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THE AMENDED DECLARATION
OF COVENANTS FOR
EUCLID LAKE VILLAS
HOMEOWNERS ASSOCIATION

An Illinois Not-For-Profit Corporation

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SECOND AMENDMENT TO DECLARATION OF COVENANTS FOR
EUCLID LAKE VILLAS HOMEOWNERS ASSOCIATION,
AN ILLINOIS NOT-FOR-PROFIT CORPORATION
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS
OF COOK COUNTY, ILLINOIS ON MARCH 22, 1962
AS DOCUMENT NO. 18430062 AND AMENDED ON AUGUST 10, 1989
AS DOCUMENT NO. 89370384

RECITALS

THIS SECOND AMENDMENT to the Declaration of Covenants is made and entered into this ____ day of _____, 19__ by the Board of Directors of the Euclid Lake Villas Homeowners Association, an Illinois not-for-profit corporation, is the second amendment to the Declaration of Covenants for Euclid Lake Villas Homeowners Association (hereinafter referred to as "Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 18430062 on March 22, 1962 and amended on August 10, 1989 as Document Number 89370384.

WITNESSETH:

WHEREAS, the Board of Directors of the Euclid Lake Villas Homeowners Association (hereinafter referred to as the "Association") deem it advisable and necessary for the protection of the current and future owners of part of parts of said property to amend the Declaration of Covenants as set forth below, said amendments to be covenants running with the land binding upon all grantees, subsequent grantees and their heirs, successors and/or assigns in title or interest; and

WHEREAS, said instrument has been adopted by more than a majority of the Board of Directors via resolution.

WHEREAS, Euclid Lake Villas Homeowners Association is an Illinois not-for-profit corporation, organized and operating for the purpose of administering and maintaining the common areas for the property known as Euclid Lake Villas and the purpose and intent of the Initial Declaration of Covenants and the first amendment was and is effectuated by this amendment in that the purpose herein is to provide a common plan and uniform scheme for the Euclid Lake Villas Homeowners Association, to insure and to protect the common areas and maintain the quality of life for existing and future owners therein; and

WHEREAS, Section 2 of the initial Declaration of Covenants provides that the Developer, J. M. Brickman Mid-West Corp. has declared that "(2) The owner or owners of each townhouse shall be responsible for the maintenance, repair or replacement of that portion of the common roof and gutter system as is located or installed upon or attached to such town houses."; and

WHEREAS, the Board of Directors of Euclid Lake Villas Homeowners Association, an Illinois not-for-profit corporation, is the assignee of J. M. Brickman Mid-West Corp. and all right and privileges under the Declaration; and

WHEREAS, on August 10, 1989, the Declaration was subscribed to and amended by all of the members of the Euclid Lake Villas Homeowners Association. Said amendment provided that 2/3rds of the members of the Association and a majority of the Board of Directors shall have the right to amend this Declaration of Covenants at any time hereafter by recording in the Recorder's Office of Cook County, Illinois an instrument of amendment, and therefore said right currently lies with the duly elected Board of Directors of Euclid Lake Villas Homeowners Association and the members of the Association.

NOW, THEREFORE, the Euclid Lake Villas Homeowners Association for the purposes set forth above, hereby declares that the Declaration of Covenants be and the same hereby is amended and restated in its entirety, as follows.

ARTICLE I Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 ASSOCIATION: Euclid Lake Villas Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns, created by the initial Declaration of Covenants, recorded in the Office of the Recorder of Deeds of Cook County as Document No. 18430062 on March 22, 1962 and amended by Amendment to Declaration on August 10, 1989 as Document No. 89370384.

1.02 ASSOCIATION BOARD: The board of directors of the Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article V.

1.03 BY-LAWS: The By-Laws of the Association.

1.04 CHARGES: The Common Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.

1.05 COMMON AREA: Those portions of the Premises which are described and designated as "Common Area" in Exhibit A hereto, as Exhibit A may be amended or supplemented from time to time, together with all improvements thereon and rights appurtenant thereto. The Common Area shall generally include the parking lots, open

space, access strips, walks and green areas, and shall not include any dwellings, buildings or their respective lots.

1.06 COMMON ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Common Expenses and accumulate reserves for such expenses, as more fully described in Section 6.02 and 6.09.

1.07 COMMON EXPENSES: The expenses of administration (including management, security, and professional services), maintenance, operation, repair, and replacement of the Common Area; the cost of insurance, real estate taxes and assessments, water, waste removal, electricity, telephone and other necessary utility expenses for the Common Area; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the operation of the Common Area; any expenses designated as Common Expenses by this Declaration; and any other expenses law fully incurred by the Association for the common benefit of all of the Owners.

1.08 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.09 DEVELOPER: J. M. Brickman Mid-West Corp.

1.10 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto.

1.11 FAMILY: One or more persons each related to the other by blood, marriage, or law, and including foster children, together with such relatives' respective spouses, who are living together, and up to and including three persons not so related, provided, that such persons maintain a common household.

1.12 MORTGAGEE: The holder of a bona fide first mortgage or first trust deed secured by a Residence.

1.13 NON-OWNER: A person other than an Owner or a Resident.

1.14 OWNER: A Record owner, whether one or more persons, of fee simple title to any Residence, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.15 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.16 PREMISES: That portion of the Development Area which is described in Exhibit A hereto.

1.17 RECORD: To record in the office of the Recorder of Deeds of Cook County, Illinois.

1.18 RESIDENCE: A residential dwelling unit located on a portion of the Premises which is described and designated as a Dwelling or Residence.

1.19 RESIDENT: An individual who resides in a Residence and who is either the Owner, a tenant of the Owner, a contract purchaser of the Residence, or a member of the Family of any such Owner, tenant or contract purchaser.

ARTICLE II Scope of Declaration

2.01 CONVEYANCES SUBJECT TO DECLARATION: All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in any part of the Premises. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

2.02 DURATION: Except as otherwise specifically provided herein, the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land and shall herein be extended for a period of forty (40) years from the date of Recording of this Amendment to Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by not less than two thirds (2/3) of the then Owners.

ARTICLE III The Common Area

3.01 OWNERSHIP: The Common Area has been conveyed to the Association by the Developer free and clear of any liens, judgments, mortgages or trust deeds whatsoever at the time of such conveyance. The Association shall continue to be responsible for the payment of any and all Common Expenses in connection with the Common Area, including, without limitation, all general and special real estate taxes and assessments and all property damage and public liability insurance premiums.

3.02 ACCESS EASEMENT: Each Owner shall have a non-exclusive perpetual easement for ingress to and egress from his Residence (and to and from any open parking space used exclusively by him) to public streets and roads over and across the Common Area, which easement shall run with the land, be appurtenant to and pass with the title to every Residence. The County of Cook and the Village of Mt. Prospect shall have a non-exclusive easement of access over the Common Area for police, fire, ambulance, waste removal, snow removal and other vehicles under the control of the County of Cook and the Village of Mt. Prospect for the purpose of furnishing municipal or emergency services to the Premises. Each Owner shall have the exclusive right and easement to park automobiles in the designated parking area provided that such use shall not interfere with the right of access of other Owners, subject to the rules and regulations of the Association.

3.03 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Common Area. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Residence, subject to and governed by the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association. Non-Owners may use and enjoy facilities located on the Common Area only to the extent permitted under rules and regulations adopted by the Association and such rules and regulations may require that any such individual be a guest of a Resident who has the right to use such facility.

3.04 DELEGATION OF USE: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Common Area to Residents of his Residence. An Owner shall delegate such rights to tenants and contract purchasers of the Residence who are Residents. An Owner who is not a Resident of his Residence may only use and enjoy the Common Area as permitted under rules and regulations adopted by the Association.

3.05 RULES AND REGULATIONS: The use and enjoyment of the Common Area shall at all times be subject to reasonable rules and regulations duly adopted by the Association.

3.06 SUSPENSION OF RIGHTS: Upon the giving of written notice thereof to a Resident, the Association Board or its authorized committee may, in addition to any remedies it may have hereunder, suspend the right of such Resident to use any common facilities or to vote in any Association election or referendum as follows:

- (a) For so long as any assessment, late fee or fine against such Resident's Residence remains unpaid, plus a reasonable time thereafter as determined by the Association Board; or

(b) For so long as such Resident shall be and shall continue to be in violation of any provision of this Declaration, the By-Laws or the rules and regulations hereunder, or

(c) For a reasonable period for any infraction of any provision of this Declaration, the By-Laws or the rules and regulations hereunder.

Any such notice shall state the reason for the suspension. Any Resident who receives such notice may appear at a hearing before the Association Board or its authorized committee. At such hearing a member of the Association Board shall present to the Resident the grounds for the suspension notice and the Resident shall have an opportunity to challenge such grounds and to present any evidence on his behalf subject to such reasonable rules of procedure as may be established by the Association Board or its authorized committee, which rules shall adhere to the generally accepted standards of due process. If the Resident is found guilty after a hearing, his suspension shall not become effective until notice of the decision of the Association Board or its authorized committee confirming the suspension and the terms thereof has been given to the Resident. The decision of the Association Board or its authorized committee shall be final and binding.

3.07 UTILITY EASEMENTS: Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public and private utilities serving the Premises, including any cable television service, are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Area for the purpose of providing services to the Premises or any other portion of the Development Area.

3.08 MAINTENANCE, REPAIRS AND REPLACEMENTS: Maintenance, repairs and replacements of the Common Area shall be furnished by the Association. The cost of the maintenance, repairs and replacement of the Common Area shall be Common Expenses. In the event that any of the improvements to the Common Area are damaged and such damage is covered by insurance covered by the Association under Section 3.12(a), then unless a resolution to the contrary is adopted by the affirmative vote of at least seventy-five percent (75%) of the Owners attending a special or annual meeting where such item is voted upon, the damaged improvements shall be repaired, replaced or reconstructed and the insurance proceeds shall be used first to pay the cost thereof, and any excess shall be used to pay the Common Expenses.

3.09 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of Residence, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Residence, damage shall be caused to the Common Area and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Common Expense, then the Owner of the Residence shall pay for such damage and such main-

tenance, repairs and replacements, as may be determined by the Association Board, to the extent not covered by insurance carried by the Association.

3.10 ALTERATIONS, ADDITIONS OR IMPROVEMENTS: No alterations, additions or improvements shall be made to the Common Area without the prior approval of the Association Board. The Association may cause alterations, additions or improvements to be made to the Common Area, and the cost thereof shall be paid from special assessment, as more fully described in Section 6.05; except, that, any such alteration, addition or improvement which shall cost more than Three Hundred Dollars (\$300) multiplied by the number of Residences subject to this Declaration shall be approved in advance at a special meeting of the Owners.

3.11 INSURANCE:

(a) The Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements to the Common Area (based on current replacement cost for the full insurable replacement value) of such improvements.

(b) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers' compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Trustee, the managing agent, and their respective employees and agents, from liability resulting from an occurrence on or in connection with, the Common Area. The Association Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.05. Such insurance coverage shall include cross liability claims of one or more insured parties.

(c) Fidelity bonds indemnifying the Association, the Association Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association shall be obtained by the Association in such amounts as the Association Board shall deem desirable.

(d) The premiums for any insurance obtained under this Section shall be Common Expenses.

3.12 NO DEDICATION TO PUBLIC USE: Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

3.13 COMMON AREA RESTRICTION: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Premises nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part thereof, except as permitted by the Association Board.

3.14 OBSTRUCTIONS: Except as permitted herein, there shall be no obstruction of the Common Area, and nothing shall be stored in the Common Area without the prior consent of the Association Board.

3.15 PROSCRIBED ACTIVITIES: No noxious or offensive activity shall be carried on in the Common Area nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

3.16 STRUCTURAL IMPAIRMENT:

(a) All construction on lots or part of lots shall be single-family residences. All additions, improvements or modifications of Residences on lots are subject to Section 4.01 herein.

(b) There shall be no temporary construction or movable structure placed upon any property contained in the subdivision.

(c) There shall be no permanent or temporary fences of any kind or nature without the express written consent of the Board of Directors. Shrubbery or landscaping of lot lines is permitted. The primary purpose and intent of said restriction is to insure the open, unobstructed character and nature of frontage property and the areas immediately adjacent to the streets within the subdivision.

3.17 NO UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Common Area. The Common Area and Residences shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Association Board.

3.18 USE OF GLASS RECEPTACLES: No glass receptacles shall be used on or over all common areas.

3.19 SERVICES TO RESIDENCES: With respect to property or improvements on the Common Area; the Association shall not be required to furnish any services other than those which it normally furnishes with respect to the Common Area. The cost of any such services requested by a Resident shall be paid by the Resident and shall be determined by an allocation of expenses made by the Association Board based on generally accepted accounting principles, and any allocation so made shall be final and binding.

ARTICLE IV Architectural Control

4.01 OVERALL CONTROL: The Association Board, or a duly authorized committee thereof created pursuant to the By-Laws, shall have the right and power from time to time to adopt reasonable rules and regulations governing the architectural design and exterior finish of all structures or improvements from time to time located on the Premises, including, without limitation, all improvements located on the Common Area.

ARTICLE V The Association

5.01 IN GENERAL: The Association has been incorporated as a not-for-profit corporation under Illinois law. The Association shall be the governing body for all of the Owners for the administration and operation of the Common Area.

5.02 MEMBERSHIP:

(a) The Owners, collectively, of each Residence shall be a member of the Association. There shall be one membership per Residence. Membership shall be appurtenant to and may not be separated from ownership of a Residence. Ownership of a Residence shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Residence within ten (10) days after such change.

(b) One Individual shall be designated as the "Voting Member" for each Residence. The Voting Members or their proxies shall be the individuals who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Residence shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Members for the Residence shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner(s) of the Residence as the Voting Members for such Residence. In the event of a contract sale, the contract

purchaser may be the Voting Member upon the written consent of the contract seller.

5.03 ASSOCIATION BOARD: The Association Board shall consist of three (3) persons, each of whom shall be a Voting Member under Section 5.02 and the Association Board shall be elected at-large by the Owners at annual meetings of the Owners as provided in the By-Laws.

5.04 ACTION BY OWNERS: All of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member shall have one (1) vote. Any action may be taken by the Owners at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority of the Voting Members present at such meeting.

5.05 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor the officers of the Association shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Association Board, there is not reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such director or officer.

ARTICLE VI

Association Assessments

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of members of the Association, to administer the affairs of the Association, to pay the Common Expenses, and to accumulate reserves for any such expenses.

6.02 COMMON ASSESSMENT: Each year, on or before December 1st, the Association Board shall adopt and furnish each Resident and/or each Owner with a budget for the ensuing calendar year which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Common Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Common Expenses, including, without limitation, amounts to maintain the Capital Reserve;
- (c) The estimated net available cash receipts from the operation and use of the Common Area, plus estimated excess funds, if any, from the current year's assessments;
- (d) The amount of the "Common Assessment," which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above;
- (e) The "Total Residence Assessment Months," which is hereby defined as the sum of the number of annual assessments which the Association Board estimates shall be payable with respect to Residences during the ensuing year;
- (f) That portion of the Common Assessment which shall be payable each year by the Owner of each Residence which is subject to assessment hereunder, which shall be equal to the Common Assessment divided by the Total Residences Assessment Months.

6.03 PAYMENT OF COMMON ASSESSMENT: On or before April 1st of the ensuing year, until the effective date of the next annual or revised Common Assessment, each Owner of a residence which is subject to assessment shall pay directly to the Association that portion of the Common Assessment which is payable by each Owner of a Residence under Section 6.02(f).

6.04 REVISED ASSESSMENT: If the Common Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Association Board may increase or decrease the assessment payable under Section 6.02(f) by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: The Association Board may levy a special assessment as provided in this Section to pay (or build up reserves to pay) expenses other than

Common Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose, including, without limitation, to make alterations, additions or improvements to the Common Area, or any other property owned or maintained by the Association. Any special assessment shall be levied against all of the Owners, share and share alike. If during any calendar year a proposed expense which is to be paid from a special assessment levied against all the Owners and which, when added to other expenses, if any, which are to be paid from special assessments levied against the Owners during such year results in a sum which exceeds one-third (1/3) of the current Common Assessment, then such expense shall not be incurred without the affirmative vote of at least two-thirds (2/3) of the Owners who cast their vote on the question. The Association Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefore in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Association Board. Any assessments collected pursuant to this Section shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL AND CONTINGENCY RESERVES: The Association may segregate and maintain special reserve accounts to be used solely for making capital expenditures and contingencies in connection with the Common Area. The Association Board shall determine the appropriate level of the Reserve based on a periodic review of the useful life of any improvements to the Common Area and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Common Area and the purchase of other property to be used by the Association in connection with its duties hereunder or such other extraordinary operating expenses not previously budgeted. Each budget shall disclose that percentage of the Common Assessment which shall be added to the Reserve and each Owner shall be deemed to make a capital contribution to the Association equal to such percentages multiplied by each installment of the Common Assessment paid by such Owner.

6.07 PAYMENT OF ASSESSMENTS: Assessments levied by the Association shall be collected from each Owner and shall be a lien on the Owner's Residence and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article VII.

ARTICLE VII Collection of Charges

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Trustee for each Residence hereby covenants, and each Owner of a Residence by acceptance of a deed therefore (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner on the Owner's Residence. Each Charge, together with interest thereon and reasonable costs of collection, including late fees, and

legal fees, if any, as hereinafter provided, shall be a continuing lien upon the Residence against which such Charge is made and also shall be the personal obligation of the Owner of the Residence at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the highest legal contract rate of interest then permitted in Illinois from the due date to the date when paid and the Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), (ii) enforce and foreclose any lien which it has or which may exist for its benefit, and (iii) serve the Owner with a notice to terminate his right of possession and file an action pursuant to Article IX of the Illinois Code of Civil Procedure, Ch. 110, Illinois Revised Statutes, Section 9-101 et. seq. entitled Forcible Entry and Detainer. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Common Area, by abandonment or transfer of his Residence, or during any period of suspension under Section 3.06.

7.03 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the Mortgagee's mortgage on the Residence which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Residence. Where title to a Residence is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by a deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title or Decree of Foreclosure, whichever shall occur first. However, the transferee of the Residence shall be personally liable for his share of the Charges with respect to which a lien against his Residence has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Common Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Residence, as provided in this Article.

7.04 ABATEMENT AND ENJOINMENT: The violation of any restriction, or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section:

- (a) to enter upon that part of the property where such violation or breach exists and summarily abate and remove, at the expenses of the defaulting

unit owner, any structure, thing, or condition that may exist thereon contrary to the intent and the provisions hereof, and the trustee, the developer, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

(b) to enjoin, abate, or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorney's fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of seven percent (7%) per annum until paid, shall be charged to and assessed against such defaulting unit owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the unit ownership of such defaulting unit owner and upon all of his additions and improvements thereto and upon all his personal property in his unit or located elsewhere on the property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

ARTICLE VIII Easement for Encroachment

8.01 EASEMENT FOR ENCROACHMENT: If by any reason of the design, construction, reconstruction, settlement or shifting of any building or other improvement located on the Premises;

(a) A Dwelling Unit or any structure containing one or more Dwelling Units shall encroach upon another Dwelling Unit or upon the Common Area;

(b) Improvements to the Common Area shall encroach upon a Dwelling Unit or the common elements of a condominium;

then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof. The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

ARTICLE IX
Amendment

9.01 AMENDMENT: The provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by an instrument executed by not less than a majority of the Board of Directors and 2/3rds of the voting members. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Residence shall no longer have the legal access to a public way from his Residence. No amendment shall become effective until properly Recorded.

ARTICLE X
Miscellaneous

10.01 ENFORCEMENT: Enforcement of any of the provisions contained in this Declaration or any rules and regulations adopted hereunder may be by proceeding at law or in equity by the Association, the County of Cook, the Village of Mt. Prospect, or any aggrieved person against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable or to recover damages, and against the land to enforce any lien created hereunder; and failure by the Association, the County of Cook or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

10.02 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent when (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing, or (II) when delivered personally to his Residence.

10.03 CAPTIONS: The Article and paragraph headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of the Declaration shall govern.

10.04 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

10.05 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory

provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George Bush, President of the United States.

10.06 TITLE HOLDING LAND TRUST: In the event title to any Residence is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Residence remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Residence. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Residence and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Residence.

IN WITNESS WHEREOF, the said Association has caused its corporate seal to be affixed hereunto and has caused its name to be signed by these presents by its President and attested by its Secretary this 31ST day of MAY, 1990.

EUCLID LAKE VILLAS HOMEOWNERS
ASSOCIATION, an Illinois not-for-profit
corporation

By: [Signature]
Its President

ATTEST:

By: [Signature]
Its Secretary

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 to 7 inclusive and Outlot "A" in Brickman Manor First Addition Unit No. 1, being a subdivision of part of the East half of the Southeast Quarter of Section 27, and part of the West half of the West half of the Southwest Quarter of Section 26, all in Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

**PETITION TO ADOPT THE SECOND AMENDMENT TO THE
DECLARATION FOR EUCLID LAKE VILLAS HOMEOWNERS ASSOCIATION
AND TO ADOPT BY-LAWS**

The undersigned owners of record of the designated unit at Euclid Lake Villas Homeowners Association, by affixing my/our signature(s) hereto, do hereby authorize the Board of Directors to adopt the second amendment to the Declaration and adopt the By-Laws, as attached to this petition.

NAME	ADDRESS	OWNER OF UNIT(S) NO.
1. John D. C.	1222 Wheeling Road	1222
2. MANU ANTHONY P. PATE	1286 WHEELING ROAD	1286
3. Jim & Susan Carter	1266 Wheeling Road	1266
4. Leslie Schaefer	1274 Wheeling Rd.	1274
5. Will Rosado		1252
6. Manu Pansoz Korder		1208
7. PETER KANDALEPPA		1226
8. Ruth Billings		1200
9. Walter & Rhonda Labra	1268 Wheeling Rd.	1268
10. MANU PATEL		1298
11. K. S. THAKUR		1264
12. Linda Herzog		1252
13. Manu Pansoz Korder		1252
14. Fama Pansoz		1272
15. Fama Pansoz		1232
16. Ed		1270
17. J. S. Mahley		1284
18. Pansoz Pansoz		1294
19. Pansoz		1290
20. W. Jansoy		1262
21. P. Charon		1220
22. Jane Korder		1250
23. Pansoz Korder Pansoz		1208
24. Pet Kandaleppa	PETER KANDALEPPA	1226
25. Manu Pansoz		1236

- 26 Vinod Handki 1238 Wheeling Rd.
- 27 SANDRA COLIN 1224 Wheeling rd.
- 28 Vishnu J. Patel
29. Nalgindees Thukkup 1246
- 30 Rosemarie Hippelico 1776 Wheeling
31. Anis O. Fagan 1234
- 32 Rosemarie Gela Cruz 1282
33. Robert Bacco 1232 Wheeling
- 34.
- 35.
- 36.
- 37.



McGill Management, Inc.

A Property Management Company
1314 North Rand Road
Arlington Heights, Illinois 60004
Phone 847/259-1331 Fax 847/259-6862
McHenry/Crystal Lake 815/363-1331
www.mcgillmanagement.com

February 22, 2004

Dear Homeowners,

During past meetings in the year 2003, several homeowners have voiced their concerns and disappointments regarding the behavior of the occupants of a majority of rental properties ranging from: (i.e. garbage littered in the backyards, constant disobedience of parking lot rules, noise, inappropriate and indecent behavior, lack of common courtesy and respect...) and most landlords' failure to keep these problems in check and failure of most landlords to follow and adhere to the Rules & Regulations of the Association.

In the last quarter of 2003, a majority of homeowners have passed and signed a petition agreeing to reform, amend and pass by 2/3 majority the amendment to the declaration of covenants of Euclid Lake Villas HOA to allow current leases to run to their expiration and **not allow** any renewal or new leases to be created.

This means that there will be **NO RENTAL** properties anymore at Euclid Lake Villas HOA as soon as the last current and existing lease contract expires.

The amendment was passed, finalized and filed at the office of the: **Cook County Recorder of Deeds on November 12, 2003, 10:39 a.m. Document #:0331632023.**

Please be aware that the Amendment is final, legal and recorded and has been in effect as of the recording date.

Sincerely,

Euclid Lake Villas Board of Directors

COPY



Doc#: 0331632023
Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 11/12/2008 10:39 AM Pg: 0

**FIRST
AMENDMENT TO
THE AMENDED
DECLARATION OF
COVENANTS FOR
EUCLID LAKE
VILLAS
HOMEOWNERS
ASSOCIATION**

For Use By Recorder's Office Only

This document is an Amendment to that certain Declaration of Covenants for the Euclid Lake Villas Homeowners Association (hereinafter referred to as "Declaration"), recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 90280516 on June 13, 1990.

This Amendment is adopted pursuant to the provisions of Article IX, Section 9.01 of the aforesaid Declaration. Said section provides that the Declaration may be amended by an instrument executed by a majority of the Board of Directors and at least 2/3rds of the voting members. Any amendment must be recorded with the Cook County Recorder of Deeds.

WITNESSETH:

WHEREAS, the Euclid Lake Villas Homeowners Association (hereinafter referred to as "Association") is the assignee of the developer's rights as set forth and described in the Declaration; and

WHEREAS, said instrument has been approved by at least a majority of the Board of Directors; and

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

JORDAN I. SHIFRIN, Esq.
Kovitz Shifrin Nesbit
750 Lake Cook Road, #350
Buffalo Grove, IL 60089 -
847.777.7241

WHEREAS, said instrument has been approved by at least 2/3rds of the Owners.

NOW, THEREFORE, the Declaration of Covenants for the Euclid Lake Villas Homeowners Association is hereby amended in accordance with

the text which follows (Additions in text are indicated by a double underline; deletions by ~~strike outs~~):

1. The Declaration is hereby amended by adding Article XI as follows:

ARTICLE XI

Leasing of Dwellings

11.01 Notwithstanding any provisions of this Declaration to the contrary, rental or leasing of Dwelling Units is prohibited except as hereinafter provided:

(a) Those Units that are leased or otherwise non-owner occupied on the effective date of this Amendment may be leased until the expiration of the current lease. A copy of all current leases must be on file with the Board of Directors.

(b) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.

(c) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

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

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

(f) The Board of Directors of the Association shall have the right to lease any Association owned Dwelling Units or any Dwelling Unit of which the Association has possession, pursuant to any court order, and said Dwelling Units shall not be subject to this Amendment.

2. This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

3. Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration for the Euclid Lake Villas Homeowners Association shall remain in full force and effect in accordance with its terms.

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 to 7 inclusive and Outlot "A" in Brickman Manor First Addition Unit No. 1, being a subdivision of part of the East half of the Southeast Quarter of Section 27, and part of the West half of the West half of the Southwest Quarter of Section 26, all in Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

All situated in the Village of Mount Prospect, County of Cook, and more commonly known as follows:


<u>Address</u>	<u>Permanent Index Number</u>
1280 N. Wheeling Road	03-27-402-010
1282 N. Wheeling Road	03-27-402-011
1284 N. Wheeling Road	03-27-402-012
1286 N. Wheeling Road	03-27-402-013
1288 N. Wheeling Road	03-27-402-014
1290 N. Wheeling Road	03-27-402-015
1292 N. Wheeling Road	03-27-402-016
1294 N. Wheeling Road	03-27-402-017
1296 N. Wheeling Road	03-27-402-018
1298 N. Wheeling Road	03-27-402-019
1270 N. Wheeling Road	03-27-402-020
1272 N. Wheeling Road	03-27-402-021
1274 N. Wheeling Road	03-27-402-022
1276 N. Wheeling Road	03-27-402-023
1250 N. Wheeling Road	03-27-402-024
1252 N. Wheeling Road	03-27-402-025
1254 N. Wheeling Road	03-27-402-026
1256 N. Wheeling Road	03-27-402-027
1258 N. Wheeling Road	03-27-402-028
1260 N. Wheeling Road	03-27-402-029
1262 N. Wheeling Road	03-27-402-030
1264 N. Wheeling Road	03-27-402-031
1266 N. Wheeling Road	03-27-402-032
1268 N. Wheeling Road	03-27-402-033
1230 N. Wheeling Road	03-27-402-034
1232 N. Wheeling Road	03-27-402-035
1234 N. Wheeling Road	03-27-402-036
1236 N. Wheeling Road	03-27-402-037
1238 N. Wheeling Road	03-27-402-038
1240 N. Wheeling Road	03-27-402-039
1242 N. Wheeling Road	03-27-402-040

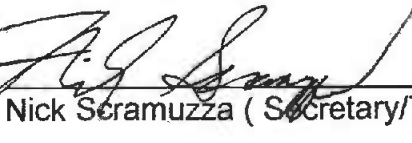
<u>Address</u>	<u>Permanent Index Number</u>
1244 N. Wheeling Road	03-27-402-041
1246 N. Wheeling Road	03-27-402-042
1248 N. Wheeling Road	03-27-402-043
1220 N. Wheeling Road	03-27-402-044
1222 N. Wheeling Road	03-27-402-045
1224 N. Wheeling Road	03-27-402-046
1226 N. Wheeling Road	03-27-402-047
1200 N. Wheeling Road	03-27-402-048
1202 N. Wheeling Road	03-27-402-049
1204 N. Wheeling Road	03-27-402-050
1206 N. Wheeling Road	03-27-402-051
1208 N. Wheeling Road	03-27-402-053
1210 N. Wheeling Road	03-27-402-054
1212 N. Wheeling Road	03-27-402-055
1214 N. Wheeling Road	03-27-402-056
1216 N. Wheeling Road	03-27-402-057

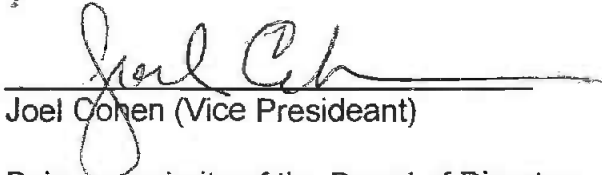
EXHIBIT B

APPROVAL BY BOARD OF DIRECTORS

We, the undersigned, are the members of the Board of Directors of the Euclid Lake Villas Homeowners Association, established by the aforesaid Declaration of Covenants. By our signatures below, we hereby consent to this First Amendment to the Amended Declaration of Covenants for the Euclid Lake Villas Homeowners Association. In witness whereof, we have signed this document and cast our votes in favor of this First Amendment at a duly called meeting of the Board of Directors on October 26, 2003


Mark Anthony M. Kare (President)


Nick Scramuzza (Secretary/Treasurer)


Joel Cohen (Vice Presideant)

Being a majority of the Board of Directors
of the Euclid Lake Villas Homeowners Association

PETITION TO APPROVE THE AMENDMENT TO THE DECLARATION OF COVENANTS FOR THE EUCLID LAKE VILLAS HOMEOWNERS ASSOCIATION

We, the undersigned owners, do hereby approve the Amendment to the Declaration of the Euclid Lake Villas Homeowners Association, regarding the leasing of units, as attached hereto.

	Name	Address
1.	<u><i>Mark Anthony M. Kane</i></u> (signature) MARK A. M. KANE (print name)	<u>1286</u> Wheeling Road, Mt. Prospect, IL Date: <u>OCT 20</u> , 2 <u>003</u>
2.	<u><i>Nick J. Scanzetta</i></u> (signature) NICK J. SCANZETTA (print name)	<u>1274</u> Wheeling Road, Mt. Prospect, IL Date: <u>10/20</u> , 2 <u>003</u>
3.	<u><i>Pamela Enarson</i></u> (signature) PAMELA ENARSON (print name)	<u>1290</u> Wheeling Road, Mt. Prospect, IL Date: <u>10/20/03</u> , 2 <u>003</u>
4.	<u><i>Joel Cohen</i></u> (signature) Joel Cohen (print name)	<u>1270</u> Wheeling Road, Mt. Prospect, IL Date: <u>10/20/03</u> , 2 <u>003</u>
5.	<u><i>Jose Montes</i></u> (signature) JOSE MONTES (print name)	<u>1258</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-20-03</u> , 2 <u>003</u>
6.	<u><i>Joseph Daniel</i></u> (signature) JOSEPH DANIEL (print name)	<u>1256</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-20</u> , 2 <u>003</u>
7.	<u><i>M. Istefanos</i></u> (signature) MUNEER ISTEEFANOS (print name)	<u>1252</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-20-03</u> , 2 <u>003</u>
8.	<u><i>Zoraida T. Berrios</i></u> (signature) ZORIDA T. BERRIOS (print name)	<u>1254</u> Wheeling Road, Mt. Prospect, IL Date: <u>10/20/03</u> , 2 <u>003</u>
9.	<u><i>Rosalie Bannock</i></u> (signature) ROSALIE BANNOCK (print name)	<u>1280</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-20-03</u> , 2 <u>003</u>

PETITION TO APPROVE THE AMENDMENT TO THE DECLARATION OF COVENANTS FOR THE EUCLID LAKE VILLAS HOMEOWNERS ASSOCIATION

We, the undersigned owners, do hereby approve the Amendment to the Declaration of the Euclid Lake Villas Homeowners Association, regarding the leasing of units, as attached hereto.

	Name	Address
10.	<u>[Signature]</u> (signature) <u>GERSAIN APTONIC</u> (print name)	<u>1276</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-20-2003</u>
11.	<u>[Signature]</u> (signature) <u>Leonilo Nisnise</u> (print name)	<u>1226</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-20-03</u> , 2
12.	<u>CHARLES AORANA</u> (signature) <u>Charles Aorana</u> (print name)	<u>1232</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-20-03</u> , 2
13.	<u>[Signature]</u> (signature) <u>ISAAC JOHNSON</u> (print name)	<u>1206</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-20-03</u> , 2
14.	<u>[Signature]</u> (signature) <u>ROHIT N. PATEL</u> (print name)	<u>1210</u> Wheeling Road, Mt. Prospect, IL Date: <u>10/20/03</u> , 2
15.	<u>[Signature]</u> (signature) <u>PRADIPAN CHA</u> (print name)	<u>1214</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-20-03</u> , 2
16.	<u>[Signature]</u> (signature) <u>PARESH A. PATEL</u> (print name)	<u>1208</u> Wheeling Road, Mt. Prospect, IL Date: <u>10/20/03</u> , 2
17.	<u>[Signature]</u> (signature) <u>Ramon Segura</u> (print name)	<u>1272n</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-20-03</u> , 2
18.	<u>[Signature]</u> (signature) <u>Palmes KARLOS</u> (print name)	<u>1208</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-21-03</u> , 2

PETITION TO APPROVE THE AMENDMENT TO THE DECLARATION OF COVENANTS FOR THE EUCLID LAKE VILLAS HOMEOWNERS ASSOCIATION

We, the undersigned owners, do hereby approve the Amendment to the Declaration of the Euclid Lake Villas Homeowners Association, regarding the leasing of units, as attached hereto.

	Name	Address
19.	<u>Piotr Kania</u> (signature) <u>PIOTR KANIA</u> (print name)	<u>1240</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-21</u> , 2003
20.	<u>Luis Garray</u> (signature) <u>LUIS Garray</u> (print name)	<u>1230</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-21</u> , 2003
21.	<u>Manuel Vera</u> (signature) <u>MANUEL VERA</u> (print name)	<u>1200</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-21-03</u> , 2
22.	<u>SERGIO LOPEZ</u> (signature) <u>SERGIO LOPEZ</u> (print name)	<u>1264</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-21-03</u> , 2003
23.	<u>ROKESH VADYA</u> (signature) <u>ROKESH B. VADYA</u> (print name)	<u>1246</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-21-03</u> , 2
24.	<u>Cheryl Anderson</u> (signature) <u>CHERYL ANDERSON</u> (print name)	<u>1296</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-22</u> , 2003
25.	<u>HARSHI PAREL</u> (signature) <u>HARSHI PAREL</u> (print name)	<u>1268N</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-22</u> , 2003
26.	<u>Jayesh Thakker</u> (signature) <u>JAYESH THAKKER</u> (print name)	<u>1290</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-21</u> , 2003
27.	<u>Mary Ann</u> (signature) <u>MARY ANN</u> (print name)	<u>1238</u> Wheeling Road, Mt. Prospect, IL Date: <u>10/22/03</u> , 2

10/22/03

PETITION TO APPROVE THE AMENDMENT TO THE DECLARATION OF COVENANTS FOR THE EUCLID LAKE VILLAS HOMEOWNERS ASSOCIATION

We, the undersigned owners, do hereby approve the Amendment to the Declaration of the Euclid Lake Villas Homeowners Association, regarding the leasing of units, as attached hereto.

	Name	Address
28.	<u>[Signature]</u> (signature) Luis Morales (print name)	<u>1294</u> Wheeling Road, Mt. Prospect, IL Date: <u>10/23/03</u> , 2 003
29.	<u>[Signature]</u> (signature) Gabriela Torres (print name)	<u>1222</u> Wheeling Road, Mt. Prospect, IL Date: <u>10/23/03</u> , 2
30.	<u>[Signature]</u> (signature) Lamberto Frigozzi (print name)	<u>1200</u> Wheeling Road, Mt. Prospect, IL Date: <u>10-23</u> , 2003
31.	<u>[Signature]</u> (signature) GG (print name)	<u>1212</u> Wheeling Road, Mt. Prospect, IL Date: <u>10/23/03</u> , 2
32.	<u>[Signature]</u> (signature) Suzanne Germa-Cady (print name)	<u>1236</u> Wheeling Road, Mt. Prospect, IL Date: <u>10/23/03</u> , 2
33.	_____ (signature) _____ (print name)	_____ Wheeling Road, Mt. Prospect, IL Date: _____, 2
34.	_____ (signature) _____ (print name)	_____ Wheeling Road, Mt. Prospect, IL Date: _____, 2
35.	_____ (signature) _____ (print name)	_____ Wheeling Road, Mt. Prospect, IL Date: _____, 2
36.	_____ (signature) _____ (print name)	_____ Wheeling Road, Mt. Prospect, IL Date: _____, 2

89-370284

AUG 1 9 1989

COPY

AMENDMENT TO DECLARATION
FILED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY
ON MARCH 22, 1962 AS DOCUMENT NUMBER 18430062

This Amendment to Declaration is made and entered into this 15th day of JULY, 1989, by the legal title holders for the following described real estate:

Lot 1 to 7 inclusive and Outlot "A" in Brickman Manor First Addition Unit No. 1, being a subdivision of part of the East half of the Southeast Quarter of Section 27, and part of the West half of the West half of the Southwest Quarter of Section 26, all in Township 42 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois.

This Amendment is intended to supplement the Declaration recorded in the Office of the Recorder of Deeds of Cook County as Document Number 18430062 on March 22, 1962.

WITNESSETH:

WHEREAS, certain parcels of real estate intended as dwelling sites, developed with "townhouse" type dwellings and appurtenant "parking parcels," were sold by the developer as single family private residences; and

WHEREAS, a certain Declaration was recorded, subjecting the individual parcels to the rights, easements, burdens, uses and privileges as set forth therein; and

WHEREAS, the successors to J. M. Brickman Mid-West Corp. ("Declarant"), the purchasers and record title owners of all dwellings are desirous of creating a homeowner's association to enforce the terms and conditions of the Declaration, as well as provide for essential services; and

WHEREAS, the successor to Declarant is desirous of creating a homeowner's association as a mechanism for the administration and maintenance of the "townhouse dwellings" and "parking parcels."

NOW, THEREFORE, the successor to Declarant for the purposes set forth below, does hereby declare that the Declaration be and is hereby amended as follows:

1. That the undersigned owners do hereby create the "EUCLID LAKE VILLAS HOMEOWNERS ASSOCIATION" to carry out the functions of administration and maintenance and all other legal purposes commonly associated with a common interest community. Each dwelling parcel owner shall be a member of the Association. An initial Board of Directors has been nominated and elected by the successor in interest to the Developer. This Board shall continue to operate in this capacity until its successors are elected and qualified under the By-Laws to be adopted.
2. That the Euclid Lake Villas Homeowners Association shall operate as an Illinois not-for-profit corporation and be subject to all of the terms and conditions of the Illinois General Not For Profit Corporation Act. Association, by and through a duly Board of Directors constituted, shall adopt By-Laws in accordance with this Act.
3. That in order to carry out the functions of the Association and continue providing essential services such as snow removal, refuse pickup, landscaping maintenance, etc., each year at least 30 days prior to the adoption thereof, the Association, by and through its duly elected Board of Directors shall prepare and distribute to all owners a detailed proposed annual budget, setting forth the total amount necessary to pay the costs of all wages, materials, insurance, services and supplies and all anticipated common expenses including reasonable reserves for contingencies. Any such assessments shall constitute a lien against the interest of any parcel owner separately assessed, which shall be subject to all collection remedies available under Illinois law for common interest communities.
4. The Association shall have and is hereby granted the power to amend, modify or otherwise alter this Declaration and each and all of the terms and provisions hereof by an action recommended by a majority of the Board of Directors and approved by the affirmative vote of 2/3rds of the members of the Association. Said amendment shall become effective on the date said instrument is filed in the Office of the Recorder of Deeds of Cook County, Illinois.
5. The Association, by and through its duly elected Board of Directors, shall have the right to adopt rules and regulations governing the operation, administration and maintenance of the "dwelling parcels," "parking parcels," the collection and spending of assessments and such other lawful purposes as the Board of Directors deems fit.

THIS AMENDMENT to Declaration is executed by each owner with full power and authority to execute this instrument.

IN WITNESS WHEREOF, the signatories have caused these presents to be signed by each record title owner this 1st day of JULY, 1989.

ATTEST:

By:  _____

PETITION TO APPROVE AMENDING THE DECLARATION
 FILED IN THE OFFICE OF THE
 RECORDER OF DEEDS OF COOK COUNTY
 ON MARCH 22, 1962 AS DOCUMENT NO. 18430062

We, the undersigned, do hereby agree and acknowledge to submit his/her/their lot and dwelling unit to the terms and conditions of the attached Amendment to Declaration. The undersigned do hereby agree that they and on behalf of their agents, employees, heirs, successors in interest and assigns, shall be bound by same.

NAME	ADDRESS	OWNER OF UNIT(S) NO.
THATTA	1222 Wheeling	
James E. + Susan C. Fortner	1266 Wheeling	
Rhonda + Walter Labrad	1268 N. Wheeling Rd.	
Cheryl + Kurt Maas	1296 N. Wheeling Rd.	
Corina + Jim Bregianos	1294 N. Wheeling Rd.	
John + Bob Pearson	1290 Wheeling Rd.	
MARK ANTHONY M-FARRE	1286 WHEELING RD.	
Alegario Bonifaz		
Leslie + Ted Sprague	1274 WHEELING RD	
S Mehta	1284 N. Wheeling rd	MT Prospect
Dick + Rose DeLa Cruz	1282 N. Wheeling Rd.	
Josevic Aparicio	1276 N. WHEELING RD	
Ramon Peguera	1272 wheeling rd	
Mrs E. Mae Williams	Rosado 1252 Wheeling Rd	MT. Prospect
Jesse + Hespera	1250 WHEELING RD	
Barbara Kloss	1256 Wheeling Rd	MT. PROSPECT. 60056
K. S. THAKKAR	1264 WHEELING ROAD	MT. PROSPECT. IL 60056
Quadrupel + Herlinda Longley	1260 N. WHEELING RD	MT. PROSPECT
Ashah	1292 wheeling Rd.	MT Prospect
Ill 600 56		

1206 Peter Mungwa wheeling Patel. 392-9343

PETITION TO APPROVE AMENDING THE DECLARATION
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1224
Vacant

We, the undersigned, do hereby agree and acknowledge to submit his/her/their lot and dwelling unit to the terms and conditions of the attached Amendment to Declaration. The undersigned do hereby agree that they and on behalf of their agents, employees, heirs, successors in interest and assigns, shall be bound by same.

NAME ADDRESS OWNER OF UNIT(S) NO.

Mack & Joel Cohen 1270 Wheeling

Rongolo Galvan 1212 WHEELING

PETER Kambalepa 1226 WHEELING RD

VIVIAN KARLOS 1208 WHEELING RD.

Liz Rocco 1232 Wheeling Rd.

next to Liz Empty (2) & her ~~right~~ Right

Hina Gandhi 1238 wheeling Rd.

next to her Vacant right

Mrs and Mr. Patel 1242 wheeling Rd.

Vacant to right

1246 Vacant

1248 come back.

1216 Red Truck 1216 wheeling Rd M. Prosop 11-60056

59-9818 ~~vacant~~ to the right

E. Archer 1210 wheeling Rd.

1204 wheeling Rd Marie Loushe

1200 wheeling Rd.

1202 v. wheeling Rd. Raymundo delgado

R. Billings 1200 wheeling Rd

Daniel Georas 1230 WHEELING RD M. PROSOPES RICK

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NAME	ADDRESS	OWNER OF UNIT(S) NO.
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<i>Susmalbaga</i>	<i>1248N Wheeling</i>	
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<i>L.H. JABANPUTRA</i>	<i>1240 WHEELING</i>	<i>875 SAYBROOK LANE BUFFALO GR. IL. 60489 Tel. 634-1878</i>
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<i>MANU PATEL</i>	<i>1298 Wheeling Rd</i>	
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<i>G. M. Patel</i>	<i>1206 Wheeling Rd</i>	<i>M.B.</i>
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<i>Sandra Calin</i>	<i>1224 Wheeling rd</i>	<i>mt. Prospect</i>
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NAME	ADDRESS	OWNER OF UNIT(S) NO.
<i>Arthur Brantson</i>	ONE TOWER LANE SUITE 100, OAK BROOK TERRACE ILL. COOK	FIVE UNITS 1224, 1234, 1236, 1244 & 1246 BOXWOOD DRIVE MT. PROSPECT ILL. COOK ST