areas.
- e) Such other rights as are reserved or created by this Declaration.
- f) No exercise of any easement rights granted herein over any portion of the Common Area constituting "wetlands" under any federal, state or local law or regulation shall be in violation of such law or regulation.

SECTION 2. Delegation of Use. Any Member may delegate in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and Parking Areas to the members of his family, his tenants or contract purchasers who reside on the property. Such right and enjoyment shall also extend to such Owner's guests and invitees, subject to any rules or regulations enacted by the Association.

SECTION 3. Access to Lots. The Association and its respective agents, employees and independent contractors shall have the right and license to enter upon any Lot to the extent necessary to exercise any right or responsibility of the Association as set forth in this Declaration, as to the Lot or the home or other improvements situated thereon, and shall not be guilty of trespass.

SECTION 4. Access to Adjoining Lots. Every Owner of a Lot and also the Association, and their respective agents, employees and independent contractors, shall have and is hereby granted the right and license to enter upon the adjoining Lot or the Common Area to the extent necessary for the purpose of maintaining, repairing, replacing or adding to the improvements situated on or near the boundary of such Owner's Lot and shall not be guilty of any trespass. In the event the Owner of a Lot or the Association, or their respective agents, employees or independent contractors enter upon any such Lot or the Common Area for the purposes of exercising the right and license created by this Section 4, then such Owner, or the Association, as the case may be, shall make all necessary repairs or replacements on such Lot or the Common Area to correct any damage inflicted upon the same by exercise of the right and license.

SECTION 5. Title to the Common Area. The Declarant covenanted for itself, its heirs and assigns, that it conveyed or cause to be conveyed fee simple title to the Common Area to the Association free and clear of all encumbrances and liens, prior to the conveyance by Declarant of the first Lot improved with a townhouse dwelling to an Owner subject to:

- a) Covenants, conditions and restrictions then of record;
- b) The terms of this Declaration;
- c) Public zoning ordinances;
- d) Current real estate taxes, not yet due and payable (for which Declarant shall pay or make arrangements to pay its pro rata share);
- e) Easements granted or to be granted for sewer, water, gas, electricity, telephone and any other necessary utilities and any easements granted to the Village of Palatine; and
- f) Reservation of easement for ingress and egress.

SECTION 6. Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Association nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area or by abandonment of his Lot.

ARTICLE SIX

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. By the original Charter Hall Homeowner's Declaration of Covenants, Conditions and Restrictions, the Declarant

(subject to the provisions set forth in Sections Seven and Eight of this ARTICLE SIX) for each Lot owned within the Properties, covenanted, and each Owner of any Lot by acceptance of a deed therefore or possession thereof, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to personally and individually covenant and agree to pay to the Association; (1) annual assessments or charges, (2) special assessments, and (3) a single capital contribution, such assessments to be fixed, established and collected from time to time as hereinafter provided. The assessments, together with interest thereon, attorney's fees and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment (and deficiency contributions, in the case of Declarant), together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment falls due. The personal obligation shall pass to his successors in title accepting a deed to or assignment of beneficial interest in any trust holding title to said Lot.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare and enjoyment of its members, and in this connection, for the maintenance of the Lots including yards and landscaping, for the maintenance and repair of the townhouses constructed on the Lots, for the maintenance, repair, improvement of the Parking Areas, Common Area, Community Fences, Retaining Walls and Right-of-Way Landscaping and for the snow plowing of the Parking Areas, Common Area and facilities thereon, and the payment of real estate taxes thereon, for snow removal from driveways, for snow removal around and maintenance, repair and replacement of any cluster mailboxes within the Properties, for the payment of premiums for the insurance which is the obligation of the Association, and to provide funds for the Association to carry on its duties set forth herein or in its Articles of Incorporation or By-Laws.

SECTION 3. Annual and Special Assessments. a) Each year the Board shall fix the amount of the annual assessment, to be effective on January 1st of the next year, at any meeting of the Board, duly convened at least thirty (30) days prior to the effective date. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of the annual assessment shall be sent to every Owner subject thereto. The due dates when said annual assessments are due and payable shall be established by the Board. Each member shall receive through a prescribed delivery method, at least 30 days but not more than 60 days prior to the adoption thereof by the board, a copy of any proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes.

b) In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special or separate assessment for the purpose of defraying in full or in part: (a) the cost of any reconstruction, repair or replacement of the townhome located on any Lot, including landscaping related thereto; (b) the cost of any construction, reconstruction, repair or

replacement of any improvement on the Common Area, including the necessary fixtures, personal property or landscaping related thereto; (c) the cost of any reconstruction, repair, or replacement of the Entryways, Community Fences, Parking Areas, Retaining Walls or Right-of-Way Landscaping; (d) for the purpose of providing funds to the Association to carry on any of its duties set forth in this Declaration or in its Articles of Incorporation or By-Laws. Unless the special or separate assessment specifies that it shall be applicable to a specified number of years, it shall be applicable only to the year enacted. In the event a special assessment is to be levied for the construction, reconstruction, repair or replacement of less than all of the townhouses located within the Properties, such assessment may, by the action described herein, be levied against only those Lots which benefit by such construction, reconstruction, repair, or replacement, in proportion to their benefit, and not against the other lots in the Properties.

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 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by members with 20% of the votes of the Association delivered to the Board within 14 days of the Board action, shall call a meeting of the members within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

d) If total common expenses exceed the total amount of the approved and adopted budget, the Board shall disclose this variance to all 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 Association 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.

SECTION 4. Notice of Meetings. 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 10 to 60 days prior to the meeting, unless otherwise provided in the Act.

SECTION 5. Reasonable Reserves. The Association shall establish and maintain from annual assessments collected hereunder, reasonable reserves for the costs of the maintenance and repair of the townhomes, yards, and landscaping located on the Lots and for the costs of maintenance, repair and replacement of the Parking Areas, Common Area, Entryways, Community Fences, Retaining Walls and Right-of-Way Landscaping, and may establish and maintain such other reasonable reserves as the Board deems necessary and convenient, which are consistent with the powers and duties of the Association.

SECTION 6. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis or such other basis as set by the Board of Directors.

SECTION 7. Annual Summary. The Board shall provide all members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

SECTION 8. Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the annual assessments on a specified Lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Said certificates shall be conclusive evidence that any assessment therein stated to have been paid has in fact been paid. No charge shall be made for issuing from time to time said certificates to the Declarant on Lots then owned by Declarant.

ARTICLE SEVEN

EFFECT OF NONPAYMENT OF ASSESSMENTS, REMEDIES OF ASSOCIATION

SECTION 1. Delinquency. Any assessment provided for in this Declaration which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association and applied uniformly. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessments shall bear interest from the date of delinquency at the highest rate permitted by Illinois law, and the

Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien (provided for in Section 1 of ARTICLE SIX hereof) against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing a Complaint and such action and reasonable attorney's fees, and in the event a judgment is obtained, such judgment shall include all assessments accrued from date of suit to judgment, increased by such late charges, costs and fees, plus interest. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner for the collection of such delinquent assessments. In addition, actions may include, to the extent permitted by law, including, but not limited to, the Illinois Forcible Entry and Detainer Act, actions for possession of the Lot.

SECTION 2. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or trust deed. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a mortgage or trust deed or any proceeding or deed in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE EIGHT

PARTY WALLS

SECTION 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the townhouses and/or garages units in the subdivision and placed on the dividing line or adjacent to or near the dividing line (provided same serves two or more units) between the units shall constitute a part wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

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

SECTION 3. Encroachments and Overhangs. Since some of the individual townhouses in a building may be aesthetically and functionally designed with structures that encroach and/or overhang (above, beneath, and/or at grade level) adjoining Lots, the Owners of each Lot hereby take title subject to a perpetual easement for any such overhang and/or encroachment, which easement shall include the reasonable right of access thereto for inspection, maintenance, repair and/or replacement of all or a portion thereof. In the event of a fire or other casualty that results in a total or partial destruction of a townhouse or a building, each townhouse is entitled to be repaired or rebuilt in such fashion to permit these overhangs or encroachments to be reestablished.

SECTION 4. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and, if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to require for a larger contribution of reimbursement from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 6. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE NINE

EASEMENTS

SECTION 1. Utility Easements. The Declarant reserved unto itself, its successors, assigns and designees, the right to create, declare and grant over, above, under and across the Common Area and the Parking Areas, nonexclusive perpetual utility easements for the installation, construction, improvement or removal or reconstruction, replacement, substitution, and maintenance of sewer (storm and sanitary) water, gas, electricity, master television antenna and transmission systems, telephone and any other easements as may be necessary in the Declarant's sole judgment to develop, service and maintain the Properties. The aforesaid easement shall include reasonable rights of ingress and egress.

SECTION 2. Easement for Installation and Maintenance of Storm Water Lines. The Declarant reserved unto itself, the Association and their respective successors, assigns and designees an easement over each of the Lots within the Properties, the Parking Areas and the Common Area for the following purposes: (i) the installation, maintenance and repair of downspouts on any townhome constructed on any Lot where deemed necessary or appropriate by Declarant or the Association or their successors or assigns to alleviate storm water run off problems and (ii) the installation, maintenance and repair of underground storm water lines on any Lot, the parking Areas, or the Common Area for connection to any downspout so installed by Declarant or the Association or their successors or assigns on that Lot or any other Lot for connection to any storm water sewer constructed within the Properties, pursuant to Village approval. Such downspouts and/or storm water lines so installed by the Declarant, the Association or their respective successors, assigns and designees on any townhome on any Lot or Common Area shall be and remain the property of the Association or its successors or assigns, and shall thereafter be maintained, replaced and repaired thereby. The aforesaid easement shall include reasonable rights for ingress and egress and shall be perpetual. No Owner of a Lot shall interfere

with any downspout or storm water line installed on his townhouse or Lot, or the passing of storm water through the same.

SECTION 3. Easement to Village. The Declarant granted to the Village an easement over all Lots, Common Area and Parking Areas for purposes of (i) access to and inspection, maintenance, repair and replacement of any storm sewer lines and inlets and culverts which are necessary for storm water drainage within the Properties, and (ii) exercising the rights given to the Village under ARTICLE SEVENTEEN, Section 3 hereof to perform any obligation or duty of the Association or exercising the rights given to the Village under ARTICLE NINETEEN, Section 1 hereof to enforce the restrictions, conditions, covenants, liens and charges under this Declaration.

SECTION 4. Ownership of Utility Lines. The Declarant initially owned all storm sewers, sanitary sewers, and water lines when situated in, or over, under, along or across the Common Area, except for those which are within public utility easements, and shall have the right (but not the obligation) of maintenance, replacement, repair or removal thereof and reasonable access thereto. Declarant may have transferred title to said storm sewers, sanitary sewers and water lines and Declarant's rights of maintenance, replacement, repair and removal thereof to any designee deemed beneficial or appropriate by Declarant (including the Association, or any governmental or quasi-governmental authority), which transfer and assignment shall be effectuated by a bill of sale or other appropriate writing. In the absence of such a transfer prior to the completion of the sale of all of the Lots by Declarant to Owners purchasing the same, the transfer shall automatically be deemed to have been made to the Association upon the closing of the sale of the last Lot to an Owner, without further action or documentation.

SECTION 5. Driveway Easements. There is hereby declared and reserved for the benefit of all Owners and their guests and invitees a right and easement for ingress and egress over that portion of any Lot on which there is located a driveway leading from the right-of-way to the garage on any Owner's Lot. It is contemplated that in some instances driveways constructed by Declarant shall serve more than one (1) Lot. In no event shall any Owner block any driveway, Parking Area, or sidewalk so as to prevent reasonable access by others.

SECTION 6. Intentionally deleted.

SECTION 7. Easements for Construction Errors, Settlement, Shifting. Declarant declares and reserves to itself and all Owners easements of not more than one (1) foot for the continuation, repair, and replacement of any walls or structures encroaching on any adjoining Lot by reason of inadvertent construction error, settlement, or shifting.

SECTION 8. Installation, Maintenance and Repair of Common Area, Entryways, parking Areas, Community Fences, and Retaining Walls. The Declarant reserves unto itself, its successors, assigns, and designees, and to the Association the right and easement to come on to the Lots or the Common Area for purposes of building, installing, maintaining, repairing, and replacing Common Area, Entryways, Parking Areas, Community Fences and Retaining Walls thereon.

SECTION 9. Rights to Reserve or Grant Specific Easements for Common Area, Entryways, Parking Areas, Community Fences, and Retaining Walls. Declarant may have had the right to grant or reserve particular specific non-exclusive easements on any portion of any Lot (except portions occupied by dwellings) or on the Common Area for the installation, maintenance and repair of Common Area, Entryways, Parking Areas, Community Fences and Retaining Walls. Such easements may be created after such Lots are conveyed to Owners or after the Common Area is conveyed to the Association only if (i) such areas are designated as such by a plat of subdivision, a deed, a declaration of easement or a grant of easement executed and recorded by Declarant with the Recorder of Deeds of Cook County, Illinois or (ii) construction of such has commenced prior to conveyance of such Lot or Common Area. Failure to so grant or reserve any particular specific easement as provided herein shall not invalidate or adversely affect the easements reserved under Section 8 hereof.

SECTION 10. Extended Use Easement. In order to create an aesthetically attractive and functional development, townhouses may be position on Lots in such manner that the use and enjoyment thereof my reasonably require that Owners of such townhouses have the right to use or have access to and across portions of adjacent Lots or adjacent Common Areas. To accomplish the foregoing, Declarant hereby reserves the right to grant or reserve non-exclusive easements on any portion of a Lot (except portions occupied by dwellings) or Common Area prior or subsequent to the conveyance thereof by Declarant for the benefit of an adjacent Lot owner for such purposes as Declarant may in its sole determination deem essential to the reasonable use and enjoyment of the Lot owned by the beneficiary of such easement.

SECTION 11. Power Coupled with an Interest. In furtherance of Declarant's rights to create easements pursuant to Sections 9 and 10 above, a power coupled with an interest was thereby reserved to Declarant, as attorney-in-fact of the Association and of the Owners of all Lots within the Properties, to grant or reserve such easements, and the giving of any deed, mortgage, or other instrument with respect to the Common Area or any Lot, and acceptance thereof, shall be deemed a grant and acknowledgment of and a consent to such power of said attorney-in-fact.

ARTICLE TEN

APPEARANCE CONTROL COMMITTEE

No structure, patio, deck, post, improvement or addition or permanent (as opposed to annual) landscaping or plant materials (including, but not limited to those set forth in ARTICLE TWELVE, Section 5 hereof), shall be erected, placed or altered on any Lot within the Properties described herein (except as are installed or approved by the Declarant in connection with the initial construction of the dwellings and other improvements on the Lot) until the building plans, specifications and plot plan showing the location and proposed erection, placement or alteration of any such structure, patio, deck, post, improvement or addition or a plan or description of any permanent landscaping or plant materials have been approved in writing as to conformity of external design and harmony with existing structures or permanent landscaping on the Properties

and as to location with respect to topography and finished ground elevation, by an Appearance Control Committee which shall consist of the Board of Directors, or any committee duly appointed by the Board. The committee shall notify an applicant of such approval or disapproval of its action within thirty (30) days after said building plans and specifications and plot plan or landscaping plan or description have been submitted to the committee; or, in the event the committee does not disapprove of the building plan, specifications and plot plan as submitted within said 30 day period and no suit to enjoin the erection, placement or alteration of such structure, patio, deck, post or other improvement or addition or such permanent landscaping or plant materials, or to require the removal thereof, has been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with. In the event a suit is filed or in the event the Association takes other actions to enforce this Declaration with respect to such improvement, addition, or permanent landscaping, the Owner shall be responsible for attorneys fees and costs incurred by the Association, as provided in ARTICLE NINETEEN, Section 1 hereof. In the event any such structure, patio, deck, post, improvement, or addition or permanent landscaping or plant materials are erected, placed, or altered on any such Lot in violation of the provisions of this Article Ten, the authorized agents of the Association, upon an affirmative vote taken by the Board of Directors of the Association, may enter upon such Lot and may (but shall not be required to) remove the same, and the costs of removal shall be paid by the Owner and if unpaid, shall constitute a lien against the Lot. No member of such committee, nor its designated representative, shall be entitled to any compensation for such services performed pursuant to this covenant. Nothing contained in this ARTICLE TEN shall relieve any Owner from the requirement that such Owner obtain any permits or approvals from the Village, as may be necessary under the Village codes or ordinances for the erection, placement, or alteration of any structure, patio, deck, post, improvement, or addition or the installation of permanent landscaping on any Lot within the Properties, and each Owner shall be required to obtain such permits or approvals as a condition to the commencement of any work.

ARTICLE ELEVEN

DUTIES AND POWERS OF THE ASSOCIATION

SECTION 1. General. The Association shall have the power and duties to pay any real property taxes and other charges assessed against the Common Area and the Parking Areas; grant easements where necessary for public utilities over the Common Area and the Parking Areas to serve the Common Area or the Lots; adopt reasonable rules and regulations controlling and limiting the use of the Parking Areas and the Common Area, and further to adopt reasonable rules and regulations supplementing the General Use Restrictions as provided by ARTICLE TWELVE hereof; maintain such policy or policies of insurance at all times as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members, officers and directors including, but not limited to those described in ARTICLE EIGHTEEN hereof; employ a manager or other persons and contract with independent contractors, managing agents, collection agents and others to perform and effectuate all or any part of the duties and powers of the Association, if deemed necessary by the Directors; and establish such

reserves as may be required hereunder or as the Board of Directors shall from time to time deem necessary to fulfill and further the purposes of the Association.

SECTION 2. Common Area. The Association shall maintain, repair, and replace the Common Area, and its elements, including but not limited to grass, trees, shrubs, plantings, detention areas, ponds, creeks, lighting, private sidewalks and other improvements located upon the Common Area. The Association shall also snowplow the Common Area. The Association shall perform its obligations hereunder to the extent deemed by the Board to be beneficial and convenient. No actions taken by the Association hereunder to the respect to any portion of the Common Area constituting “wetlands” under any federal, state, local law or regulation shall be in violation of such law or regulation.

SECTION 3. Parking Areas. The Association shall maintain, repair and replace the Parking Areas, including those located in rights-of-way, and shall snowplow the Parking Areas, all to the extent deemed by the Board to be beneficial and convenient.

SECTION 4. [Section 4 deleted by the First Amendment to Declaration.]

SECTION 5. Entryways. The Association shall maintain, repair and replace the Entryways to the extent deemed by the Board to be beneficial and convenient.

SECTION 6. Right-of-Way Landscaping. The Association shall maintain, repair and replace the Right-of-Way Landscaping to the extent deemed by the Board to be beneficial and convenient.

SECTION 7. Community Fences. The Association shall maintain, repair and replace the Community Fences.

SECTION 8. Retaining Walls. The Association shall maintain, repair and replace the Retaining Walls.

SECTION 9. Lots. The Association shall maintain and repair the Lots and the townhomes located thereon, as follows:

- a) Painting, caulking, maintenance, repair and replacement of and tuckpointing of all exterior surfaces of the Owner’s home, including, among other things, siding, roofs, chimneys, gutters, downspouts and shutters, and all patios, decks, or fences installed by Declarant but excluding the following: all glass surfaces; door surfaces (including garage door); window systems; landscape improvements added by Owner; and patios, decks, improvements, additions or betterments added by Owner; subsurface structures including, but not limited to, foundation walls and floors, window wells, drain tile, and utility lines and pipes, etc.; interior areas of the townhouse (i.e., beginning from the back surface of the roof decking, siding or

brick veneer inward towards the living space); sillcocks; and ejection (sump) discharge pipes. All of the foregoing services shall comply with the aesthetic standards from time to time adopted by the Appearance Control Committee pursuant to ARTICLE TEN hereof. In addition, the Association shall adopt and follow a schedule of inspection and maintenance of those items which are the responsibility of the Association hereunder, whereby the townhomes are inspected at least two (2) times per year.

- b) Maintenance of the lawns, trees, decorative shrubs and other landscaping (as defined and limited by the Board) within each Lot unless fenced, surrounded by shrubs, landscaped, improved or equipped by the Owner in such manner as to preclude convenient access by large equipment. Notwithstanding the foregoing, it shall be the responsibility of each Owner to water the lawn, plants, shrubs and other landscaping within the Owner's Lot.
- c) Refuse collection (to the extent such services are not provided by the Village of Palatine), snow removal from driveways and service walks, seal-coating of driveways and service walks (but not stoops), maintenance of cluster mailboxes and other services with respect to the residence areas to the extent deemed by the Board to be beneficial and convenient.

The foregoing services provided by the Association in regard to exterior surfaces of an Owner's home shall be limited to normal wear and tear and the Owner shall be solely responsible for (i) all maintenance exclusions described above and (ii) all exterior repair and replacement resulting from causes other than normal wear and tear, including but not limited to losses from casualties for which the Association or the Owner has obtained insurance coverage and shall be solely responsible for all interior and structural repair and replacement. Insurance proceeds from policies obtained by the Association shall be made available to any such Owner to defray the cost of rebuilding in the event of casualty loss covered by such policies. In the event the Owner shall fail to effect promptly the rebuilding, repairs or replacements of his townhome necessitated by causes other than normal wear and tear, or losses from casualties including those for which the Association has obtained insurance coverage, the Association may (but shall not be required to) perform such repairs and replacements and the Association shall be entitled to reimbursement in full from the Owner for its costs of every kind incurred in connection therewith, including the right to any insurance proceeds. Subject to the rights of the first mortgagee, if any, in the event of loss, all insurance proceeds recovered shall be applied to effect such repairs and replacements. In the event the Owner shall fail to perform any of the maintenance exclusions for which the Association has no responsibility as provided above, or to effect such repairs and replacements, the Association may elect upon reasonable notice (but shall not be required) to do so, and in such event, the expenditures incurred by the Association (including those in excess of any available insurance proceeds) shall become the personal obligation of the Owner and a continuing lien on the Lot, recoverable with interest, costs and reasonable attorneys' fees in the same manner and to

the same extent as provided under ARTICLE SIX, Section 1 and shall give rise to the remedies available to the Association provided in ARTICLE SEVEN.

The Owner of each Lot shall be solely responsible for all repair and replacement of lawn, plants, shrubs and other landscaping, which were damaged or died due to the failure of the Owner to adequately water his Lot. The Association may (but shall not be required to) effect such repairs and replacements and the Association shall be entitled to reimbursement in full from the Owner for its costs of every kind incurred in connection therewith. In the event the Owner shall fail to effect such repairs and replacements, the Association may elect upon reasonable notice (but shall not be required) to do so, and in such event, the expenditures incurred by the Association shall become the personal obligation of the Owner and a continuing lien on the Lot, recoverable with interest, costs and reasonable attorneys' fees in the same manner and to the same extent as provided under ARTICLE SIX, Section 1 and shall give rise to the remedies available to the Association provided in ARTICLE SEVEN.

ARTICLE TWELVE

USE RESTRICTIONS

SECTION 1. Residential Use. The Properties are hereby restricted to residential dwellings, and ancillary and accessory uses and buildings in connection therewith (except for model homes and sales offices which may be operated by Declarant or its designees during the construction or sales period). All buildings or structures erected on the Properties shall be of new construction and no buildings or structures shall be moved from other locations to the Properties and no subsequent buildings or structures other than townhouses shall be built on any Lot where the Declarant has theretofore constructed a townhouse. No building or structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be placed on or used on any Lot at any time as a residence either temporarily or permanently.

SECTION 2. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except for dogs and cats kept as household pets.

SECTION 3. Commercial Activities, Nuisances. No advertising signs, billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Properties except that no more than one (1) "for sale" sign or "for rent" sign of not more than five (5) square feet shall be maintained on any Lot. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the Properties except activities intended primarily to service residents in the Properties. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its designees, or the use or operation of sales offices or model units on any Lots by the Declarant or its designees during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation,

By-Laws and Rules and Regulations, as the same may be amended from time to time. The Declarant and its successors and assigns shall have the right to rent any or all units.

SECTION 4. Trash Removal. All rubbish, trash and garbage shall be regularly removed from the Properties and shall not be allowed to accumulate thereon. There shall be no trash piles or storage piles on the Properties. The foregoing restrictions shall not apply to the activities of Declarant, its designees and those working for or on behalf of Declarant during the construction and sales period.

SECTION 5. Changes or Improvements. Additions, changes or improvements to any building, changes in the colors of exterior building surfaces or any part thereof (including roofs, siding, doors, storm doors, windows or trim), the placement of any patios or decks on the rear portion of any Lot by any Owner other than Declarant or the planting of any trees, decorative shrubs or other landscaping will be allowed only with the approval of the Appearance Control Committee referred to herein and only with the issuance of such permits or approvals from the Village as may be necessary under the codes or ordinances of the Village.

SECTION 6. Derricks, etc. No derrick or other structure designed for use in boring, mining, or quarrying for oil or natural gas, precious minerals, shall be erected, maintained or permitted upon any Lot in the Properties, provided that nothing in this Declaration shall be construed to restrict a public utility from erecting, maintaining, and operating upon any Lot owned by it within the Properties, a well, housing, and equipment for the purpose of extracting from the sub-surface and/or the treatment, storage and distribution of water through the system of such public utility.

SECTION 7. Radio, TV, Antennae, Awnings. No radio receiving or transmitting antennae or external apparatus shall be installed on any Lot. Normal radio installations wholly within a building are excepted. Television antenna and satellite dishes not more than one (1) meter in diameter may be installed within the boundaries of the Owner's Lot, except that they must be installed in a location to the extent specified in rules and regulations adopted by the Board, and provided the specified location or locations allow for receiving an acceptable quality signal. No awnings shall be constructed or added to any building.

SECTION 8. Maintenance of Easement Areas. Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over each of said Lots, and in the Parking Areas and the Common Area are reserved as shown on the recorded Plat of Subdivision or as created in accordance with this Declaration of Covenants, Conditions and Restrictions or any amendments hereof. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a

public authority, a private or public utility company or the Association is responsible. The easement area of the Parking Areas and the Common Area shall be maintained continuously by the Association.

SECTION 9. Leases of Lots. Any Owner may lease his Lot, but no lease may be for a period of less than thirty (30) days. All leases must be made expressly subject to the terms of this Declaration. In the event any Owner leases his Lot, he shall at all times keep the Association advised in writing of the address of his own current residence and any changes thereto, and of the name(s) of his tenant(s). 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 10 days after the lease is signed, whichever occurs first. The provisions of the Declaration, By-laws, rules and regulations and the Act that relate to the use of a Lot or the common areas shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease.

SECTION 10. Prohibition of Fences, Clotheslines, Storage Sheds, Dog Houses or Dog Runs. There shall be no fences, clotheslines, service sheds, storage sheds, dog houses or dog runs constructed or placed on any Lot within the Properties other than fences installed by Declarant or the Association.

SECTION 11. Prohibitions of Commercial Vehicles, Buses, Trucks, Limousines, Boats, Trailers, and Recreational Vehicles. No Commercial vehicles, buses, trucks, limousines, boats, trailers, or recreational vehicles shall be parked or stored on the Properties, including any Parking Areas.

SECTION 12. Prohibition of Window Air Conditioners and Window Fans in Certain Areas. No window air conditioners or window fans shall be placed in the front or side windows of any townhome constructed on the Properties, but may be placed only in the rear window of such townhomes.

SECTION 13. No Sustained Parking in Parking Areas. Now Owner or his family member shall park any vehicle within the Parking Areas on a permanent, semi-permanent or sustained basis. Any such vehicle shall be parked on the Owner's Lot.

SECTION 14. Limitation on Number of Lots Owned By One Owner. Except ownership of Lots by Declarant and except for ownership of Lots by a mortgagee who has foreclosed on a mortgage or who has accepted a deed in lieu of foreclosure with respect to Lots, no Owner may own more than three (3) Lots within the Properties at any one time and no Owner may own more than one (1) Lot constituting a part of a townhouse building at any one time.

SECTION 15. Display of American Flag or Military Flag. (a) Notwithstanding any provision in the Declaration, By-laws, 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 Lot or any limited common areas and facilities of a Lot owner or on the immediately adjacent exterior of the building

in which the dwelling unit 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 Lot or any limited common areas and facilities of a Lot owner or on the immediately adjacent exterior of the building in which the dwelling unit of an Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

(b) As used in this Section:

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

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

ARTICLE THIRTEEN

OWNER'S OBLIGATION TO MAINTAIN

Each Owner, his successors and assigns, hereby covenants and agrees at all times to maintain his Lot and the townhouse constructed thereon in a neat and proper condition and to perform all necessary repairs thereto, to the extent not provided for by the Association pursuant to this Declaration.

ARTICLE FOURTEEN

JOINT CONNECTION OF SEWER, WATER, ELECTRICAL, GAS, TELEPHONE LINES AND CABLE TELEVISION

The rights and duties of the Owners of Lots within the Properties with respect to sewer, water, gas, telephone and cable television shall be governed by the following:

- a) Wherever joint house connections of sanitary and storm sewer, water, electricity, gas, telephone or cable television lines are installed within the Properties, and the connections, or any portion thereof, lie in or upon Lots owned by others than the Lot Owners served by said connections, the Association, the Village, and other Owners of any Lots served by said connection shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon Lots or have the utility companies enter upon the Lots within the Properties in or upon which said connection, or any portion thereof, lies to read meters, repair, replace and generally maintain said connection as and when the same may be necessary as set forth below, and further, if a majority of the Board of Directors of the Association deems the repair, replacement or maintenance of such connection to be an emergency, the Association shall have the right to repair, replace or maintain such connection and assess the costs thereof against the Lots served by such connection in the amounts the Owners would otherwise be responsible for under subsections (c) and (d) herein, and each Owner, for himself, his heirs, successors and assigns, covenants that he will pay the Association (or its collecting agent) said assessment upon demand or in such periodic payments as may be determined by the Board of Directors, and that said assessment, if not paid on the date when due, shall become delinquent, shall become a continuing lien on the Lot and the personal obligation of the Owner and shall be subject to collection, enforceability, foreclosure and remedies of the Association in the manner set forth in ARTICLES SIX and SEVEN hereof for other assessments by the Association.
- b) Wherever joint house connections of storm and sanitary sewer, water, electricity, gas, telephone or cable television lines are installed within the Properties and the connections serve more than one Lot, the Owners of each Lot serviced by said connection shall be entitled to the full use and enjoyment of such portions of said connections as services his Lot.
- c) In the event any portion of said connection or line is obstructed, damaged or destroyed through the act of an Owner of a Lot being served by said connection, or any of his agents, guests, or members of his family, whether or not such act is negligent or otherwise culpable, so as to deprive the other Owners being served by said connection of the full use and enjoyment of said connection, then the Owners all forthwith proceed to replace or repair the same to as good condition as formerly, without cost to the other Owners served by said connection.
- d) In event any portion of said connection or line is obstructed, damaged, or destroyed by some cause other than the act of any Owner being served by said connection, his agents, guests, or members of his family (including ordinary wear and tear and deterioration from lapse of time), then in such event if said obstruction, damage or

destruction shall prevent the full use and enjoyment of such connection by the other Owners served by said connection, all such Owners who are thereby deprived of said use and enjoyment shall proceed forthwith to replace or repair said connection to as good a condition as it was formerly at their joint and equal expense.

ARTICLE FIFTEEN

AVAILABILITY OF RECORDS

Any Owner or first mortgagee of any Lot shall be entitled, upon reasonable request, to receive for inspection from the Association current copies of the Declaration, Articles of Incorporation, By-Laws, records and financial statements of the Association, as provided by the By-Laws or the Act. Furthermore, any holder of a mortgage given on any Lot within the Properties and any phases annexed thereto, shall be entitled to receive from the Association, without cost, a copy of the Association's financial statement, if any, and if any mortgagee shall so request in writing prior to the preparation of the annual financial statement of the Association, such financial statement shall be audited.

ARTICLE SIXTEEN

RIGHTS OF FIRST MORTGAGEES

Upon written request, any first mortgagee of a Lot shall be entitled to and shall receive from the Association notices of any of the following as shall be requested:

- a) Any condemnation loss or casualty loss which affects a material portion of the Properties and any phases annexed thereto or the Lot on which its mortgage is held;
- b) Delinquency of assessments which remain incurred for a period of sixty (60) days or more;
- c) Any lapse, cancellation, or modification of any insurance policy or fidelity bond maintained by the Association;
- d) Any restoration or repair of the Properties and any phases annexed thereto after partial condemnation or damage; and
- e) Any termination of the legal status of the Properties and any phases annexed thereto.

Any termination of legal status as provided in Subsection (e) above, shall require the consent of the holders of the mortgages on at least 51% of the Lots contained in the Properties and any phases annexed thereto at the time thereof.

ARTICLE SEVENTEEN

VILLAGE OF PALATINE

SECTION 1. Village Ordinances Prevail. None of the covenants, conditions, restrictions or provisions of the Declaration are intended to supersede or prevail over the ordinances of general applicability of the Village of Palatine, and in the event of any conflict, the applicable ordinances of said Village shall supersede and prevail over the covenants, conditions, restrictions and provisions of this Declaration.

SECTION 2. Standards of Maintenance. The Standards of Maintenance of the Lots and the residences and improvements located thereon, the Parking Areas, the Common Area, the Entryways, Community Fences, Retaining Walls and Right-of-Way Landscaping as adopted by the Association from time to time shall be at least equal to those set forth in the ordinances of general applicability of the Village of Palatine, in effect from time to time which govern and control the maintenance of private property.

SECTION 3. Village Intervention. In the event the Association fails to perform any obligation or duty of the Association which may be called for under this Declaration the Village may, but shall not be required to perform such obligation or duty on behalf of the Association, and exercise all rights and easements given or reserved for the Association under or pursuant to the terms of this Declaration in connection therewith. In such event the costs expended by the Village in doing so may be assessed against Lots within the Properties to the same extent and with the same force and effect as assessments made by the Association under ARTICLE SIX hereof, and, if such assessment remains unpaid, it shall constitute a lien against the Lots which the assessment was made to the same extent and with the same force and effect and with the same enforcement rights in favor of the Village as are set forth in ARTICLE SEVEN hereof.

ARTICLE EIGHTEEN

INSURANCE

SECTION 1. Casualty Insurance for Townhomes. The Association shall obtain and maintain a policy or policies of insurance covering the townhouses (other than the contents thereof) constructed on the Lots within the Properties, excluding those items which are the responsibility of the Owner, as specified in Section 2 hereof, including without limitation, all alterations and additions thereto, against damage or destruction by the perils of fire, lightning and those casualties contained in an all risk form, and such other perils as the Board of Directors of the

Association from time to time may determine should be included in such coverage, in an amount equal to 100% of the insurable replacement cost thereof, without depreciation, with an agreed amount provision, and with such reasonable deductibles as the Board may determine.

Such insurance shall name as the insured, and the proceeds thereof shall be payable to the Association, as trustee for the Owners of any townhouses damaged or destroyed. The proceeds from such insurance shall be made available, as the Board of Directors of the Association shall reasonably determine, for the repair, reconstruction, and restoration of such townhouses, subject to the right of first mortgagees. The Owner shall be responsible for payment of any deductibles. To the extent feasible, all such policies of insurance shall (i) provide that the insurance shall not be invalidated by the act or neglect of the Declarant, the Association, its Board of Directors, its officers, any Owner or occupant, or any agent, employee, guest or invitee of any of them, and (ii) shall contain an endorsement that such policies shall not be cancelled without at least thirty (30) days prior notice to the Association, the Owners, and all first mortgagees of the Lots. The policies obtained by the Association shall be deemed to be the primary insurance coverage for any townhouse.

SECTION 2. Owner's Insurance for Liability and Contents of Townhouses. Each Owner shall maintain at his own cost and expense such insurance coverage as he may desire with respect to (i) personal liability for acts and occurrences upon his Lot and within his townhouse and (ii) physical damage losses for personal property and the contents of his townhouse and any improvements, additions or betterments installed either by a person or entity other than as a part of initial construction, whether made inside or outside his townhouse, and shall further maintain at his cost and expense, any special flood hazard insurance as may be required by the first mortgagee of his Lot. The Association shall have no obligation in connection therewith.

SECTION 3. Casualty Insurance. The Association may, but shall not be required to, carry insurance with respect to the damage or destruction to Parking Areas, Entryways, Community Fences, Retaining Walls and Right-of-Way Landscaping. The Association shall obtain and maintain a policy or policies of insurance with respect to the damage or destruction of the Common Area and any of the improvements thereon, and to any other tangible assets of the Association including coverage against damage or destruction by the perils of fire, lightning and those perils contained in an all risk form, and such other perils as the Board of Directors of the Association from time to time may determine should be included in such coverage, in an amount equal to 100% of the insurable replacement cost thereof, without depreciation and with an agreed amount provision. Such insurance shall name as the insured, and the proceeds thereof shall be payable to the Association, as trustee. The proceeds of such insurance shall be made available, as the Board of Directors of the Association shall reasonably determine, for the repair, reconstruction, and restoration of such Common Area and if such insurance is obtained, the Parking Areas Entryways, Community Fences, Retaining Walls and Right-of-Way Landscaping subject to the rights of the first mortgagees. To the extent feasible, all such policies of insurance shall (i) provide

that the insurance shall not be invalidated by the act or neglect of the Declarant, the Association, its Board of Directors, its Officers, any owner or occupant, or any agent, employee, quest or invitee of any of them, and (ii) shall contain an endorsement that such policies shall not be cancelled without at least thirty (30) days prior notice to the Association, the Owners, and all first mortgagees of the Lots.

SECTION 4. Liability Insurance: the Association. The Association shall obtain and maintain a policy or policies of comprehensive general liability insurance insuring on a claims-made basis the Association, its Directors, officers, the Owners, and their agents and employees against claims for personal injury, including death and property damage, arising out of any occurrence in connection with the ownership, occupancy, use supervision, operation, repair, maintenance or restoration of the Common Area, Parking Areas, Entryways, Community Fences, Retaining Walls or Right-of-Way Landscaping in connection with any act or omission of or in behalf of the Association, its Boards of Directors, agents or employees within the Properties. Such policies shall be in the amount of \$1Million for bodily injury, including death, and property damage arising out of a single occurrence, and shall contain a provision that they may not be cancelled without at least a thirty (30) day prior notice to the Association, the Owners, and the first Mortgagees of the Lots.

SECTION 5. Workmen's Compensation and Fidelity Insurance; Other Insurance. The Association shall obtain and maintain a policy or policies of insurance with reputable insurance carriers providing the following coverage:

- a) Workers Compensation and employers liability insurance in such form and in such amounts as may be necessary to comply with applicable laws;
- b) 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; and
- c) Such other insurance in such limits and for such purpose as the Association may, from time to time, deem reasonable and appropriate.

SECTION 6. Waiver of Subrogation. To the extent feasible, all policies of insurance obtained by the Association shall contain provisions that no act or omission of any named insured shall affect or limit the obligation of the insurance company to pay the amounts of any loss sustained. So long as the policies of insurance provided for herein shall provide that a mutual release as provided for in this Section shall not affect the right of recovery thereunder, and further provide coverage for the matters for which the release herein is given, all named insureds and all parties claiming under them shall, and do by these presents mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard or source covered by any insurance procured by the Association, regardless of the cause of damage or loss.

SECTION 7. Insurance Premium Expense. The expense of insurance premiums paid by the Association under this Article shall be an expense of the Association to which the assessments collected by the Association from the Owners shall be applied.

ARTICLE NINETEEN

GENERAL PROVISIONS

SECTION 1. Enforcement. the Association, any Owner, or the Village shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association, any Owner or the Village to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Breach of any of the covenants shall not defeat or render invalid the lien or any mortgage or trust deed made in good faith and for value as to said Lots or property, or any parts thereof, but such provisions, restrictions or covenants shall be binding and effective against any Owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise. The Village shall be entitled to recover from the Association (in the event enforcement is against the Association) and the Association or the Village shall be entitled to recover from any Owner (in the event enforcement is against any Owner) against which it initiates enforcement, reasonable attorneys fees and costs expended in the enforcement, and any judgment obtained thereby in any enforcement proceedings shall be increased by such fees and costs. In addition, such fees and costs incurred by the Association or the Village against an Owner, whether or not proceedings are initiated, shall constitute a lien against his Lot which may be recovered in the manner provided in ARTICLE SEVEN, Section 1 hereof.

SECTION 2. Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

SECTION 3. Amendment. 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, and their respective legal representatives, heirs, successors, and assigns for a period of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Lot Owners comprising not less than sixty-seven percent (67%) of the total votes collectively held by the Members with the written consent of mortgagees holding at least fifty-one percent (51%) of the outstanding mortgages on the Properties and the written consent of the Village. Any such amendment that has the effect of (i) terminating this Declaration or (ii) terminating the legal status of the Association shall require the written consent of mortgagees holding at least sixty-seven percent (67%) of the outstanding mortgages on the Properties and any phases annexed thereto. Notwithstanding the foregoing, in the event the Declarant desires to amend this Declaration: (x) to correct a technical or typographical error or to clarify any provisions herein which are otherwise vague, or (y) for the sole purpose of causing the Declaration to comply with form and substance as may be required by either the Federal Housing Authority (FHA) or the Veterans Administration (VA) to enable the sales of Lots from the Properties to qualify for the insurance by either such agency of end mortgage loans made to Owners of such Lots, or as may be required to conform to the published manuals or guidelines of any governmental, quasi-governmental or private agency engaged in the business of the purchase of mortgage loans, including, but not limited to Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA) for the purchase of mortgage loans made on Lots in the Properties, or (z) for the sole purpose of causing the Declaration to comply with the requirements of any statutes, ordinances, laws or regulations applicable thereto, it may do so by an instrument signed by Declarant without the consent of Owners, mortgagees, FHA, or VA, but shall give notice of any such amendments to all Owners, the FHA, the VA, all mortgagees of Lots who have requested the same in writing, and the Village. The failure to give such notice shall not affect the validity or effectiveness of such amendment. In furtherance of the foregoing, a power coupled with an interest is hereby reserved to Declarant, as Attorney-in-Fact to so amend the Declaration as provided in this Section 3, and each deed, mortgage or other instrument with respect to a Lot and acceptance thereof shall be deemed a grant and acknowledgment of and a consent to such power to said Attorney-in-Fact. Any amendment must be recorded with the Cook County Recorder.

SECTION 4. Quorum. Unless otherwise specified to the contrary in any provision of this Declaration, the presence of Members or of proxies entitled to cast ten (10%) percent of the votes of each class of membership shall constitute a quorum for any meeting of the Members of the Association. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in the By-Laws of the Association and the required quorum at such subsequent meeting shall be fifty percent (50%) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

IN WITNESS WHEREOF, the undersigned, being at least a majority of the members of the Board of Directors of Charter Hall Homeowner's Association, have hereby adopted and executed this instrument on this the 13 day of APRIL, 2015.

David Harrin
Patricia M. Mullen
Diane E. Stoddard

Debrah Depp
[Signature]
[Signature]

AMENDED AND RESTATED BY-LAWS
OF
CHARTER HALL
HOMEOWNER'S ASSOCIATION

NAME AND LOCATION. The name of the corporation is CHARTER HALL HOMEOWNER'S ASSOCIATION, an Illinois not-for-profit corporation, hereinafter referred to as the "Association." The principal office of the corporation shall be located within the State of Illinois, County of Cook. Meetings of members and directors may be held at such places within the State of Illinois, County of Cook, as may be designated by the Board of Directors.

ARTICLE I

DEFINITIONS

SECTION 1. "**ASSOCIATION**" shall mean and refer to Charter Hall Homeowner's Association, an Illinois not-for-profit corporation, its successors and assigns.

SECTION 2. "**COMMON AREA**" shall mean all real property (and improvements thereto, including but not limited to any Detention Areas) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Outlots 50, 51, 52, and 54 to 60, both inclusive, in Charter Hall, being a Subdivision of part of the East Half of the Northwest Quarter of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded August 17, 1992, as Document No. 92609606 in Cook County, Illinois.

The Common Area may be designated on any Plat of Subdivision of the Properties or on any Amendments or Supplemental Declaration.

SECTION 3. "**COMMUNITY FENCES**" shall mean those fences initially installed by Declarant on any land within the Properties but excluding privacy fences installed between townhouses.

SECTION 4. "**DECLARANT**" shall mean and refer to Pulte Home Corporation, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

SECTION 5. "**DECLARATION**" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties, recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 92626656.

SECTION 6. “DEER RUN BIKE PATH” shall mean that certain bicycle path which has been installed within the Deer Run development to the west of and adjacent to the Properties, which is used by residents of the Properties and of the adjacent Deer Run residential development.

SECTION 7. “ENTRYWAYS” shall mean such portions of the Properties as may be identified on any Plat of Subdivision thereof or as Declarant may determine, on which Declarant, prior to conveyance of the same to a third party, has constructed or has commenced construction of a sign or monument identifying the Charter Hall Development or any portion thereof.

SECTION 8. “LOT” shall mean and refer to any plot of land shown upon any Plat of Subdivision of the Properties and upon which one individual townhouse dwelling unit is constructed or to be constructed.

SECTION 9. “MEMBER” shall mean and refer to every person or entity who holds a membership in the Association.

SECTION 10. “OWNER” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 11. “PARKING AREAS” shall mean (a) any areas designated as “Parking Areas” on any Lot or Common Area, by a plat of subdivision, a deed, a declaration of easement or a grant of easement executed and recorded by Declarant with the Recorder of Deeds of Cook County, Illinois, or (b) any areas constructed by Declarant for use as parking areas within any rights-of-way within the Properties, or (c) any areas within a Lot or Common Area on which Declarant has commenced construction for use as Parking Areas at the time such Lot is conveyed by Declarant to a third party. Areas designated as “Parking Areas” may (but shall not be required to) be deeded to the Association as Common Area. Parking Areas located on any Lot shall be owned by the Owner of the Lot, but shall be maintained by the Association.

SECTION 12. “PLAT OF SUBDIVISION” shall mean a plat of the Properties, or any part thereof, subdividing or resubdividing the same into Lots, and recorded with the Recorder of Deeds of Cook County, Illinois.

SECTION 13. “PROPERTIES” shall mean and refer to that certain real property hereinbefore described on Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 14. “RETAINING WALL” shall mean any retaining wall installed by Declarant on a Lot or Common Area for purposes of supporting the grade of the Lot or Common Area.

Retaining Walls located on any Lot shall be owned by the Owner of the Lot, but shall be maintained by the Association.

SECTION 15. "RIGHT-OF-WAY LANDSCAPING" shall mean landscaping initially installed by Declarant within the right-of-way along the dedicated streets within or abutting Properties.

SECTION 16. "ACCEPTABLE TECHNOLOGICAL MEANS" shall mean and include, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

SECTION 17: "ELECTRONIC TRANSMISSION" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

SECTION 18: "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.

SECTION 19: "ACT" means the Illinois Common Interest Community Association Act, 765 ILCS 160/1-1 et. seq., which is applicable to the Association.

ARTICLE II

MEETING OF MEMBERS

SECTION 1. Annual Meetings. The membership shall hold an annual meeting, which may include election of directors. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the Members may be called at any time by the President, the Board of Directors, or upon written request of 20% of the Members.

SECTION 3. Notice of Meetings. Written notice of each meeting of the Members shall be made to each Member entitled to vote thereat, shall be given by, or at the direction of, the secretary or person authorized to call the meeting, and shall detail the date, time, place, and purpose of such

meeting no less than ten (10) and no more than (30) days prior to the meeting through a prescribed delivery method. To the extent notice is mailed to a Member, the notice shall be addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice.

SECTION 4. Quorum. The presence at the meeting of Members entitled to cast, or proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however such quorum shall not be present or represented at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum for the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy, to the extent proxies have not been prohibited by the rules and regulations adopted by the Board in accordance with its authority pursuant to the Declaration, Bylaws or Illinois Common Interest Community Association Act.. All proxies shall be in writing and filed with the secretary. The proxy, if permitted, shall be executed in writing by the Member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the written proxy itself provide otherwise, proxies will not be valid for more than 11 months after the date of its execution Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE III

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

SECTION 1. Number. The affairs of this Association shall be managed by a Board of six (6) directors, who shall be Members of the Association. 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 Owner also owns another unit independently.

SECTION 2. Term of Office. At the first annual Meeting, the Members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and two (2) directors for a term of three (3) years; and at each annual meeting thereafter, the Members shall elect two (2) directors for a term of three (3) years.

SECTION 3. Removal. Any director may be removed from the Board, with or without cause, by a vote of two-thirds of the membership at a meeting duly called for such purpose, at which a quorum is present, written notice of which is provided to all Members not less than ten (10) days and no more than thirty (30) days prior to the meeting by a prescribed delivery method,

setting forth the purpose of the meeting. If there is a vacancy on the Board, the remaining members of the Board may fill the vacancy by a two-thirds vote of the remaining Board members until the next annual meeting of the membership or until Members holding 20% of the votes of the Association request a meeting of the Members to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by membership holding 20% of the votes of the association requesting such a meeting.

SECTION 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE IV

NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among Members.

SECTION 2. Election. (a) Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies, where permitted, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

(b) Subject to rules and regulations adopted by the Board, a member may vote:

(1) if permitted, by proxy executed in writing by the Member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the proxy itself provide otherwise, proxies will not be valid for more than 11 months after the date of its execution; or

(2) by submitting an Association-issued ballot in person at the 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 these Bylaws; or

(4) by any electronic or acceptable technological means.

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

(c) Upon adoption of the appropriate rules by the Board, the Association may conduct elections by electronic or acceptable technological means. Members may not vote by proxy in Board elections where elections are conducted by electronic or acceptable technological means. Instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all Members not less than 10 and not more than 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.

(d) Where there is more than one Owner of a 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. 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 Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

(e) 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 unit, 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, shall have the right to vote for the members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights.

ARTICLE V

MEETINGS OF DIRECTORS

SECTION 1. Regular Meetings. The Board shall meet at least four times annually. Periodic regular meetings of the Board of Directors may be held with notice, on such dates and at

such place and hour as may be fixed from time to time by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the Board of Directors may be called by the president of the Association, or by twenty-five percent of the members of the Board, after not less than three (3) days notice to each director.

SECTION 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

SECTION 4. Notice. Except to the extent otherwise provided by the Illinois Common Interest Community Association Act, or the Declaration or these Bylaws, the Board shall give the Members notice of all Board meetings at least 48 hours prior to the meeting by sending notice by using a prescribed delivery method or by posting copies of notices of meetings in entranceways or other conspicuous places in the common areas of the at least 48 hours prior to the meeting, except where there is no common entranceway for 7 or more dwelling units, the Board may designate one or more locations in the proximity of these dwelling 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 10 to 60 days prior to the meeting, unless otherwise provided in the Illinois Common Interest Community Association Act.

SECTION 5. Board Meetings. (a) Meetings of the Board shall be open to any Owner, except for the portion of any meeting held (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 consider third party contracts or information regarding appointment, employment, or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Member's or Owner's unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member.

(b) 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.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of an Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 30 days for any single infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association by virtue of the Declaration or the Articles of Incorporation of the Association, or the Illinois Common Interest Community Association Act, and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; and

(d) declare the office of a director of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; provided, however, that any such employment arrangement shall be terminable by the Association without cause and without penalty on not more than 90 days notice;

(f) procure and maintain errors and omissions insurance coverage for the Board of Directors, the officers, and such of the agents of the Association as the Board, in its discretion, deems appropriate; and

(g) after notice and an opportunity to be heard, to levy and collect reasonable fines from Members or Owners for violations of the Declaration, Bylaws, and rules and regulations of the Association.

SECTION 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof, in such form as the Board shall deem appropriate, to

the Members at the annual meeting of the Members, or at any special meeting when such statement is request in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration:

(1) fix the amount of the annual assessment, if any, against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment, if any, to every Owner subject thereto in advance of each annual assessment period;

(3) call special meetings of the Members for the purposes of voting on matters which require the Members vote;

(4) at its option, foreclose the lien against any Lot for which assessments are not paid after due date or to bring an action at law against the Owner personally obligated to pay the same;

(5) maintain, repair, and replace the Common Area (including, but not limited to, grass, trees, shrubs, plantings, creeks, detention areas, lighting and private sidewalks), pay real estate taxes thereon, adopt rules and regulations in connection with the use thereof, and remove snow from the Common Area, all to the extent deemed by the Board to be beneficial and convenient;

(6) maintain, repair, and replace the Entryways, and the Right-of-Way Landscaping to the extent deemed by the Board to be beneficial and convenient;

(7) maintain, repair and replace the Community Fences and the Retaining Walls;

(8) maintain, repair, replace the Parking Areas, adopt rules and regulations in connection with the use thereof, and snowplow the Parking Areas, all to the extent deemed by the Board to be beneficial and convenient; and

(9) maintain and repair the Lots and the townhomes located thereon.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A

reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.;

(e) procure and maintain liability, casualty, fidelity and other insurance in the manner provided in the Declaration; and

(f) grant and create easements for public utilities for the benefit of the Owners or the Association.

SECTION 3. Contracts. The Association may not enter into a contract with a current Board member, or with a corporation or partnership in which a Board member or a member of his or her immediate family has 25% or more interest, unless notice of intent to enter into the contract is given to Members within 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 20% of the Membership, for an election to approve or disapprove the contract; such petition shall be filed within 20 days after such notice and such election shall be held within 30 days after filing the petition. For purposes of this subsection, a Board member's immediate family means the board member's spouse, parents, siblings, and children.

ARTICLE VII

OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 2. Election of Officers. The election of officers shall be by the Board members and shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

SECTION 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

SECTION 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the

Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors and the Membership; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and instead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members; keep appropriate current records showing the names of the Members of the Association together with their addresses and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association; shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper financial records and books of the accounts; prepare or cause to be prepared an annual budget and a statement of

income and expenditures to be presented to the Board and the membership at its regular annual meeting and provide a copy of each to the Members.

ARTICLE VIII

COMMITTEES

The Association shall appoint an Appearance Control Committee, as provided in the Declaration, and a Nominating Committee, as provided by these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE IX

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each director and each officer of the Association and any director or officer of any other corporation serving as such at the request of the Association because of the Association's interest as a shareholder or creditor of such other corporation, shall, to the extent not protected by insurance procured by the Association, be indemnified by the Association against all expenses, as hereinafter defined, which shall necessarily or reasonably be incurred by him in connection with any action, suit or proceeding to which he is or shall be a party, or with which he may be threatened, by reason of his being or having been a director or officer of the Association or of such other corporation, whether or not he continues to be a director or officer at the time of incurring such expenses. Expenses, as used herein, shall include, but not be limited to: amounts of judgments against, or amounts paid in settlement by, such director or officer, other than amounts payable or paid to the Association, but shall not include any (a) expenses incurred in connection with any matters as to which such director or officer shall be adjudged in such action, suit or proceeding, without such judgment being reversed, to be liable by reason of his negligence or misconduct in the performance of his duties as such director or officer, or (b) expenses incurred in connection with any matters which shall have been the subject of such action, suit or proceeding disposed of otherwise than by adjudication on the merits, unless in relation to such matters such director or officer shall not have been liable for negligence or misconduct in the performance of his duties as a director or officer. In determining whether a director or officer was liable for negligence or misconduct in the performance of his duties as such director or officer and is for that reason not entitled to reimbursement pursuant to the foregoing provisions, the Board of Directors may conclusively rely upon an opinion of legal counsel selected by the Board of Directors. The right of indemnification hereinabove provided shall not be deemed exclusive of any other right to which such director or officer may now or hereafter be otherwise entitled and specifically, without limiting the generality of the foregoing, shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any such director or officer in any such action, suit or proceeding to have assessed or allowed in his favor, against the Association or other corporation

or otherwise, his costs and expenses incurred therein or in connection therewith or any part thereof.

ARTICLE X

BOOKS AND RECORDS

(1) The Board shall keep all books and records of the Association. The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any Member or Owner, their mortgagees, and their duly authorized agents or attorneys:

(i) Copies of the recorded Declaration, other community instruments, other duly recorded covenants and Bylaws and any amendments, Articles of Incorporation, annual reports, and any rules and regulations adopted by the Board shall be available.

(ii) 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.

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

(iv) 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.

(v) 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.

(vi) 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 Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

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

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

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association the initial capital contribution, annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the Association may at its election, require the Owner to pay a "late charge" in an amount to be determined by the Association and applied uniformly, and if such assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by Illinois law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against his Lot. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association may have a seal in circular form having within the circumference the words: "Corporate Seal, Illinois."

ARTICLE XIII

AMENDMENTS

SECTION 1. These By-Laws may be amended by a vote of sixty-seven percent (67%) of the total votes of the Members present in person or by proxy, entitled to vote at a meeting duly called for such purpose, at which a quorum is present, written notice of which is mailed to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting, setting forth the purpose of the meeting, together with the written approval by the mortgagees holding at least fifty one percent (51%) of the outstanding mortgages on the Lots within the

Properties. Notwithstanding the foregoing, in the event the Board of Directors desires to amend these By-Laws (i) to correct a technical or typographical error or to clarify any provisions herein which are otherwise vague, or (ii) for the sole purpose of causing the Declaration or these By-Laws to comply with form and substance as may be required by either the Federal Housing Authority (FHA) or the Veterans Administration (VA) to enable the sales of Lots from the Properties to qualify for the insurance by either such agency of end mortgage loans made to Owners of such Lots, or as may be required to conform to the published manuals or guidelines of any governmental, quasi-governmental or private agency engaged in the business of the purchase of mortgage loans, including, but not limited to Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA) for the purchase of end mortgage loans made on Lots, or (iii) for the sole purpose of causing the Declaration or these By-Laws to comply with all applicable laws, it may do so by the vote of a majority of the directors at a meeting duly called at which a quorum is present, without the consent of Members, mortgagees, the FHA or the VA, but shall serve notice of any such amendment upon all members, the VA, the FHA and all mortgagees of Lots who have requested the same in writing. The failure to give such notice shall not affect the validity or effectiveness of such amendment.

ARTICLE XIV

CONTROLLING PROVISION

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

ARTICLE XV

MISCELLANEOUS

SECTION 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

SECTION 2. Resale of Lots. In the event of any resale of a Lot in the Association by a member or Owner, the Board shall make available for inspection to the prospective purchaser, upon demand, the following:

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

(2) A statement of any liens, including a statement of the account of the Lott 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 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 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 30 days after receiving a written request for such information.

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

SECTION 3. Use of Technology. (a) Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under the Declaration, Bylaws, rules and regulations or other instrument of the Association, or any provision of the Act, may be accomplished using the technology generally available at that time, except where provided otherwise in the Declaration or Bylaw or other Association instrument.

(b) The Association, the Owners, and other persons entitled to occupy a unit may perform any obligation or exercise any right under the Declaration, Bylaws, rules and regulations, and a any Association instrument or any provision of the Act by use of any technological means that provides sufficient security, reliability, identification, and verifiability.

(c) A verifiable electronic signature satisfies any requirement for a signature under any Association instrument or any provision of the Act.

(d) Voting on, consent to, and approval of any matter under the Declaration, Bylaws, rules and regulations or any other Association instrument or any provision of the Act may be

accomplished by electronic transmission or other equivalent 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.

(e) Subject to other provisions of law, no action required or permitted by the Declaration, Bylaws, rules and regulations, or other Association instrument or any provision of the Act need be acknowledged before a notary public if the identity and signature of the person can otherwise be authenticated to the satisfaction of the Board of Directors.

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

IN WITNESS WHEREOF, the undersigned, being at least a majority of the members of the Board of Directors of Charter Hall Homeowner's Association, have hereby adopted and executed this instrument on this the 13 day of APRIL, 2015.

David Hamill

Tatiana Mbulizi

[Signature]

Diane Stoddard

Abnah Deff

CERTIFICATION OF SECRETARY

I certify that I am the Secretary of the Board of Directors of the Charter Hall Homeowners Association, and further certify that the foregoing Amended and Restated Declaration of Covenants, and Amended and Restated By-Laws, and each of them, were approved by a majority of the directors of Charter Hall Homeowners Association, at a duly and properly called meeting of the Board of Directors, with quorum present, on October 7, 2015, 2015, and that each of the foregoing contains the signatures of said directors.

IN WITNESS WHEREOF, I have sent my hand and seal as the Secretary of this Association on this 13 day of April, 2016.

Debrah Duffy

SUBSCRIBED AND SWORN to before me
this 13th day of April, 2016

Sandra T Kahn

NOTARY PUBLIC



**EXHIBIT A TO
CHARTER HALL AMENDED AND RESTATED DECLARATION
OF COVENANTS CONDITIONS AND RESTRICTIONS**

Legal Description

Lots 1 through 49, and Outlots 50, 51, 52, and 54 to 60, both inclusive, in Charter Hall, being a Subdivision of part of the East Half of the Northwest Quarter of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded August 17, 1992, as Document No. 92609606 in Cook County, Illinois.

All lots located on North Charter Hall Drive, Palatine, IL 60067

Address	P.I.N.	Address	P.I.N.
612 Charter Hall	02-15-113-001	727 M.Charter Hall	02-15-114-001
616 Charter Hall	02-15-113-002	723 Charter Hall	02-15-114-002
620 Charter Hall	02-15-113-003	719 Charter Hall	02-15-114-003
624 Charter Hall	02-15-113-004	715 Charter Hall	02-15-114-004
628 Charter Hall	02-15-113-005	701 Charter Hall (Outlot)	02-15-114-005
632 Charter Hall	02-15-113-006	699 Charter Hall	02-15-114-006
646 Charter Hall	02-15-113-007	695 Charter Hall	02-15-114-007
652 Charter Hall	02-15-113-008	691 Charter Hall	02-15-114-008
654 Charter Hall	02-15-113-009	687 Charter Hall	02-15-114-009
658 Charter Hall	02-15-113-010	683 Charter Hall	02-15-114-010
662 Charter Hall	02-15-113-011	679 Charter Hall	02-15-114-011
668 Charter Hall	02-15-113-012	667 Charter Hall	02-15-114-012
682 Charter Hall	02-15-113-013	663 Charter Hall	02-15-114-013
686 Charter Hall	02-15-113-014	659 Charter Hall	02-15-114-014
690 Charter Hall	02-15-113-015	655 Charter Hall	02-15-114-015
694 Charter Hall	02-15-113-016	647 Charter Hall	02-15-114-016
698 Charter Hall	02-15-113-017	643 Charter Hall	02-15-114-017
710 Charter Hall (Outlot)	02-15-113-018	639 Charter Hall	02-15-114-018
724 Charter Hall	02-15-113-019	635 Charter Hall	02-15-114-019
726 Charter Hall	02-15-113-020	631 Charter Hall	02-15-114-020
728 Charter Hall	02-15-113-021	627 Charter Hall	02-15-114-021
730 Charter Hall	02-15-113-022	613 Charter Hall	02-15-114-022
720 Charter Hall (Outlot)	02-15-113-023	609 Charter Hall	02-15-114-023
698 Charter Hall (Outlot)	02-15-113-024	605 Charter Hall	02-15-114-024
632 Charter Hall (Outlot)	02-15-113-025	595 Charter Hall	02-15-114-025
612 Charter Hall (Outlot)	02-15-113-026	591 Charter Hall	02-15-114-026
		587 Charter Hall	02-15-113-027

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583 Charter Hall	02-15-113-028
579 Charter Hall	02-15-113-029
669 Charter Hall (Outlot)	02-15-113-030
647 Charter Hall (Outlot)	02-15-113-031
615 Charter Hall (Outlot)	02-15-113-032
598 Charter Hall (Outlot)	02-15-113-033

PREPARED BY AND RETURN TO:

Dickler, Kahn, Slowikowski & Zavell, Ltd.
85 W. Algonquin Road, Ste 420
Arlington Heights, Illinois 60005