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The Garden at Homewood Place Condo Association

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ABOVE SPACE FOR RECORDER'S USE ONLY



DECLARATION OF CONDOMINIUM OWNERSHIP
FOR

THE GARDEN AT HOMEWOOD PLACE
Homewood, Illinois

THIS INSTRUMENT PREPARED BY:

Peter Studl
Villas of America - Homewood LLC
2644 Greenbay Road
Evanston, IL 60201

PLEASE RETURN TO:

Villas of America - Homewood LLC
2644 Greenbay Road
Evanston, IL 60201

Dated as of January 22, 2001

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EXHIBITS ATTACHED HERETO

EXHIBIT A - The legal description of the parcel included in the Master Plan and which Declarant may make subject to the Act.

EXHIBIT B - The legal description of the property that Declarant is making subject to the Act as by the recordation hereof.

EXHIBIT C - The Condominium Plat depicting the Condominium Units being submitted to the Act by the recordation hereof.

EXHIBIT D - The Reallocation Formula pertaining to the effect of additional Condominium Units being submitted to the Act on Percentage Interests.

EXHIBIT E - The schedule of Percentage Interests of each Condominium Unit submitted to the Act.



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PREAMBLE

WHEREAS, Villas of America – Homewood LLC, a Delaware limited liability company ("Declarant"), is the owner of certain real estate located in Cook County, Illinois, more particularly described in Exhibit B, a copy of which Exhibit B is attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, Declarant intends to and does hereby submit the Property, together with all buildings, structures, improvements, and other permanent fixtures of whatsoever kind thereon, all rights and privileges belonging or in anywise pertaining thereto, and any and all easements appurtenant thereto to the provisions of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, Declarant intends to establish certain rights and easements in, over, and on said Property for the benefit of itself and all future owners of any part of said Property, and any condominium units thereof or therein contained, and to provide for the harmonious, beneficial, and proper use and conduct of the Property and all condominium units; and

WHEREAS, Declarant intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Property shall enjoy the benefits of and hold their interests subject to the rights, easements, privileges, covenants, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative community aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property.

NOW THEREFORE, Declarant as owner of the real estate herein described and for the purposes set forth, DECLARES AS FOLLOWS:

ARTICLE I—DEFINITIONS

The terms in this Declaration and in the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.01 Age-Qualified Occupant: Any individual (i) 50 years of age and older who owns and Occupies a Condominium Unit and was the original purchaser of the Condominium Unit from the Declarant; or (ii) 55 years of age or older who Occupies a Condominium Unit.

1.02 Area of Common Responsibility: The Common Area and Facilities, without limitation, including the Limited Common Areas (except Owner's Private Garden



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Installation, if any, which is maintained by Owner), Community Center, Community Gardens, roadways, driveways, sidewalks, landscaping, all except as otherwise specifically provided in this Declaration.

1.03 Articles; Articles of Incorporation: The articles of incorporation of The Garden at Homewood Place Condominium Association, Inc, as filed with the Secretary of State of the State of Illinois, as may be amended from time to time.

1.04 Association: The Garden at Homewood Place Condominium Association, Inc., an Illinois nonprofit corporation.

1.05 Base Assessment: Assessments levied on all Condominium Units subject to assessment under Article XII to fund Common Expenses for the general benefit of all Condominium Units.

1.06 BCG; Beautiful Communities With Gardens: Beautiful Communities With Gardens LLC, or Beautiful Communities With Gardens, a division of Beautiful Communities LLC, as the case may be, their successors and assigns.

1.07 BCG Membership: The authorized membership and participation of the Association of The Garden at Homewood Place in BCG Programs in accordance with membership rules, regulations and procedures established by and with the approval of Beautiful Communities With Gardens.

1.08 BCG Programs: Programs offered by Beautiful Communities With Gardens for Residents of The Garden at Homewood Place as part of the Association's BCG Membership.

1.09 Board; Board of Directors: The body responsible for administration of the Association, selected from time to time as provided in the Bylaws and serving the same role as a board of directors under Illinois corporate law as applies to not-for-profit corporations.

1.10 Buildings: The structures shown on the Condominium Plat and/or on the Master Plan including those in which the Condominium Units are located and the Community Center.

1.11 Bylaws: The Bylaws of the Association as amended from time to time.

1.12 Charges: The Base Assessment, Specific Assessment, and any Special Assessment levied by the Association and any other charges or amounts which an Owner is required to pay or for which an Owner is liable under this Declaration or the Bylaws.



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1.13 Common Area; Common Area and Facilities; Common Element: All those portions of the Property which are described and designated as "Common Area(s)", "Common Area(s) and Facilities" or "Common Elements" in Exhibit C hereto, and as said Exhibit C may be amended or supplemented from time to time by a Supplemental Declaration, amendment or otherwise, together with all improvements in such designated Common Area not designated a Condominium Unit located above and below the ground and all rights appurtenant thereto. The Common Area and Facilities shall generally include, without limitation, community wide recreational facilities including the Community Center and its furnishings (except those items owned by Declarant or other identified Persons), Community Gardens, Limited Common Area(s), landscaping, open space, detention areas, wetlands (if any), green areas, roadways and sidewalks not dedicated to a municipality, the land on which the Buildings are located, the Buildings' exteriors, concrete floors, foundations and roofs, that portion of a Building which is not a Condominium Unit, and pipes, wires, cables and utility lines not included in or defined in this Declaration to be a part of a Condominium Unit. The Common Area and Facilities shall not include the individual Condominium Units, nor shall it include any streets, streetlights, water mains, storm sewers or sanitary sewers or utilities and other improvements, if any, that have been dedicated to the Municipality or are intended to remain the property of the provider of services connected with such improvements.

1.14 Common Expenses: Except as specifically provided hereinafter in this section, the expenses of administration (including management and professional services), operation, maintenance, repair, replacement, landscaping and snow removal of the Common Area and Facilities, the cost of insurance, water, electricity, telephone, gas and other necessary utility expenses for the Common Area and Facilities; the cost of water to the Condominium Units unless each Condominium Unit has its own separate water meter or water charges are otherwise separately billed to each Condominium Unit Owner; the cost of general and special real estate taxes and assessments levied or assessed against any portion of the Common Area and Facilities owned by the Association; the cost and 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 and Facilities; the costs and expenses of maintaining easements benefiting the Property, said easements including, but not limited to the costs and expenses, if any, described in certain Grant of Easement (ingress, egress, monument and utility) dated April 18, 2000 and recorded April 28, 2000 as Document Number 00299778 and also the costs and expenses, if any, described in certain Grant of Easement dated April 18, 2000 and recorded April 28, 2000 as Document Number 00299779 each in the Office of the Cook County Recorder; and the cost and expenses of maintaining the Association's eligibility and participation in the BCG Programs including membership and participation fees and the cost and expenses of maintaining and improving the property and providing programs in accordance with BCG Programs or otherwise; any expenses designated as Common Expenses by this Declaration; if not specifically charged to the Owners, the cost of waste removal and scavenger service to the Property; and other expenses lawfully incurred by the Association for the common benefit of all of the Owners. Common Expenses shall not include the cost of installation, maintenance, repair



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and replacement of any Owner's Private Garden Installation which shall be at the sole cost and expense of the Owner and not the Association.

1.15 Community Center: That certain Building, if any, designated as the "community center" or "clubhouse" located in the Common Area and Facilities, not containing any Condominium Units and constructed for the use and enjoyment of all Residents, subject to this Declaration, the Bylaws, the Rules and Regulations and any other applicable covenants.

1.16 Community Gardens: Those gardens and areas reserved for or intended to be used as gardens and related uses located in the Common Area and Facilities maintained by or through the Association for the use and enjoyment of all Residents, excluding, however, any Private Garden.

1.17 Community-Wide Standard: The standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standards may be defined in the Rules and Regulations and/or other rules and regulations of the Board. Such standards may be specifically determined, and modified, by the Declarant at any time during the Declarant Control Period and thereafter by the Board or as delegated by the Board.

1.18 Condominium Plat; Plat of Condominium; Condominium Survey: Collectively, the site plan of the Property and the floor plans of all Condominium Units submitted to the provisions of the Act, which are attached hereto, made a part hereof as Exhibit "C" and as may be attached to and incorporated into one or more Supplemental Declarations or amendments to this Declaration.

1.19 Condominium Unit; Unit: That part of the Property described with a Condominium Unit number or Unit number in the Condominium Plat situated within a Building (excluding the Community Center) constituting a condominium and including one or more rooms, occupying all or part of a floor or floors including the garage attached to and directly accessed from the particular Condominium as depicted on the Condominium Plat, and together with the undivided interest in the Common Area and Facilities appertaining to that unit of space all as more completely described in Section 3.02 hereinafter.

1.20 Declarant: Villas of America - Homewood LLC, a Delaware limited liability company, or any successor, successor-in-title, or assign who takes title to any portion of the real estate described on Exhibit A for the purpose of development and /or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.21 Declarant Control Period: The period commencing upon the recording of this Declaration and ending upon the first to occur of:



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- (a) the end of the Development Period;
- (b) the date 60 days after the conveyance by Declarant of seventy-five percent (75%) of the Condominium Units or 3 years after recording this Declaration, whichever is earlier;
- (c) the date designated in a written notice from the Declarant to each of the Owners as being the end of the Declarant Control Period.

1.22 Declaration: This instrument, by which the Property is submitted to the provisions of the Act, which shall include (a) such amendments, if any, to this instrument as from time to time may be adopted to the terms hereof, and (b) Supplemental Declarations, if any.

1.23 Development Period: The period of time commencing upon the recording of this Declaration and ending at such time as Declarant no longer holds or controls title to any portion of the real estate which is legally described in Exhibit A hereto, as Exhibit A may be amended from time to time.

1.24 Eligible Holder: As defined in Section 15.01.

1.25 Governing Documents: A collective term including the Declaration, the Bylaws, the Articles, the Rules and Regulations and any other rules and regulations adopted by the Board, as any such documents may be amended from time to time.

1.26 Limited Common Area: That part of the Common Area and Facilities contiguous to and serving a single Condominium Unit exclusively as an inseparable appurtenance thereto, including specifically the patio, Private Garden (excluding the fence or other manmade or plant barrier around the Private Garden), shutters, awnings, window boxes, doorsteps, porches, balconies, attic, perimeter doors, garage doors, windows in perimeter walls, pipes, ducts, flues, shafts, electrical wiring or conduits, or other systems or component parts thereof that serve a Condominium Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit all excluding, however, such items that are defined as part of the Condominium Unit in Section 3.02 hereinafter. The sidewalk to the front-door entrance of the Condominium Unit necessary for ingress and egress shall not be a part of the Limited Common Area notwithstanding that it may pass through a Limited Common Area.

1.27 Master Plan: A term for Declarant's conceptual land use and development plan for the development of The Garden at Homewood Place, as it may be amended from time to time, which plan may include a portion or all of the real estate described in Exhibit A and other real estate. Inclusion of real estate on the Master Plan shall not, under any circumstances, obligate Declarant to subject such real estate to this Declaration as part of the Property, nor shall the exclusion of real estate from the Master Plan bar its later inclusion therein. The Master Plan



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may be expressed on site plans, planned unit development drawings, surveys, sketches, marketing materials, orally, and a combination thereof or otherwise.

1.28 Member: A Person entitled to membership in the Association pursuant to Section 8.02.

1.29 Mortgage: A first mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Condominium Unit. A "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

1.30 Municipality: The Village of Homewood, Illinois or its successor.

1.31 Occupy, Occupies or Occupancy: Staying overnight in a particular Condominium Unit or on the Property for at least (90) days in a consecutive twelve (12) month period.

1.32 Owner: One or more Persons, which may include the Declarant, who hold the record fee simple title to a Condominium Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.33 Owner's Private Garden Installation: Any paving and patio (except as hereinafter expressly excluded), improvement, planting, plants, planting beds, soil, landscaping, seating, hardscape, or other element or feature installed or located in a Private Garden and any other plants installed by or on behalf of an Owner around the Condominium Unit, excluding however the standard unstamped and unstained concrete patio, if any, standard concrete sidewalk, if any, and electrical and water service, if any, installed by or through Declarant as part of the Declarant's development of the Property. The fence around the Private Garden, standard unstamped and unstained concrete patio, standard concrete sidewalk and electrical and water service, if any, installed by the Declarant in the Private Garden as part of the Declarant's development of the Property shall be a part of the Limited Common Area but shall not be included in the definition of Owner's Private Garden Installation.

1.34 Percentage Interest: The percentage ownership of each Condominium Unit of an undivided interest of the Common Area and Facilities as set forth on Exhibit E as said exhibit, this Declaration and the percentages described therein may be supplemented and amended from time to time to take into account additional Condominium Units annexed or added to the Property.

1.35 Person: A natural person, individual, firm, corporation, partnership, association, trust, limited liability company or other legal entity or any combination thereof capable of holding title to real property.

See 1.



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1.36 Private Garden: That area of land, patio and garden space contiguous to and appurtenant to a Condominium Unit which area, subject to the provisions of the Governing Documents, is available to the Owner as a patio and for gardening. In the event that a fence or perimeter shrubs are installed around the Private Garden, the rights granted to Owner in this Declaration with respect to the Private Garden shall be exercisable within such fence or shrubs. In the event of any dispute or confusion as to the boundaries of a Private Garden, the Declarant's definition or depiction shall be conclusive during the Development Period and thereafter the Association's definition shall be conclusive.

1.37 Property: All the real estate described in Exhibit B, as amended from time to time, including such additional real estate as is annexed to this Declaration and added to Exhibit B after the initial recording hereof by Supplemental Declaration as provided in Article II, all improvements and structures constructed or contained therein, thereon, or therebelow, and all easements, rights and appurtenances belonging thereto.

1.38 Public Areas: The part or portion, if any, of the Property which the Declarant proposes to dedicate to the Municipality for the public use and benefit and which is depicted on The Condominium Plat or on a plat of subdivision which includes the Property or portion thereof.

1.39 Public Records: The Office of the County Recorder of Cook County, Illinois.

1.40 Reallocation Formula: That certain formula used to reallocate the Percentage Interests of the Condominium Units when additional Condominium Units are added to the Property pursuant to Supplement or Supplemental Declaration as set forth in Exhibit D attached to this Declaration.

1.41 Resident or Qualified Resident: Any of the following Persons Occupying a Condominium Unit:

- (a) any Age-Qualified Occupant;
- (b) any Person 19 years of age or older Occupying a Condominium Unit with an Age-Qualified Occupant; and
- (c) any Person 19 years of age or older who Occupied a Condominium Unit with an Age-Qualified Occupant and who continues, without interruption, to occupy the same Condominium Unit after termination of the Age-Qualified Occupant's Occupancy thereof.

An individual who Occupies, occupies, or lives in a Condominium Unit



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but does not satisfy the criteria of (a), (b) or (c) above shall not be deemed to be a Resident and shall not be entitled to any rights or privileges granted to a Resident hereunder.

1.42 Rules and Regulations: The rules and regulations adopted from time to time by the Board or by the Association in accordance with this Declaration.

1.43 Special Assessment: Assessments levied in accordance with Section 12.05.

1.44 Special Declarant Rights: As defined in Article XVI.

1.45 Special Services: As defined in Section 10.03.

1.46 Specific Assessment: Assessments levied in accordance with Section 12.06.

1.47 Supplement; Supplemental Declaration: An amendment to this Declaration filed in the Public Records pursuant to Article II which subjects additional real estate to this Declaration as part of the Property, identifies any Common Area and Facilities, Limited Common Area and Condominium Units within the additional real estate, amends Exhibit B, ~~Exhibit C and Exhibit D~~ to reflect the addition of such real estate and the characterization thereof and/or imposes, expressly or by reference, additional covenants, conditions, restrictions, easements or obligations on the real estate described in such instrument.

1.48 The Garden at Homewood Place: The residential condominium community developed or to be developed by Declarant on the Property and on any additional Property subjected to this Declaration by a Supplemental Declaration.

1.49 Voting Member: As defined in Section 8.03.

**ARTICLE II—SUBMISSION TO THE ACT; MASTER PLAN; CONTRACTION;
EXPANSION**

2.01 Real Estate Subjected to the Act: The real estate specifically described in Exhibit B shall constitute that portion of The Garden at Homewood Place being made subject to the Act as a result of this Declaration.

2.02 Master Plan: The real estate described on the attached Exhibit A is the subject of a Master Plan for The Garden at Homewood Place. The Buildings depicted on the

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Master Plan are planned to be single family attached homes with not more than four (4) homes per building of such design and materials as Declarant, subject to Municipality approval, in Declarant's sole discretion shall determine. Declarant intends, but is not obligated, to construct 48 Condominium Units on the real estate described in Exhibit A. The Declarant reserves the right, at Declarant's sole discretion, to build the Condominium Units and improvements on the Common Area and Facilities in stages or phases. The number of stages or phases, start up dates for construction and pace of construction and completion are within the sole discretion of the Declarant.

Subject to the approval of the Municipality where such approval is required, Declarant may, at its election, modify, amend, alter, or cancel the Master Plan or any improvements described therein. Declarant reserves the right to change, without the approval of the Owners, the Board or the Association, but subject to the approval of the Municipality where such approval is required, landscaping, improvements, structures, easements, utilities, roadways, and the number, layout, size, footprint, location, floor plan, dimensions, design, and construction details of the Buildings, Condominium Units, Common Area and Facilities, and Limited Common Area and Facilities shown on the Master Plan which are not yet constructed. The Master Plan includes Building sizes depicted on conceptual footprints which will change in accordance with the models actually chosen by purchasers, Declarant's actual construction or for other reasons.

Except with Municipality approval, Declarant shall not materially reduce the amount of open-space depicted on the Master Plan presented to the Municipality as part of the Municipality's approval of the plan underlying The Garden at Homewood Place.

2.03 Contractible Condominium Area: The real estate specifically described in Exhibit B shall constitute the land which Declarant, at its sole election may withdraw from submission to the Act; provided, no real estate which includes a Condominium Unit shall be withdrawn after the Condominium Unit has been conveyed by Declarant to any Person other than an affiliate of the Declarant or Person that expressly consents in writing to such withdrawal. If such real estate is Common Area and Facilities, the Association shall consent to such withdrawal upon the request of the Declarant. All or any part of the real estate described in Exhibit B may be withdrawn at one time or portions thereof withdrawn at different times and from time to time; however, no real estate shall be withdrawn after the expiration of seven (7) years from the date of recordation of this Declaration. However, should the law allow contractibility beyond this time limit, nothing in this Declaration shall be deemed prohibitive of contraction of the real estate submitted to the Act.

2.04 Expansion and Annexation of Condominium Area: For a period of seven (7) years from the date of the recording of this Declaration, the Declarant may unilaterally subject to the provisions of this Declaration as part of the Property all or any portion or portions of the real estate described in Exhibit A, as amended from time to time. The Declarant reserves the right, but shall not be obligated, to amend Exhibit A to add thereto additional real estate

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which is adjacent to real estate then described in Exhibit A or separated from such real estate by a dedicated right of way, forest preserve or other real estate which is dedicated to or owned by a governmental entity. Any portion of the real estate described in Exhibit A which is not made part of the Property may be developed and used for any purposes not prohibited by law. Declarant may transfer or assign this right to annex property, provided that such transfer is memorialized in a written instrument executed by Declarant and filed in the Public Records. Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the real estate set forth in Exhibit A, or any other real estate in the vicinity of The Garden at Homewood Place owned by Declarant or an affiliate of the Declarant in any manner whatsoever.

Annexation shall be accomplished by filing in the Public Records a Supplemental Declaration describing the real estate being annexed and amending Exhibit B to reflect the annexation of such real estate. Such Supplemental Declaration shall not require the consent of the Members, Association or Board, but shall require the consent of the owner of such real estate, if other than Declarant. Each Condominium Unit subject to this Declaration, whether initially described on Exhibit B or annexed and added to Exhibit B pursuant to a Supplemental Declaration, shall have a pro rata share of the liability for Base Assessments and other Charges levied with respect to the Condominium Units in proportion to the Percentage Interest applicable to the Condominium Unit as initially described on Exhibit E and on any change or modification to such exhibit. In the case of additional Condominium Units annexed or added to Exhibit B and submitted to the Act pursuant to this Declaration, the Percentage Interest shall be recalculated and re-allocated on the basis of the relationship that the various types of Condominium Units to each other in accordance with the Reallocation Formula described on Exhibit D.

Any Supplemental Declaration may contain covenants, conditions, restrictions and easements which apply only to the real estate being annexed and/or may create exceptions to, or otherwise modify, the terms of this Declaration as they may apply to the real estate being annexed in order to reflect the different or unique character and/or intended use of such real estate.

After the Development Period, the Association may add real estate to the Property pursuant to action approved by a vote of a majority of the votes represented by Voting Members present at a duly called annual or special meeting of the Members.

2.05 Dedication of Public Areas: The Declarant may dedicate to the Municipality a certain portion of the Property and/or improvements thereon or thereunder for the public use and benefit and said property dedicated or intended to be dedicated shall be known as the Public Areas as defined herein. All Public Areas shall be treated as Common Area until the Declarant or the Association dedicates the real estate to the particular Municipality.

2.06 Amendment: This Article shall not be amended during the Development Period without the prior written consent of Declarant.



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ARTICLE III—CONDOMINIUM UNITS

3.01 Condominium Unit Identification: The legal description of each Condominium Unit shall consist of the identifying number or symbol of such Condominium Unit shown on the Condominium Plat. Every deed, mortgage or other instrument may describe a Condominium Unit by its identifying number or symbol as shown on the Condominium Plat, and every such description shall be deemed good and sufficient for all purposes.

3.02 Condominium Unit Boundaries: Each Condominium Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof as shown on the Condominium Plat. Each Condominium Unit shall consist of the space enclosed and bounded by the planes defined by the unfinished interior surfaces of the perimeter walls, ceiling and floor, as built or as shown on the building plans, including the fixtures and improvements located wholly within said boundaries and excluding the structural parts of the buildings. In the event any horizontal or vertical boundary line as shown on the Condominium Plat does not coincide with the actual location of the respective wall, floor or ceiling surface of the Condominium Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Condominium Unit shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such cases, permanent easements for exclusive use shall exist in favor of the Owner of each Condominium Unit in and to such space lying outside of the actual boundary line of the Condominium Unit, but within the appropriate wall, floor or ceiling surfaces of the Condominium Unit.

Each of the following shall be considered a part of the applicable Condominium Unit notwithstanding that they may or may not be depicted as such on the Condominium Plat attached hereto or on any Supplemental Declaration: All decorating, wall and floor covering, paneling, molding, tiles, wallpaper, paint, and any other materials constituting any part of the finished surfaces thereof; door knobs, handles and locks, garage door opening systems (including locks, handles, electronic openers, tracks, motors and chains) window locks, window and door screens, faucets, toilets, sinks, tubs, shower enclosures and other plumbing fixtures, furnace, hot water heater, any equipment relating to the air conditioning system (whether located inside or outside the boundaries of the Condominium Unit), and ventilating ducts or heating system serving exclusively one Condominium Unit which are situated inside or outside the boundaries of the Condominium Unit.

3.03 Certain Structures and Components Not Constituting Part of Any Condominium Unit: No Owner shall own any pipes, wires, cables, ducts, conduits, chimneys, public utility lines or other structural components running through his or her Condominium Unit

and serving more than his or her Condominium Unit, whether or not such items shall be located in the floors, ceiling or perimeter or interior walls of the Condominium Unit, exterior lighting, except as a tenant-in-common with all other Owners as Common Areas and Facilities.

3.04 Easements: Each Owner shall have a valid easement to the space in the exterior walls of the Building in which his Condominium Unit is located for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, doors and door frames, and the like where space between the walls may be necessary for such uses, provided that the Owner shall do nothing or permit nothing to impair the structural integrity of any of the Building, and provided that the affected Common Area and Facilities be restored to their former condition by the Owner at his sole expense upon completion or termination of the use requiring the easement.

3.05 Encroachment and Easements for Common Area: If, by reason of the location, construction settling, or shifting of a Building, the Common Area encroach upon a Condominium Unit, then in such event, an easement shall be deemed to exist and run to the Association for maintenance, use and enjoyment of such Common Area. Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in any of the other Condominium Units and serving his Condominium Unit.

3.06 Prohibition Against Subdivision: No Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause a Condominium Unit to be separated into any tracts or parcels different from the whole Condominium Unit as shown on the Condominium Plat.

ARTICLE IV—PROPERTY RIGHTS AND INTERESTS IN COMMON AREA AND FACILITIES

4.01 Ownership of Common Area and Facilities: Each Owner shall be entitled to and shall own an undivided interest in the Common Area and Facilities as a tenant-in-common with all other Owners in the amount of their Percentage Interest.

4.02 Use of Common Area and Facilities: Except as otherwise limited in this Declaration, each Resident and Owner shall have the non-exclusive right and easement in common with all other Residents and Owners to use and enjoy the Common Area and Facilities (except those designated as Limited Common Area) for all reasonable purposes incident to the use and occupancy of and ingress and egress to such Resident's Condominium Unit as a place of residence, and such Owner's right to ingress and egress to such Owner's Condominium Unit as property owned by such Owner and such other reasonable incidental uses permitted by this

Declaration, which rights and easements shall run with the land, be appurtenant to and pass with the title to every Condominium Unit, subject to and governed by the following:

- (a) The Governing Documents;
- (b) The reasonable and customary privacy, consideration and respect due other Residents as members of a community for persons 55 years and older as reflected in the Community-Wide Standards of conduct, if any;
- (c) The right of the Board to suspend, limit or restrict the right of an Owner or Resident to use recreational facilities, without limitation, including the Community Center pursuant to Section 9.03(b);
- (d) The right of the Board to impose reasonable terms, conditions and requirements and charge reasonable rentals or use fees for the use of the Community Center and Community Gardens by Residents;
- ✓ (e) The right of the Board to permit use of the Common Area and Facilities including the Community Center by non-Residents upon payment of use fees or other fees established by the Board and to limit and restrict Owners' who are not Residents use of recreational facilities, without limitation the Community Center and Community Gardens;
- (f) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for Association obligations;
- (g) The rights of the Declarant hereunder.

4.03 Use of Community Center for Bible Study and other Religious Activities:

Subject to reasonable guidelines, rules and limitations, if any, established by the Board, Residents may use the Community Center for Bible studies and other religious activities attended primarily by Residents.

4.04 Prohibition Against Partition: There shall be no partition of the Common Area and Facilities through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership including the Act. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real estate which may or may not be subject to this Declaration.

4.05 Condemnation: In the case of taking by a competent authority of any part of the Common Area and Facilities owned by the Association, the proceeds awarded in such condemnation shall be first paid to satisfy any indebtedness secured by a mortgage or other lien encumbering such portion of the Common Area and Facilities and the balance to the Association.

The proceeds, if any, paid to the Association, together with any reserve being held for such part of the Common Area and Facilities shall be used first to restore or replace any improvements taken or condemned, and the balance, if any, shall in the discretion of the Board, either (i) be distributed to the Owners and their respective Mortgagees, as their interests may appear, according to the Percentage Interest, or (ii) be used for the mutual benefit of such Owners, as determined by the Board in its reasonable discretion; provided, that during the Development Period any such action shall be consented to by the Declarant.

ARTICLE V—LIMITED COMMON AREA

5.01 Description: The Limited Common Areas are those areas designated as such in the Condominium Plat and/or defined in Section 1.26 hereinabove. The Limited Common Areas are for the exclusive use and enjoyment and possession of the Residents and Owner of the Condominium Unit to which they are contiguous and appurtenant.

5.02 Use of the Private Garden: The Private Garden is intended to provide the Owner and Resident of the appurtenant Condominium Unit with a semi-private outdoor place for a garden and patio. The manner of use of the Private Garden and limitations on plantings, improvements, ornamentation and structures shall be governed by any applicable provisions in the Governing Documents, without limitation, including Section 5.03 hereinbelow, and the Rules and Regulations and the Community - Wide Standards established by the Board. The Owner and Residents shall not use or permit the use of their Private Garden in such a way that such use increases the risk or rate of insurance to the Association, is hazardous or as otherwise prohibited in the Governing Documents.

5.03 Maintenance of the Private Garden: Subject to the limitations set forth in the applicable sections of the Governing Documents, each Owner of the appurtenant Condominium Unit shall be responsible for and shall pay the cost of the upkeep, care, maintenance, repair, replacement and improvement of the Owner's Private Garden Installation. Each Owner and Resident shall keep or cause to be kept the Private Garden in good, clean and sanitary appearance so as to not detract from Community-Wide Standards of appearance. In the event that a sidewalk leading from the driveway or street to the front door of the Condominium Unit passes through or adjoins the Private Garden, such sidewalk shall be deemed a part of the Common Area and Facilities and shall be maintained by or through the Association as a part of the Common Area and Facilities, notwithstanding its depiction as a Limited Common Area. In addition to its other powers and rights, the Board may adopt rules limiting, restricting or prohibiting improvements, furniture, hardscape or other structures and plants in the Private Garden which the Board deems unsafe or, if visible above, outside or around the fence, shrubs or foliage, which the board deems unsightly or inconsistent with the desired appearance of the community.

5.04 Loss of property in or damage in the Owner's Private Garden Installation:

Owner shall be solely responsible for any and all loss, damage or disappearance of and to the Owner's Private Garden Installation appurtenant to his or her Condominium Unit, without limitation, including any plants, furnishings, personal property, structures or improvements temporarily or permanently located therein and, except as otherwise expressly provided in this Declaration, the Association and Declarant shall have no responsibility or liability for any loss, damage or destruction thereto.

ARTICLE VI—AGE RESTRICTIONS

6.01 Age Restriction. The Garden at Homewood Place is intended to provide housing primarily for persons 55 years of age or older, subject to the rights reserved to Declarant in Section 16.09. The Garden at Homewood Place shall be operated as an "age restricted community" in compliance with all applicable state and federal laws including, without limitation, the applicable provisions, if any, of The Fair Housing Act and of the Housing for Older Persons Act of 1995, each as from time to time amended. To the extent there is any ambiguity or inconsistency in the Governing Documents they shall be interpreted so as to be consistent with the applicable provisions of state and federal law. Subject to Section 16.09 each Condominium Unit, if occupied, shall be Occupied by at least one (1) individual 55 years of age and older; provided, however, that once a Condominium Unit is occupied by an Age-Qualified Occupant, other Qualified Residents of that Condominium Unit may continue to occupy the Condominium Unit, regardless of the termination of the Age-Qualified Occupant's Occupancy. Notwithstanding the above, at all times, at least eighty percent (80%) of the Condominium Units within the Property shall be Occupied by at least one (1) individual 55 years of age or older. The Board shall establish policies and procedures from time to time as necessary to maintain its status as an age-restricted community under state or federal law. Such policies and procedures may include, but are not limited to the Board requiring each Owner and/or a Resident of each occupied Condominium Unit to cooperate with a census or questionnaire requested by the Board bi-annually or otherwise and to provide the Board with an affidavit with respect to the Occupancy of the Condominium Unit and the continuing qualification of The Garden at Homewood Place as a community as an "age-restricted community" for people 55 years or older.

6.02 Additional Limitations on Persons under 19 Years of Age. The Garden at Homewood Place is a community principally for people 55 years of age or older. Strong family and personal relationships are encouraged, but certain restrictions and limitations are imposed with respect to the number of nights that a person under the age of 19 may stay in a Condominium Unit or on the Property. Additional rules, regulations and restrictions applicable to persons under the age of 19 may be set forth in the Rules and Regulations as amended from time to time by the Board or by the Association. No person under 19 years of age shall:

- a) Occupy a Condominium Unit;
- b) Stay overnight in any Condominium Unit for more than 30 consecutive days; or,
- c) Stay overnight in any Condominium Unit for more than 45 days in a consecutive 6 month period.

6.03 Enforcement: Each Resident and Owner shall conform to the provisions in this Article and are further requested to voluntarily comply with the spirit of the intention that The Garden at Homewood Place be a community primarily for people 55 years or older. The Association may enforce the provisions of this Article by an action in law or in equity, including, without limitation, an injunction requiring specific performance hereunder and as otherwise provided in this Declaration.

6.04 Exception for Hardship and Humanitarian Reasons: The Association, in its sole and exclusive election and determination on a vote of a majority of the Voting Members, may permit a temporary exception on a case by case basis to Section 6.02 for circumstances of extreme hardship and humanitarian reasons, provided such exception does not violate any ordinance or governmental rules or impair the Garden at Homewood Place's standing as an age-restricted community or its ability to otherwise restrict Occupancy or occupancy by persons under the age of 19 years. If the Association shall grant an exception, it shall not be required to grant any future exception even if the facts and circumstances are similar or identical to the facts and circumstances for which it previously granted an exception and it may revoke an exception previously granted, all in its sole discretion. The Association, in its sole discretion, may limit the time of an exception and may otherwise establish other limitations and conditions to the exception. The Association may for any reason or for no reason deny a request to grant an exception hereunder.

ARTICLE VII—BEAUTIFUL COMMUNITIES WITH GARDENS

7.01 Initial Intention. The Garden at Homewood Place is intended to be a community that features gardens, gardening activities and programs, birding opportunities, attention to natural habitat, attractive landscaping and maintenance methods based upon an integrated pest management approach or other methods which seek to limit the amount of potentially irritating pesticides and lawn-care chemicals to which Residents are exposed. While these are the initial goals, each Owner is deemed to understand that there can be no assurance that each of these will be implemented or the manner of implementation, and if implemented, will continue as implemented, if at all. The degree of success or implementation of these intentions is subject to several factors and conditions, without limitation, including the degree of

participation and involvement of Owners and Residents, the amount of funds allocated for these purposes by the Association, the Board and/or Members, natural conditions, the programs, if any, actually made available to or offered to Owners and Residents, and the continuing agreement of the Association and its Members to participate in such programs and activities, to implement the intentions described hereinabove and to continue BCG Membership on behalf of the Association.

7.02 Beautiful Communities With Gardens Membership. The Association shall maintain a BCG Membership so long as a BCG Membership is available, except if terminated by BCG or by the Association. The Association may terminate its membership in BCG by a vote or written consent of seventy-five percent (75%) of the total vote in the Association, and, unless prohibited by state law, the written consent of the Declarant during the Development Period. During such time that the Association maintains a BCG Membership, the Association shall pay membership and program fees to BCG and comply with any conditions and requirements of BCG Membership or established in BCG Programs. Fees for a BCG Membership are, in part, based upon the total number of Condominium Units on the Property. Unless otherwise directed by the Owner in writing, the Association is authorized to provide the name and address of each Owner to BCG for the purpose of providing certain BCG Program materials to each Condominium Unit. BCG Membership and BCG Programs shall be subject to their continued availability, which availability is not assured, guaranteed or represented by BCG, Declarant or otherwise to any Owner, Resident, and Member or to the Association. So long as the Association has a current BCG Membership in good standing, it is entitled to describe itself as a "Member of Beautiful Communities With Gardens" subject to the provisions of Section 18.06.

7.03 Membership Fees and Other Costs: BCG Membership and program fees are payable by the Association when due. The Association is authorized to implement BCG Programs and to budget, allocate and expend funds in connection therewith. Regardless of the use or non-use by any Owner(s) or Resident(s) of BCG Programs or other benefits of the Association's BCG Membership, all such membership fees and funds paid or expended by the Association shall be included as Common Expenses and allocated to all Condominium Units in the manner provided for Common Expenses in Article XII. Costs and Fees incurred directly by an Owner or a Resident are not Common Expenses and are the responsibility of such Owner or Resident.

ARTICLE VIII—MEMBERSHIP AND VOTING RIGHTS

8.01 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility and the primary entity responsible for compliance with and enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents, state and federal laws and local ordinances.

8.02 Membership. Every Owner shall be a "Member" of the Association and shall hold one (1) membership for each Condominium Unit owned. If more than one (1) Person owns a Condominium Unit, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation, such reasonable fees as may be established in Section 12.01, and the restrictions on voting set forth in Section 8.03 and in the Bylaws. All such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, manager or trustee, or by any other individual having apparent authority or designated from time to time by the Owner in a written instrument provided to the Secretary of the Association. The Declarant shall be a member of the Association during the Development Period.

8.03 Voting.

- (a) One (1) individual shall be designated by each Owner to be the "Voting Member" with respect to each Condominium Unit owned by the Owner. If no designation is made and more than one (1) person seeks to be the Voting Member for a Condominium Unit, the Board may either recognize one (1) individual as the Voting Member or suspend the vote for the Condominium Unit until the issue has been resolved. During the Declarant Control Period, all of the voting rights of the Owners at any meeting of the Members of the Association or otherwise shall be vested exclusively in the Declarant, and Owners other than the Declarant shall have no voting rights. After the end of the Declarant Control Period, all of the voting rights at any meeting of the Members of the Association or otherwise shall be vested in the Voting Members and each Voting Member shall have one (1) vote for each Condominium Unit which the Voting Member represents. After the end of the Declarant Control Period, any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the Bylaws) upon an affirmative vote of a majority of the votes represented at the meeting by the Voting Members present at such meeting, except as otherwise provided herein or in the Bylaws. Voting Members may vote directly or by proxy as provided in the Bylaws. The Board shall determine whether votes shall be cast in person or by mail from time to time.
- (b) Certain Special Declarant Rights, including the right to approve, or withhold approval of, certain actions proposed under this Declaration, the Bylaws and the Articles during the Development Period and the right and power, during the Declarant Control Period, to appoint all members of the Board, are specified in the relevant sections of this

Declaration, the Bylaws and the Articles.

8.04 Attendance at Board Meetings by Owners. Members may attend meetings of the Board to the extent permitted by the Board in its discretion or as otherwise provided in the Bylaws or in the applicable state laws.

ARTICLE IX—RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND VARIOUS DISCLOSURES AND DISCLAIMERS

9.01 Common Area and Facilities. The Association, subject to the rights of the Owners set forth in this Declaration and subject to the Owner's obligation to maintain the Owner's Private Garden Installation, shall manage and control the Common Area and Facilities and all improvements thereon (including, without limitation, furnishings, equipment, and other personal property of the Association used in connection with the Common Area and Facilities), and shall keep the Common Area and Facilities in good, clean, attractive, and sanitary condition, order, and repair and with attractive gardens and landscaping, pursuant to this Declaration and the Bylaws and consistent with the Community-Wide Standard. The Board is specifically authorized, but not obligated, to retain or employ professional management to assist in carrying out the Association's responsibilities under this Declaration.

9.02 Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Declarant and its designees may convey to the Association improved or unimproved real estate, or interests in real estate, personal property and leasehold and other property interests, regardless of whether such real estate is Common Area or part of the real estate described in Exhibit A or is other real estate referred to in Article II hereunder. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions of record or as set forth in the deed or other instrument transferring such property to the Association. Upon written request of Declarant, the Association shall reconvey to Declarant any unimproved portions of the Property originally conveyed to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

9.03 Rulemaking and Enforcement

(a) Rulemaking. The Association, through the Board, may make, modify, amend, cancel, limit, create exceptions to and enforce reasonable rules governing the use of the Property and/or conduct thereon, consistent with the rights and duties established by the Governing Documents, including, without limitation, rules limiting the use of the Common Area and Facilities by visitors, including visiting children and Occupancy of the Condominium Units. Such rules shall be binding

upon all Owners, Residents, guests, invitees, and licensees, if any, until and unless overruled, canceled, or modified in a regular or special meeting of the Association by the vote of a majority of the total vote in the Association.

(b) Enforcement. The Board, or the covenants committee, if any, established pursuant to the Bylaws, may impose sanctions for violations of the Governing Documents, after notice and a hearing in accordance with the procedures set forth in the Bylaws. The Board shall establish a range of penalties for violations of the Governing Documents, with violations of the Declaration, unsafe conduct, and harassment or intentionally malicious conduct treated more severely than other violations. Such sanctions may include, without limitation:

- (i) Imposing a graduated range of reasonable monetary fines which, until paid, shall constitute a lien upon the violator's Condominium Unit. In the event that any Resident, guest or invitee of a Condominium Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided, however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board and the fine shall become a Specific Assessment and/or lien against the Condominium Unit of such Owner;
- (ii) Suspending an Owner's right to vote;
- (iii) suspending any Person's right to use any recreational facilities within the Common Area and Facilities including the Community Center and Community Garden; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Condominium Unit;
- (iv) suspending any services provided by the Association to an Owner or the Owner's Condominium Unit if the Owner is delinquent in paying any assessment or other Charge owed to the Association; and
- (v) levying Specific Assessments to cover costs incurred in bringing a Condominium Unit or Private Garden into compliance in accordance with Section 12.06(b).

In addition, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of

parking rules and regulations in accordance with any applicable ordinance or requiring immediate abatement of violating activity) or by suit at law or in equity to enjoin any violation or to recover monetary damages, or both, without the necessity of compliance with the procedures set forth in the Bylaws.

All remedies set forth in the Governing Documents are to be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (i) the Association's position is not strong enough to justify taking any or further action;
- (ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;
- (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may enforce applicable state and local laws and ordinances and governmental bodies including the Municipality may enforce their respective laws and ordinances within the Property for the benefit of the Association and its Members.

9.04 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, the Board without a vote of the membership may exercise all rights and powers of the Association.

9.05 Indemnification. The Association shall indemnify every officer, director, and committee member and the Association's managing agent and its employees and agents against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved

by the then Board of Directors) to which it, he or she may be a party by reason of being or having been an officer, director, committee member or managing agent, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and/or Illinois law.

The officers, directors, committee members and managing agent shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and hold each such officer, director, committee member and managing agent harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, committee member and managing agent may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is available at a reasonable cost. Decisions whether to institute litigation are no different from other decisions directors make. There is no independent legal obligation to bring a civil action against another party, and no provision of the Governing Documents shall be construed to impose a duty upon the Board to sue under any circumstances. In deciding whether to bring a civil action against another party, a director is protected by the business judgment rule as such may be reasonably interpreted by the Board.

9.06 Dedication of Common Area. The Association may dedicate portions of the Common Area to the Municipality, or to any other local, state, or federal governmental or quasi-governmental entity.

9.07 Security. It is the goal of all Owners, including Declarant, to have a safe and healthy environment. However, no written or oral representations regarding the safe and secure nature of The Garden at Homewood Place shall be construed in whole or in part as guarantees thereof, it being recognized that circumstances which are beyond the control of the Declarant, the Association, the Board, or the managing agent may arise. The Association may maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be; provided, however, that the Association shall not be obligated to maintain or support such activities.

The Association, the managing agent, BCG, or the Declarant shall not in any way be considered insurers or guarantors of security within the Property. None of the foregoing shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any lighting, fire protection system, entry gate, door, door lock, window, window lock, fence, wall, patrol, burglar alarm system or other security system or measures, including any mechanism or system for

limiting access to the Property, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

Each Owner acknowledges, understands and covenants to inform all Residents, tenants, guests, and invitees of the Owner's Condominium Units that the Association, its Board of Directors and committees, BCG, the Declarant and its affiliates, and the managing agent are not insurers or guarantors of security within the Property. Each Owner and all Residents, tenants, guests, and invitees of the Owner's Condominium Unit assume all risks for loss or damage to persons, to Condominium Units, to the contents of Condominium Units, personal property wherever located, storm doors, screen doors, door locks, window locks and to the Owner's Private Garden Installation, and further acknowledge that the Association, its Board and committees, the managing agent, BCG, and the Declarant and its affiliates have made no representations or warranties, nor has any Owner, or any Resident, tenant, guest, or invitee of any Condominium Unit relied upon any representations or warranties, expressed or implied, relative to any entry gate, fence, patrolling of the Property, any fire protection system, burglar alarm system, or other security systems recommended or installed or any security measures undertaken within the Property.

9.08 Assumption of Risk. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to promote the health, safety and welfare of the Owners and Residents. Notwithstanding anything contained in the Governing Documents or any other document binding the Association, none of the Association, the Board, the managing agent, BCG, or the Declarant and its affiliates shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner or Resident of any Condominium Unit or any tenant, guest or invitee of any Owner or Resident or for any property of any such Persons. Each Owner and Resident of a Condominium Unit and each tenant, guest and invitee of any Owner or Resident shall assume all risks associated with the use and enjoyment of the Property, without limitation, including all recreational facilities and the Community Center and Community Garden.

The Association, the Board, the managing agent, BCG, or the Declarant and its affiliates shall not be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence or malfunction of utility lines or utility sub-stations adjacent to, near, over, or on the Property. Each Owner and Resident of a Condominium Unit and each tenant, guest, and invitee of any Owner or Resident shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of utility lines or utility sub-stations, if any, and further acknowledges that the Association, the Board, the managing agent, BCG and, the Declarant and its affiliates have made no representations or warranties, nor has any Owner or Resident, or any tenant, guest, or invitee of any Owner or Resident relied upon any representations or warranties, expressed or implied, relative to the condition or impact of utility lines or utility substations, if any.

No provision of the Governing Documents shall be interpreted as creating a duty of the Association, the Board, the managing agent, BCG, or the Declarant and its affiliates to protect or further the health, safety or welfare of any individuals, even if the funds of the Association are used for any such purpose.

Each Owner (by virtue of his or her acceptance of title to his or her Condominium Unit) and each other Person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such use) shall be bound by this Section and shall be deemed to have waived any and all rights, claims, demands and causes of action against the Association, the managing agent, BCG, and the Declarant and its affiliates, their directors, officers, committee members, employees, agents, contractors, subcontractors, successors and assigns arising from or connected with any matter for which the liability has been disclaimed.

9.09 Change of Use of Common Area and Facilities. During the Declarant Control Period, without the approval or consent of the Members, and thereafter, pursuant to action of the Members taken at a duly called meeting of the Members, the Board shall have the power and right to change the use of portions of the Common Area and Facilities and Limited Common Area subject, however, to the rights of the Declarant hereunder. Any such change shall be pursuant to Board resolution stating that: (a) the present use or service is no longer in the best interest of the Owners, (b) the new use is for the benefit of the Owners, (c) the new use is consistent with any deed restrictions and zoning regulations restricting or limiting the use of the Common Area and Facilities, (d) the new use is consistent with the then effective Master Plan.

Notwithstanding the above, if after the Declarant Control Period the Board adopts a resolution which states that the change in use will not have an adverse effect on the Association and the Owners, the Board may give notice of the change to all Owners. The notice shall give the Owners a right to object within thirty (30) days of the notice. If less than ten percent (10%) of the Members who will be affected by the change submit written objections, the change shall be deemed approved, and a meeting shall not be necessary.

9.10 View Impairment. Neither the Declarant nor the Association guarantees or represents that any view from any Condominium Unit will be preserved without impairment or that any view will not be materially altered. Neither the Declarant nor the Association shall have the obligation to relocate, prune, or thin trees or other landscaping except as set forth in Article X. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

9.11 Relationship with Tax-Exempt Organizations. The Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area and Facilities to non-profit, tax-exempt organizations for the benefit of the Property, the Association, its Members and Residents. The Association may

contribute money, real or personal property or services to any such entity. Any such contribution shall be a Common Expense of the Association and included as a line item in the Association's annual budget.

For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as but not limited to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

9.12 Recycling Programs. The Board may establish a recycling program and recycling center or containers within the Property, and in such event all Residents shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program, center or containers are designed to accommodate. The Association may, but shall have no obligation to, purchase recyclable materials in order to encourage participation, and any income received by the Association as a result of such recycling efforts shall be used to reduce Common Expenses.

9.13 Wildlife Control. Declarant and the Association reserve the right to undertake such measures as may be appropriate to control wildlife within the Property and to prevent wildlife from becoming a nuisance or overly dependant upon The Garden at Homewood Place and its Residents. Owner's and Residents acknowledge that The Garden at Homewood Place is a community desirous of maintaining a habitat for wild birds and butterflies and an attractive community with gardens, however each Owner and Resident acknowledges the need to prevent such animals from becoming a nuisance or danger to the health, safety and welfare of Residents or other persons.

ARTICLE X—MAINTENANCE

10.01 Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, which shall include, but need not be limited to the following:

- (a) all Common Area and Facilities (excluding, however, Owner's Private Garden Installation, if any);
- (b) all water service facilities included in the Common Area which have not been dedicated to the municipality or other public body;
- (c) all perimeter walls or fences constructed by the Declarant surrounding the Property or which separate a Private Garden from the Common

Area;

- (d) if, and to the extent, required under applicable Municipality ordinances, landscaping, street lights and signage within public rights-of-way abutting the Property;
- (e) landscaping, mailboxes, benches, fences, pergolas, other hardscape elements, the Community Center and Community Garden intended for the use and enjoyment of all Residents;
- (f) any additional property included within the Area of Common Responsibility as may be required under the terms of this Declaration, any Supplemental Declaration, any Condominium Plat, or any contract or agreement for maintenance thereof entered into by, or which is binding upon, the Association;
- (g) any property or facility owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members and identified by written notice from the Declarant to the Association until the Declarant revokes such privilege by written notice to the Association; and
- (h) if the community is gated or has a gated emergency entrance, any electronic or mechanical gate opening devices in good operating condition and repair and compatible with the Municipality's electronic or other opening technology and systems.

The Association shall also have the right and power, but not the obligation, to take such actions and adopt such rules as may be necessary for control, relocation and management of wildlife, snakes, rodents, and pests, within the Area of Common Responsibility.

The Association may also maintain other property which it does not own, including, without limitation, property dedicated to public use and property subject to easements benefiting the Association and its Members, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard, to permit the Association or its Members' use and enjoyment of the property or easement and if otherwise permitted by applicable law.

Except as hereinafter provided in this Section, the costs of maintenance, repairs and replacement of the Common Area and Facilities and Areas of Common Responsibility shall be Common Expenses.

If during the Development Period the Association fails to properly perform its maintenance

responsibilities hereunder, the Declarant may, upon not less than ten (10) days notice and opportunity to cure such failure, cause such maintenance to be performed and in such event, the Association shall reimburse Declarant for all costs incurred.

10.02 Owner's Responsibility. Each Owner shall maintain his or her Condominium Unit (including all components of the Condominium Unit as set forth in Section 3.02 hereinabove), Private Garden area, Owner's Private Garden Installation, plants installed by or on behalf of the Owner or Resident, window boxes, light bulbs in fixtures attached to the interior and outside walls of the Condominium Unit, window and door glass and screens in a clean, attractive, healthy and safe condition and in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association hereunder or pursuant to a Supplemental Declaration. Additionally, each Owner shall be responsible for and bear the cost of clearing or unclogging drains, sewers, pipes and other plumbing including fixtures obstructed or impaired by objects placed in the system in the Condominium Unit. Owner shall further be responsible for and bear the cost of repairs to windows and doors for damage caused by pets and persons lawfully in the Condominium Unit and for damage due to freezing pipes as a result of inadequate heat in the Condominium Unit.

Without limiting the foregoing, the Board may request that an Owner water portions of Common Area around his or her Condominium Unit and his or her Private Garden. The Association may from time to time establish schedules, rules and limitations on watering by Residents and Owners or may direct an Owner or Resident to discontinue or curtail excessive or unnecessary watering or water usage. The Association may establish rules and guidelines for watering.

In addition to any other enforcement rights, if an Owner fails to perform properly his or her maintenance responsibility, the Association shall have the right, but not the obligation, to come upon such Owner's Condominium Unit, Limited Common Area and Private Garden and perform such maintenance responsibilities and assess all costs incurred as a Specific Assessment in accordance with Section 12.06(b). The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

10.03 Special Services: To the extent provided for in a Supplemental Declaration or by action of the Board, from time to time, the Association may furnish "Special Services" to a Condominium Unit or a group or groups of Condominium Units. By way of example and without limitation, a Special Service may include the repair of locks or the maintenance of the Private Garden or services typically provided by a handyman. The cost of furnishing a Special Service shall be assessed to the applicable Owner as a Specific Assessment under Section 12.06(a). The Association may also, by Board action or committee action, discontinue providing a Special Service. If the Association is required to furnish a Special Service to a Condominium Unit or Private Garden, but if a portion of the Condominium Unit or Private

Garden with respect to which the Special Service is to be furnished is obstructed with temporary or permanent improvements, personal property or other obstructions which make it difficult or impractical for the Association's agent or contractor to furnish the Special Service, the Association shall not be required to furnish the Special Service and, in such case, the Owner shall be responsible for furnishing the Special Service to such portion of the Condominium Unit, Limited Common Area or Private Garden at the Owner's sole cost and expense, so that the appearance of such portion of the Condominium Unit and Private Garden is within the Community-Wide Standards. Anything herein to the contrary notwithstanding, the Association shall not be obligated to furnish Special Services to an Owner, Resident, Condominium Unit or Private Garden.

10.04 Standard of Performance. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties, which may include irrigation, as the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants, as determined by the Board.

Without limiting the foregoing, the Board may establish standards for maintenance of portions of the Property which are higher than those generally required under the Community-Wide Standard.

Notwithstanding anything to the contrary contained herein, none of the Association, any Owner, Declarant and its affiliates or the managing agent shall be liable for property damage or personal injury occurring on, or arising out of, the condition of property which it does not own unless, and only to the extent that, it has been negligent in the performance of its maintenance responsibilities subject to provisions of Section 9.05 and 9.08 of this Declaration.

10.05 Alterations, Additions or Improvements. Except for those made by Declarant as provided in this Declaration, alterations, additions, substitutions, painting, color changes, changes which alter appearance, or improvements to the Common Area and Facilities (except Owner's Private Garden Installation, which may also require Board approval) may be made only pursuant to action of the Board. The Board may, in its sole discretion, withhold such approval and, further, shall not permit any changes which impair the visual or aesthetic quality of the community. The cost of any such alterations, additions or improvements to Common Area, except those made by Declarant during the Development Period, shall be charged to all Owners of Condominium Units in proportion to the Percentage Interest of the Condominium Unit.

ARTICLE XI—INSURANCE AND CASUALTY LOSSES

11.01 Association Insurance.

- (a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:
- (i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements within the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty, and all other elements of the building and the systems therein such as interior walls, the heating, ventilating, air-conditioning, plumbing and electrical systems, and door and window components, regardless of ownership, to the extent reasonably available. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes;
 - (ii) Commercial general liability insurance on the Area of Common Responsibility and the Limited Common Area (including the Private Garden area), insuring the Association, its Members and BCG for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least \$2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;
 - (iii) Workers compensation insurance and employer's liability insurance, if and to the extent required by law;
 - (iv) Directors' and officers' liability coverage;
 - (v) Commercial crime insurance, including fidelity insurance covering

all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth (1/6) of the total annual assessments then in effect, plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of individuals serving without compensation; and

(vi) Such additional insurance as the Board, in its business judgment, determines advisable.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the Base Assessment.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one (1) or more qualified individuals, at least one (1) of who must be familiar with insurable replacement costs in the metropolitan Chicago area. All Association policies shall provide for a certificate of insurance to be furnished, upon request, to each Member insured, to the Association and each Mortgagee.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 11.01(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners or Residents, or their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible as a Specific Assessment against such Owner(s) and their Condominium Units pursuant to Article XII.

All insurance coverage obtained by the Board shall:

- (i) Be written with a company authorized to do business in the State of Illinois which satisfies the requirements of the Fannie Mae, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;
- (ii) Be written in the name of the Association as trustee for the

benefited parties. Policies on the Common Area shall be for the benefit of the Association and its Members;

- (iii) Not be brought into contribution with insurance purchased by Owners, Residents, or their Mortgagees individually;
- (iv) Contain an inflation guard endorsement;
- (v) Include an agreed amount endorsement, if the policy contains a co-insurance clause;
- (vi) Provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area and Facilities or membership in the Association;
- (vii) Provide a waiver of subrogation under the policy against each Owner and each Resident;
- (viii) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and
- (ix) Include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one (1) or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

- (i) A waiver of subrogation as to any claims against the directors, committee members, officers, employees, and the Association's manager, the Owners, Residents and their respective tenants, servants, agents, and guests;
- (ii) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;
- (iii) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;
- (iv) An endorsement requiring at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;
- (v) A cross liability provision; and
- (vi) A provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement

negotiations, if any, related to the loss.

- (c) Damage and Destruction. Immediately after damage or destruction to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area and Facilities shall be repaired or reconstructed unless (i) at least eighty percent (80%) of the total vote in the Association, and (ii) the Declarant, during the Development Period, decide within sixty (60) days after the loss not to repair or reconstruct. However, if either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available, not to exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area and Facilities shall be repaired or reconstructed.

If determined in the manner described above that the damage or destruction to the Common Area and Facilities shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be distributed among all Owners.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy Special Assessments to cover the shortfall against the Owners.

11.02 Owners' Insurance. By virtue of taking title to a Condominium Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property

insurance for the full replacement cost of all insurable improvements on his or her Condominium Unit and Owner's Private Garden Installation to the extent insurance coverage, if any, is not obtained by the Association, less a reasonable deductible and to carry liability insurance on the Private Garden naming the Association as an additional insured.

Each Owner further covenants and agrees that if the Owner is required to carry property insurance for his or her Condominium Unit and Owner's Private Garden Installation, in the event of damage to or destruction of improvements on or comprising his or her Condominium Unit or Owner's Private Garden Installation, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved by the Board, regardless of whether the insurance proceeds are sufficient to pay the cost of such work.

ARTICLE XII—ASSESSMENTS

12.01 Creation of Assessments. The Association may levy assessments against each Condominium Unit for Association expenses as the Board may specifically authorize from time to time. There shall be three (3) types of assessments: (a) Base Assessments to fund Common Expenses for the general benefit of all Condominium Units; (b) Special Assessments; and (c) Specific Assessments. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these assessments.

Assessments shall be paid in such manner and by such dates as the Board may establish. Unless the Board otherwise provides, the Base Assessment for a Condominium Unit and any other assessment not due according to the terms of an invoice shall be due and payable in advance on the first day of each month; provided, that, upon the first conveyance of a Condominium Unit to a purchaser for value, the pro rata portion of such assessments for the balance of the month shall be due and payable upon conveyance of the Condominium Unit. If any Owner is delinquent in paying any assessments or other charges levied on his or her Condominium Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

The Association shall, upon request by an Owner, furnish to any Owner liable for any type of assessment a certificate in writing signed by an authorized Association officer setting forth whether such assessment has been paid and any delinquent amount. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

No Owner may exempt himself or herself from liability for assessments by non-use of Common Area and Facilities or the BCG Program, abandonment of his or her Condominium Unit or

Personal Garden, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, loss or diminution of use, or from any other action it takes.

12.02 Declarant's Obligation for Assessments. During the Declarant Control Period, Declarant may annually elect either to pay assessments on all of its Condominium Units that remain unsold throughout the entire fiscal year or to pay the shortage for such fiscal year. For purposes hereof, the "shortage" shall be the difference between:

- (a) the amount of all income and revenue of any kind received by the Association, including but not limited to, assessments collected on all other Condominium Units, use fees, advances made by Declarant, and income from all other sources; and
- (b) the amount of all actual expenditures incurred by the Association during the fiscal year, including any reserve contributions for such year, but excluding non-cash expenses such as depreciation or amortization, all expenditures and reserve contributions for making additional capital improvements or purchasing additional capital assets, and all expenditures made from reserve funds.

Calculation of the shortage shall be performed on a cash basis of accounting. Unless the Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. If the Declarant elects, or is deemed to elect, to pay the shortage for a particular fiscal year and there is no shortage for such fiscal year, then the Declarant shall not be obligated to any amounts to the Association under this Section with respect to such fiscal year.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for payment of Common Expenses. The payment of assessments or the shortage may be reduced or abated by the agreed value of any such services or materials provided in accordance with any such contract or agreement with the Association.

After termination of the Declarant Control Period, the Declarant shall pay assessments on its fully constructed, but unsold Condominium Units in the same manner as any other Owner.

12.03 Computation of Base Assessment. Not less than sixty (60) days before the

beginning of each fiscal year, the Board shall prepare a budget covering the Common Expenses estimated to be incurred during the coming year. The budget shall include a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 12.04, but shall not include expenses incurred during the Declarant Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs.

The Base Assessment shall be levied against all Condominium Units in proportion to the Percentage Interests subject to assessment and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including contributions to reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Condominium Units subject to assessment under Section 2.04 on the first day of the fiscal year for which the budget is prepared and the number of Condominium Units reasonably anticipated to become subject to assessment during the fiscal year.

After the Declarant Control Period, a budget and a proposed assessment may be disapproved at a meeting of the Members upon the vote of Voting Members representing at least a majority of the total Association vote and, if during the Development Period, by the Declarant. There shall be no obligation to call a meeting for the purpose of considering the budget and proposed assessment except on petition of the Voting Members as provided for special meetings in the Bylaws, which petition must be presented to the Board within thirty (30) days after notice of the proposed assessments. Notice of proposed assessments shall be mailed by regular first class mail to each Owner at the address of the Condominium Unit or as otherwise directed in writing by the Owner. If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

The Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of amounts (in addition to any amounts paid by Declarant under Section 12.02), which may be either a contribution, an advance against future assessments due from the Declarant, or a loan, in the Declarant's discretion. Any such payments shall be disclosed as a line item in the Common Expense budget. The payment of such amounts in any year shall not obligate the Declarant to continue such payments in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

12.04 Reserve Budget and Capital Contribution. The Board shall annually prepare a reserve budget which takes into account the number and nature of replaceable assets within the Area of Common Responsibility, the expected life of each asset, and the expected repair or replacement cost. Such reserve budgets may also anticipate making additional capital improvements and purchasing additional capital assets. The Board shall include in Base

Assessments reserve contributions in amounts sufficient to meet these projected needs. So long as the Board exercises business judgment in determining an adequate amount of reserves, the amount of the reserve fund shall be considered adequate.

The Board may adopt resolutions regarding the expenditure of reserve funds, including policies designating the nature of assets for which reserve funds may be expended. During the Development Period, neither the Association nor the Board shall adopt, modify, limit or expand such policies without the Declarant's prior written consent.

12.05 Special Assessments. In addition to other authorized assessments, subject as provided below, the Board may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted, including unbudgeted capital expenditures. Any such Special Assessment may be levied against all Condominium Units, if such Special Assessment is for Common Expenses. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. Such Special Assessments shall become effective unless (a) disapproved at a meeting of the Owners by the vote of Voting Members representing at least two-thirds (2/3) of the total votes in the Association, or (b) if, during the Development Period, the Special Assessment is disapproved by the Declarant.

There shall be no obligation to call a meeting for the purpose of considering Special Assessments except on petition of the Voting Members or Owners as provided for special meetings in the Bylaws, which petition must be presented to the Board within thirty (30) days after notice of the Special Assessment to Owners.

12.06 Specific Assessments. The Board may levy "Specific Assessments" against particular Condominium Units for expenses incurred or to be incurred by the Association, as follows:

- (a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or Special Services to the Condominium Unit or Residents thereof, which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;
- (b) upon a vote of the Association, to cover the estimated repair costs and reserve necessary to have sufficient funds to repair or replace such portions of the optional attached sunroom selected by some Owners (as a part of their purchase from Declarant) which constitute a part of the Common Area and Facilities, provided, however, any such Specific Assessment shall not exceed five percent (5%) of the amount of the Base Assessment applicable to the particular Condominium

Unit; and

- (c) to cover costs incurred in bringing a Condominium Unit or Private Garden into compliance with the terms of the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or Residents of the Condominium Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Condominium Unit Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this subsection (b).

12.07 Creation of Lien and Personal Obligation: The Declarant for each Condominium Unit hereby covenants, and each Owner of a Condominium Unit by acceptance of a deed therefor (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 or the Owner's Condominium Unit or the Owner's Private Garden Installation. Each Charge, together with interest thereon, late charges, and reasonable costs of collection (including attorney's fees), if any, as hereinafter provided, shall be a continuing lien upon the Condominium Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Condominium Unit 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.

12.08 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 eighteen percent (18%) or less, if required by law, per annum from the due date to the date when paid and the Association may assess a reasonable late fee and may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, late fees, 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), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit.

12.09 Lien for Charges Subordinated to Mortgages: The lien for a Charge, provided for in Section 12.07, shall be subordinate to a Mortgage on the Condominium Unit which was recorded prior to the date that the lien for any such Charge attached. Except as hereinafter provided, the lien for Charges, provided for in Section 12.07, shall not be affected or discharged by any sale or transfer of a Condominium Unit. Where title to a Condominium Unit is transferred pursuant to a decree of foreclosure of the Mortgage or by deed or assignment in lieu of foreclosure of the Mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Condominium Unit shall be personally liable for his or her share of the Charges with respect to which a lien against his Condominium Unit 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 Base Assessment, Specific Assessment, or Special Assessment, and non-payment thereof shall result in a lien against the transferee's Condominium Unit, as provided in this Article.

12.10 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Condominium Unit on the first day of the month following: (a) the month in which the Condominium Unit is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later.

12.11 Failure to Assess. Failure of the Board to fix assessment amounts or rates or to post, deliver or mail each Owner an assessment notice shall not be deemed to be a waiver, modification, or release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Specific Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

12.12 Exempt Property. The following property shall be exempt from payment of Base Assessments, Specific Assessments and Special Assessments:

- (a) All Common Area and Facilities and such portions of the property owned by the Declarant as are included in the Area of Common Responsibility pursuant to Section 10.01; and
- (b) Any property dedicated to and accepted by any governmental authority or public utility.

12.13 Utility Costs Billed to Owners: Certain utility charges incurred in connection with the use, operation and maintenance of the Common Area and Facilities may not be separately metered to the Common Area and Facilities. If such charges are metered to an individual Condominium Unit rather than being separately metered for the Common Area and Facilities, then the following shall apply:

- (a) If, in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost of such service, then no adjustment shall be made and each Owner shall pay his or her own bill; or
- (b) If, in the opinion of the Board, the Owner of a Condominium Unit is being billed disproportionately for costs allocable to the Common Area and Facilities, then the Association shall pay, or reimburse such

Owner, an amount equal to the portion of the bill which in the reasonable determination of the Board is properly allocable to the Common Area and Facilities, as the case may be, and the amount thereof shall be Common Expenses.

Any determinations or allocations made hereunder by the Board shall be final and binding on all parties.

ARTICLE XIII—USE RESTRICTIONS

The Property shall be used only for residential, recreational, and related purposes which may include, without limitation, offices for any managing agent or agents retained by the Association or business offices for the Declarant or the Association consistent with this Declaration and any Supplemental Declaration. Any Supplemental Declaration or additional covenants imposed on the Property or Rules and Regulations of the Board may impose stricter standards than those contained in this Article and the Association shall have standing and the power to enforce such standards.

13.01 Signs. No sign shall be erected within the Property without the written consent of the Board, except those required by law, including posters, circulars and billboards; provided, one (1) "for sale" (but not "for rent" or "for lease") sign appearing professionally prepared not exceeding 11 inches by 17 inches may be placed by the Owner on the inside of a window of his or her Condominium Unit and security system signs and decals may be placed on windows, doors and discretely outside the Condominium Unit or as otherwise limited by the Board. During the Development Period, the Declarant shall have the right to erect or permit signs as it, in its sole discretion, deems appropriate, including, without limitation, "for sale", "sold", promotional, development, construction, entry and directional signs.

13.02 Vehicles and Parking. Except when used in connection with construction, repair, delivery, or other such authorized activity on the Property or by or with the consent of Declarant during the Development Period, no commercial vehicle, recreational vehicle, snow mobile, motorcycle or other motorized vehicle and no boat, trailer, hitch or other similar personal property shall at any time be parked or stored on any portion of the Property other than in a garage.

There shall be no parking on roads or driveways designated as "fire lanes" by the Municipality or as prohibited by the Board, Declarant or the Municipality or in any manner that obstructs or may obstruct emergency vehicles or ingress or egress to a Condominium Unit. Subject to the provisions of the Governing Documents, vehicles permitted herein may be parked in front of the garage doors of a Condominium Unit only with the permission of the Owner or Resident of such Condominium Unit. The Board may establish such other parking rules and regulations as it

deems appropriate for the safety, welfare and security of the Residents and the Property.

13.03 Occupants Bound. All provisions of the Governing Documents shall also apply to all Residents, guests, and invitees of any Condominium Unit. Every Owner shall cause all Residents, guests and invitees of his or her Condominium Unit to comply with the foregoing, and every Owner shall be responsible for all violations and losses to the Common Area and Facilities caused by such Residents, guests and invitees notwithstanding the fact that such Residents, guests and invitees of a Condominium Unit are fully liable and may be sanctioned for any violation. If the act or omission of an Owner, Resident, guest, household member, visitor, invitee, family member or household pet of such Owner, shall cause damage to the Common Area and Facilities or to a Unit owned by another Owner, or maintenance, repair, or replacements shall be required that shall otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, to the extent that such damage is not covered by fire or other form of hazard insurance.

13.04 Animals and Pets. No animals of any kind, including livestock and poultry, shall be raised, bred, or kept on any portion of the Property, except that for each Condominium Unit there shall be permitted up to a total of two (2) dogs or three (3) cats or a combination of dogs and cats not to exceed three (3) in total, and a reasonable number, as determined by the Board, of other usual and common household pets, subject to compliance with applicable local codes. In no event, however, shall monkeys, snakes, pigs, ferrets or animals which may be regarded as "dangerous" or "wild" if loose be permitted in any Condominium Unit. Pets are not allowed to roam free and are not allowed in the Community Center or Community Garden. Pets which are permitted to roam free, or which, in the sole discretion of the Association, make objectionable noise, endanger the health or constitute a nuisance or inconvenience to the Owners of other Condominium Units or the owner of any portion of the Property shall be removed from the Property upon request of the Board. If the Owner fails to honor such request, the Board may remove the pet. The Board may adopt reasonable rules designed to minimize damage and disturbance to other Owners and Residents, including rules requiring damage deposits, waste removal, leash controls, noise controls, pet occupancy limits based on size or weight and facilities of the Condominium Unit and fair share use of the Common Area and Facilities; provided, however, any rule prohibiting the keeping of ordinary household pets shall apply prospectively only and shall not require the removal of any pet which was being kept on the Property in compliance with the rules in effect prior to the adoption of such rule. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of Residents or from requiring abatement of any nuisance or unreasonable source of annoyance. No pets shall be kept, bred, or maintained for any commercial purpose.

13.05 Quiet Enjoyment. Nothing shall be done or maintained on any part of a Condominium Unit or Private Garden which emits foul or obnoxious odors outside the

Condominium Unit or Private Garden or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the Residents and invitees of other Condominium Units. No activity shall be carried on upon any portion of the Property, which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the Residents and invitees of other Condominium Units.

13.06 Unightly or Unkempt Conditions. All portions of the Property outside the Condominium Unit shall be kept in a clean and tidy condition at all times. Each Owner shall be responsible to keep clean and tidy his or her Private Garden. No rubbish or debris of any kind shall be placed or permitted to accumulate adjacent to any Condominium Unit so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other portion of the Property. No other nuisance shall be permitted to exist or operate in any Condominium Unit or private Garden so as to be offensive or detrimental to any other portion of the Property. No activities shall be conducted in or adjacent to any Condominium Unit or Private Garden which are or might be unsafe or hazardous to any Person or property. No open fires shall be lighted or permitted on the Property, except in an approved outdoor fireplace, in a barbecue unit while attended and in use for cooking purposes or in a properly planned and supervised burn to control weeds and invasive plants in the detention area or other appropriate area. No Owner shall engage in any activity which materially disturbs or destroys the vegetation, wildlife, or air quality within the Property or which results in unreasonable levels of sound or light pollution or which conflicts with the applicable Community-Wide Standards. No benches, tables or chairs shall be left on, nor athletic equipment, basketball hoops, lawn ornaments, structures, or other such items placed upon the Common Areas and Facilities without the prior consent of the Board and subject to any Rules and Regulations or other limitations or restrictions established by the Board. The Board or Declarant during the Development Period may designate an area or areas for low impact recreational activities such as bocci ball, horseshoes, birding and gardening.

13.07 Antennae. Standard TV antennas to be located in the attic space, if any, above the garage and other over-the-air reception devices so located shall be permitted provided that they are professionally installed in a safe manner in accordance with applicable manufacturers specifications and they do not interfere with the use and enjoyment of any other Condominium Unit. Satellite dishes of less than twenty inches (20") in diameter shall be permitted upon the Property, but shall be located in as unobtrusive a location as possible. Subject to prior Board approval as to size, location and manner of installation, each Owner is hereby granted an easement on the exterior wall of his or her Condominium Unit to professionally affix a satellite dish conforming to the limitations herein or otherwise established by the Board. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus (of any size) for a master antenna, cable, or other communication system for the benefit of all or any portion of The Garden at Homewood Place, should any master system or systems require such exterior apparatus. Such Owner shall be responsible for any damage caused by such installation, the cost of removing such installation

and for restoration of such Common Area and Facility to original condition.

13.08 Fences. No wall, dog run, animal pen, or fence of any kind shall be constructed on any Common Area, except as initially done by or through Declarant or as otherwise approved by the Board, in the Board's sole discretion, consistent with any Property-wide guidelines that the Association may or may not establish.

13.09 Exterior Lighting. Except for seasonal holiday decorative lights, which may be displayed between November 15 and January 15 only, the Board must approve all exterior lights.

13.10 Time-Sharing. No Condominium Unit shall be made subject to any type of timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Condominium Unit rotates among members of the program on a fixed or floating time schedule over a period of years.

13.11 Firearms/Fireworks. The discharge of firearms or fireworks within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Nothing herein shall be construed to prohibit the Declarant or the Association from using portions of the Common Area from time to time to put on a fireworks show.

13.12 Pesticide: Pest and Weed Control. The Board may establish procedures and limitations with respect to the use of pesticides, insecticides, chemicals and other such materials in the Common Areas, without limitation, including the Private Gardens. The use of insecticides, herbicides and other pest control chemicals and substances not expressly approved by the Board and by Declarant during the Declarant Control Period is prohibited.

13.13 Business Use: Leasing. No business or trade, garage sale, moving sale, rummage sale, or similar activity shall be conducted in or from any Condominium Unit or Private Garden, except that an Owner or Resident may conduct ancillary business activities within the Condominium Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Condominium Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve regular visitation of the Condominium Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of Residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. "Business and trade" shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the family of the producer of

mechanized snow vehicles within the Property is prohibited.

13.18 Skiing. Cross-country skiing within the Property shall be restricted to marked trails, if any, established by the Association.

13.19 Bird and Squirrel Houses. No Private Garden shall be allowed to have more than three (3) bird, squirrel or similar houses and feeders or combinations thereof, and such houses shall be mounted on a pole or poles so that the total height of the pole(s) and house(s) and feeder(s) does not exceed seven (7) feet. With exception of the foregoing, feeding of wildlife by Residents is prohibited, except pursuant to a program established or approved by the Board.

13.20 Flags and Flagpoles. Except by the Association in the Common Area and Facilities, no flagpole shall be erected on the Property. For purposes of displaying a flag, Owners may utilize a flag-holder, if any, installed by Declarant or the Association on the fence around the Private Garden or on the side of the Condominium Unit.

13.21 Water Elements. Subject to Declarant approval during the Declarant Control Period and the Board thereafter as to design, size, and function, Owner may install a safe, shallow water element, pond or fountain in the Private Garden.

13.22 Drainage Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions, debris or fluids other than water shall be placed in these areas. No Person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across the Property for the purpose of altering drainage and water flow.

13.23 Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any Condominium Unit.

13.24 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation other than high quality silk foliage and flowers shall be permitted on the exterior of any portion of the Property except in the Private Garden or other Limited Common Area. Exterior sculpture, structures, fountains, trellises, pergolas and similar items located in the Private Garden and visible from a roadway or common driveway must be approved by the Board or meet guidelines, if any, established by the Board or permitted in this Declaration. Owner may not place such items or other structures in any other portions of the Common Area and Facilities.

13.25 Smoking. There shall be no smoking in the Community Center or the Community Garden.

13.26 Alcoholic Beverages. There shall be no alcohol served or consumed in the

Community Center, the Community Gardens or elsewhere in the Common Area and Facilities; provided, however, light alcohol consumption is permitted in a Private Garden. Upon an affirmative vote of two-thirds (2/3) of the Voting Members, the Association may establish rules and guidelines which permit light consumption of alcohol in the Community Center and Community Gardens, but only during an event for which an Owner has reserved an entire room in the Community Center and then only in accordance with the rules, regulations and conditions that the Association may, in its sole discretion, establish.

13.27 Community Center Use by Non-Residents. The Community Center is intended for the use of Residents and their guests. Use of the Community Center shall be subject to rules and limitations established from time to time by the Board. A Person who is not a Resident (including, without limitation, any Person under the age of 19 years) may use the Community Center only if one of the following conditions are met: a) A Resident responsible for the Person is also present in the Community Center; b) The Person has been expressly authorized to use the Community Center by the Board; or c) During the Development Period, the Person has been expressly authorized to use the Community Center by the Declarant.

13.28 Window Treatments. The use and the covering of the interior surfaces of the windows, whether by draperies, drapery linings, shades, blinds or other items visible from the exterior of the Condominium Unit shall be in the colors white, light gray or light beige and shall be subject to the Rules and Regulations.

13.29 Gated Entrance and Security. The Garden at Homewood Place has a gated entrance which may be opened, closed and operated in accordance with Rules and Regulations and procedures established by the Board and may be made operational at such times and days as established from time to time by the Board. Each Owner will obey such rules and regulations and the procedures for operating the gates during such times when such gates are in operation.

ARTICLE XIV—EASEMENTS

14.01 Easements of Encroachment. The Declarant reserves to itself and grants to the Association and to each Condominium Unit reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Condominium Unit and any adjacent Common Area and Facilities and between adjacent Condominium Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

14.02 Easements for Utilities. (a) There are hereby reserved to the Declarant during the Development Period, and granted to the Association, and the designees of each (which may include, without limitation, the Municipality, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Property (but not through a structure) to the extent reasonably necessary to install, replace, repair, and maintain cable television systems, master television antenna systems, security systems, communication systems, fiber optics, computer lines and similar systems, roads, walkways, bicycle pathways, trails, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity. The Declarant and/or the Association may assign these rights to any local utility supplier, cable company, security company or other company providing a service or utility to the Property subject to the limitations herein. Each Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. In addition, each Owner, by accepting any interest in a Condominium Unit, is deemed to appoint the Association as such Owner's attorney-in-fact for the purposes of granting permits, licenses and easements over the Common Area for utilities, roads and other purposes which the Board or Declarant may deem necessary or appropriate to the operation of the Property.

Each Owner, by acceptance of a deed or contract of sale to a Condominium Unit acknowledges that the Property is subject to easements not necessarily set forth in this Declaration but disclosed in the Public Records, Condominium Plat, planned unit development plat or the plat of subdivision, each as may be applicable.

This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any Condominium Unit or Private Garden, and any damage to a Condominium Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Condominium Unit. Each Owner, by acceptance of a deed to the Condominium Unit acknowledges that utilities, wires, pipes and other such items may be located in, under or through the Private Garden and that the easements described herein may run in, under, through and over the Private Garden. Any disturbance, digging or excavation in a Private Garden for repair, installation or access to such improvements will be done in a reasonable manner with an effort to reduce disruption and damage to the Private Garden area. Owner acknowledges that because of the unique nature of some Private Gardens, complete restoration to the condition prior to such disturbance is not reasonable or possible.

Declarant specifically grants to the local utility suppliers easements across the Property for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the structures on any Condominium Unit, nor shall any utilities be installed or relocated on the Property, except as approved by the Board or Declarant.

(b) There is hereby reserved to the Declarant during the Development Period, the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the development and construction of improvements on the real estate described on Exhibits A.

14.03 Easements to Serve Additional Property. During the Development Period, the Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area and Facilities for the purposes of enjoyment, use, access, and development of the real estate described in Exhibit A and adjoining real estate, whether or not such real estate is made part of the Property. This easement includes, but is not limited to, a right of ingress and egress over the Common Area and Facilities for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area and Facilities as a result of vehicular traffic connected with development of such real estate. Declarant further agrees that if the easement is exercised for permanent access to such real estate and such real estate or any portion thereof benefiting from such easement is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such real estate.

14.04 Easements for Cross-Drainage. The Declarant hereby reserves for itself and grants to the Association an easement across every Limited Common Area and Common Area and Facilities for natural drainage of storm water runoff from other portions of the Property, the real estate described in Exhibit A and any other real estate which Declarant annexes to The Garden at Homewood Place; provided, no Person shall alter the natural drainage on any Condominium Unit, Limited Common Area or Common Area to increase materially the drainage of storm water onto adjacent portions of the Property without the consent of the Owner(s) of the affected property, the Board, and, during the Development Period, the Declarant.

14.05 Right of Entry. The Declarant hereby grants to the Association an easement of access and right, but not the obligation, to enter all portions of the Property, including each Condominium Unit, for emergency, security, and safety reasons. Such right may be exercised by the authorized agents of the Association, its Board, officers, or committees, and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry into a Condominium Unit shall be only during reasonable hours and after notice to and permission from the Owner thereof. This easement includes the right to enter any Condominium Unit and Limited Common Area to cure any condition which increases the risk of fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board, but does not authorize entry into any dwelling when such Owner objects to entry or such entry is otherwise barred or limited by law, except by emergency personnel acting in their official capacities. The Municipality is

hereby granted the right of access in and through the Property for emergency and public safety equipment, including, but not limited to fire, ambulance and police equipment.

14.06 Easements for Maintenance and Enforcement; Entry. The Declarant hereby grants to the Association and its authorized agents, a perpetual easement and right to enter all portions of the Property, including each Private Garden to (a) perform its maintenance responsibilities under Article X, and (b) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry into a Condominium Unit shall be only during reasonable hours and after notice to and permission from the Owner. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, and the Association at its expense shall repair any damage.

The Declarant grants to the Association an easement and the right to enter a Private Garden to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Governing Documents and to furnish services required or permitted to be furnished by the Association hereunder or under any Supplemental Declaration. All costs incurred, including reasonable attorneys' fees, shall be assessed against the violator as a Specific Assessment.

14.07 Declarant's Perpetual Easement. Declarant hereby reserves for itself and its assigns a perpetual easement and right to enter upon and in the Common Areas and Facilities for purposes of viewing and photographing the Property and the improvements thereon and therein.

ARTICLE XV—MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Condominium Units on the Property. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

15.01 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Condominium Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Condominium Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

- (b) Any delinquency in the payment of assessments or charges owed by a Condominium Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration or Bylaws relating to such Condominium Unit or the Owner or Resident which is not cured within sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (c) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

15.02 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Condominium Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

15.03 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Condominium Unit.

15.04 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action and granted such consent if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE XVI—SPECIAL DECLARANT RIGHTS

16.01 Special Declarant Rights. The Declarant reserves the following rights and powers ("Special Declarant Rights"):

- (a) The rights and powers designated in this Declaration as being rights and powers of the Declarant to be exercised, during the Development Period, including, without limitation, the following:
 - (i) To complete any improvements indicated on any Condominium Plat, development plans, if any, filed with this Declaration or Supplemental Declaration, improvements intended to be

constructed on the real estate described on Exhibit A as same may be supplemented or amended from time to time, or the Master Plan as may be amended from time to time;

- (ii) To add or withdraw real property from the terms of this Declaration and any Supplemental Declaration as provided in Article II;
 - (iii) To maintain sales offices, management offices, signs advertising on the property described on Exhibit A, as set forth in Section 16.03;
 - (iv) To use easements through the Common Area and Facilities for the purpose of making improvements and construction within the real property described on Exhibit A, as set forth in Section 16.04 and for the purposes described in Section 14.07;
 - (v) To use the Common Area and Facilities for special events as set forth in Section 16.08 without the payment of any fee or charge;
 - (vi) To implement BCG Programs; and
 - (vii) To furnish maintenance services, including, without limitation, watering of grass and other landscaping on portions of the Property.
- (b) The rights and powers designated herein as being rights and powers of the Declarant to be exercised during the Declarant Control Period including, without limitation, the right and power to appoint and remove any director or officer of the Association as provided in the Bylaws.

16.02 Transfer of Special Declarant Rights.

- (a) Assignment. The Declarant may assign any Special Declarant Rights, or other special rights and obligations of the Declarant set forth in this Declaration or the Bylaws to any affiliate of the Declarant, or Declarant may allow any affiliate of the Declarant to exercise such rights on behalf of the Declarant. The method of exercising such rights shall be subject to the agreement of the parties thereto, which shall not require recordation in the Public Records.

- (b) Transfer. Any or all of the Special Declarant Rights, or any of the other special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the Bylaws. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

16.03 Models, Sales Offices and Management Offices. During the Development Period and for the period of twelve (12) months thereafter, the Declarant may maintain and carry on in any Condominium Unit owned by Declarant or any portion of the Common Area and Facilities, without limitation, including the Community Center and Community Gardens, such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Condominium Units, Common Area and Facilities or other real estate, including, but not limited to, business offices, construction offices and trailers, signs, model units, marketing trails, and sales offices. The Declarant shall have easements for access to and use of such facilities. Except as provided below, the Declarant's right to use the Common Area and Facilities for purposes stated in this paragraph shall not be exclusive and shall not unreasonably interfere with use of such Common Area and Facilities by Owners. Without limiting the foregoing, the Declarant hereby reserves to itself an exclusive easement and exclusive right to use such portion of the Community Center and Community Gardens as it shall elect as a sales office during the period provided for above. Declarant shall pay a reasonable portion of the cost of utilities, upkeep and wear and tear caused by it, if any, of the Community Center and Community Gardens to compensate for its use.

16.04 Construction of Improvements/Removal of Property. The Declarant and its employees, agents and designees shall also have a right and easement during the Development Period and for a period of twenty-four (24) months thereafter over and upon all of the Common Area and Facilities for the purpose of (a) making, constructing and installing such improvements to the Common Area and Facilities as it deems appropriate in its sole discretion or (b) removing peat moss, dirt, gravel, trees, bushes, or other landscaping, and other material as the Declarant deems appropriate in its sole discretion. The Declarant shall not be obligated to pay or otherwise account to the Association for any material removed from the Common Area and Facilities under (b) above.

16.05 Other Covenants Prohibited. During the Development Period, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's prior written consent. Any instrument recorded without such consent shall result in such instrument being void and of no force and effect unless subsequently approved in writing by the Declarant and recorded in the Public Records.

16.06 Master Planned Community. Each Owner, by accepting a deed or title to a Condominium Unit and becoming an Owner, and each other Person, by acquiring any interest in the Property, acknowledges awareness that The Garden at Homewood Place is a master planned community, the development of which is likely to extend over one or more years, and agrees not to protest or otherwise object to (a) zoning or changes in zoning or to uses of, or changes in density of, the Property and the real estate described in Exhibit A during the Development Period, or (b) changes in any conceptual or master plan for the Property and the real estate described in Exhibit A, including, but not limited to, the Master Plan; provided, such revision is or would be lawful (including, but not limited to, lawful by special use permit, variance or the like) and is not inconsistent with what is permitted by the Declaration (as amended from time to time).

16.07 Equal Treatment. During the Development Period and for a period of twenty-four (24) months thereafter, the Association shall not, without the prior written consent of the Declarant, adopt any policy, rule or procedure that:

- (a) Limits the access of the Declarant, its successors, assigns and/or affiliates or their personnel and/or guests, including visitors, to the Common Area and Facilities;
- (b) Limits or prevents the Declarant, its successors, assigns and/or affiliates or their personnel from advertising, marketing or using the Association or its Common Area and Facilities in promotional materials;
- (c) Impacts the ability of the Declarant, its successors, assigns and/or affiliates, to carry out to completion its development plans and related construction activities for The Garden at Homewood Place, as such plans are expressed in the Master Plan, as such may be amended and updated from time to time. Policies, rules or procedures affecting the provisions of existing easements established by the Declarant and limiting the establishment by the Declarant of easements necessary to complete The Garden at Homewood Place shall be expressly included in this provision. Easements that may be established by the Declarant shall include but shall not be limited to easements for development, construction and landscaping activities and utilities; or
- (d) Impacts the ability of the Declarant, its successors, assigns and/or affiliates to develop and conduct customer service programs and activities in a customary and reasonable manner.

The Association shall not exercise its authority over the Common Area and Facilities (including,

but not limited to, any gated entrances and other means of access to the Property or the Exhibit A property) to interfere with the rights of the Declarant set forth in this Declaration or to impede access to any portion of the Property or the Exhibit A property over the streets and other Common Area and Facilities within the Property.

16.08 Right to Use Common Area and Facilities for Special Events. During the Development Period and for the period of twelve (12) months thereafter, the Declarant shall have the right to use all Common Area and Facilities, including the Community Center and Community Gardens, for up to twenty-one (21) days each year to sponsor special events for charitable, philanthropic, political, or marketing purposes as determined by the Declarant in its sole discretion. Any event described in this Section 16.08 shall be subject to the following conditions:

- (a) the availability of the facilities at the time a request is submitted to the Association;
- (b) the Declarant shall pay all costs and expenses incurred and shall indemnify the Association against any loss or damage resulting from the special event; and
- (c) the Declarant shall return the facilities and personal property owned by the Association and used in conjunction with the special event to the Association in the same condition as existed prior to the special event.

The Declarant shall have the right to assign the rights contained in this Section 16.08 to charitable organization, foundations or other not-for-profit organizations selected by the Declarant. The Declarant's right to use the Common Area and Facilities for special events shall be enforceable by injunction, by any other remedy in law or equity, and by the terms of this Declaration.

16.09 Sales By Declarant. Notwithstanding the restriction set forth in Section 6.01, Declarant reserves the right to sell, at its sole election, Condominium Units to Persons between the ages of 50 and 55, inclusive years of age; provided, such sales shall not affect The Garden at Homewood Place's compliance with all applicable state and federal laws under which the Property may be developed and operated as an age-restricted community.

ARTICLE XVII—DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

17.01 Prerequisites to Actions Against Declarant. Prior to any Owner or the Association filing a civil action, undertaking any action in accordance with Section 17.02, or

retaining an expert for any such action against Declarant, BCG, contractor or subcontractor of any portion of The Garden at Homewood Place, the Owner or the Board, as appropriate, shall notify and meet with the Members to discuss the alleged problem or deficiency. Moreover, prior to taking any action, the potential adverse party shall be notified of the alleged problem or deficiency and provided reasonable opportunity to cure the problem.

17.02 Consensus for Association Litigation. Except as provided in this Section after the Declarant Control Period, the Association shall not commence a judicial or administrative proceeding without first providing at least twenty-one (21) days written notice to its Members of a special meeting to consider such proposed action. Taking such action shall require the affirmative vote of Owners of seventy-five percent (75%) of the total number of Condominium Units in the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Governing Documents (including, without limitation, the collection of assessments and the foreclosure of liens); (b) counterclaims brought by the Association in proceedings instituted against it; or (c) actions to protect the health, safety, and welfare of the Members. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

17.03 Alternative Method for Resolving Disputes. Declarant, the Association, and their respective officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Property, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances, or disputes described in Section 17.01 ("Claims") shall be resolved using the procedures set forth in Section 17.04 in lieu of filing suit in any court.

17.04 Claims. Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application, or enforcement of the Governing Documents, or the rights, obligations, and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Property shall be subject to the provisions of Section 17.05.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not constitute a Claim and shall not be subject to the provisions of Section 17.05:

- (a) any suit by the Association against any Bound Party to enforce the provisions of Article XII;
- (b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief

as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article XV and Article XVI;

- (c) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;
- (d) any suit in which any indispensable party is not a Bound Party; and
- (e) any suit as to which any applicable statute of limitations would expire within ninety (90) days of giving the Notice required by Section 17.05(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 17.05.

17.05 Mandatory Procedures.

- (a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:
 - (i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;
 - (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
 - (iii) Claimant's proposed remedy; and
 - (iv) that Claimant will meet with Respondent to discuss good faith ways to resolve the Claim.
- (b) Negotiation and Mediation. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

If the Parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of an independent agency providing dispute resolution services in the geographic area of the Property.

If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a written notice of termination of the mediation proceedings. The notice of termination of mediation shall set forth that the Parties are at an impasse and the date that mediation was terminated.

17.06 Allocation of Costs of Resolving Claims. Each Party shall bear its own costs, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator.

17.07 Enforcement of Resolution. After resolution of any Claim through negotiation or mediation, if any Party fails to abide by the terms of any agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 17.05. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one (1) non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

17.08 Attorneys' Fees. In the event of an action instituted to enforce any of the provisions contained in the Governing Documents, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs, including administrative and lien fees, of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Specific Assessment and Charge with respect to the Condominium Unit involved in the action.

ARTICLE XVIII—GENERAL PROVISIONS

18.01 Term. Unless otherwise provided by Illinois law, in which case such law shall control, this Declaration shall run with the land and have perpetual duration. This Declaration may be terminated only by an instrument signed by Owners of at least ninety percent (90%) of the total Condominium Units within the Property and, during the Development Period, the Declarant, which instrument is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

18.02 Amendment. Prior to the conveyance of the first Condominium Unit to an Owner, Declarant may unilaterally amend this Declaration. After the conveyance of any Condominium Unit to an Owner, other than amendments by Declarant permitted herein which may be executed unilaterally by the Declarant during the Development Period in the exercise of its rights of development or Declarant's other rights herein, or amendments executed by the Association, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of seventy-five percent (75%) of the total vote in the Association, and the consent of the Declarant during the Development Period, except as otherwise expressly provided in this Declaration.

During the Development Period, the Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Condominium Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Fannie Mae or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Condominium Units; (iv) to enable any reputable private insurance company to insure mortgage loans on the Condominium Units; (v) to satisfy the requirements of any local, state or federal governmental agency for the development, marketing, and sale of Condominium Units or (vi) to correct errors, or resolve inconsistencies or ambiguities in this Declaration or any Exhibit hereto or any Supplemental Declaration.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Amendments to this Declaration, except amendments permitted by Declarant as set forth herein, shall be prepared, executed, recorded and certified by the President of the Association.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant during the Development Period and for a period of twenty-

four (24) months thereafter.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one (1) year of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

18.03 Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

18.04 Cumulative Effect: Conflict. The provisions of this Declaration shall be cumulative with any additional covenants and restrictions provided for in any Supplemental Declaration, and the Association may, but shall not be required to, enforce such additional covenants and restrictions. Nothing herein shall preclude any Supplemental Declaration or other recorded covenants and restrictions applicable to any portion of the Property from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

18.05 Use of the Words "The Garden at Homewood Place". No Person shall use the words "The Garden at Homewood Place" or any derivative in any printed or promotional material without the Declarant and Villas of America LLC's prior written consent. However, Owners may use the terms "The Garden at Homewood Place" in printed or promotional matter where such term is used solely to specify that particular property is located within The Garden at Homewood Place and the Association shall be entitled to use the words "The Garden at Homewood Place" in its name.

18.06 Marks. Any use by the Association of names, marks or symbols of Declarant, Villas of America LLC, Beautiful Communities With Gardens or any of their affiliates (collectively "Marks") shall inure to the benefit of the respective entity and shall be subject to such entity's periodic review for quality control. The Association shall enter into license agreements with such entity, terminable with or without cause and in a form specified by such entity in its sole discretion, with respect to permissive use of certain Marks. The Association shall not use any Mark without the affected entity's prior written consent which consent such entity may withhold for any reason and for no reason.

18.07 Compliance. Every Owner and Resident of any Condominium Unit shall comply with this Declaration, the Bylaws, and the rules of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, by the Association or, in a proper case, by any aggrieved Condominium Unit Owner(s), subject, however, to the provisions of Article XVII.

18.08 Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to a Condominium Unit shall give the Board at least ten (10) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, the names and ages of all intended Occupants including the Age-Qualified Occupant(s), and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Condominium Unit, including assessment obligations, in the case of a sale, until the date upon which such notice is received by the Board, notwithstanding the transfer of title. The Owner desiring to sell or otherwise transfer his or her Condominium Unit shall deliver a signed statement from the prospective transferee acknowledging that the transferee has read and understands the Age-Qualification requirements and restrictions on Occupancy set forth in this Declaration which govern the use and occupancy of the Condominium Unit and has received a copy of the Governing Documents.

Subject to and only in compliance with applicable federal, state and local laws and ordinances, the Board may establish other reasonable rules or conditions regarding the sale of Condominium Units which, by way of example only, may include a reasonable procedure granting the Association a right a first refusal.

18.09 Attorneys' Fees. In the event of an action instituted to enforce any of the provisions contained in the Governing Documents, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs, including administrative and lien fees, of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Specific Assessment with respect to the Condominium Unit(s) involved in the action.

[EXECUTION SIGNATURE APPEARS ON THE FOLLOWING PAGE]

NOTARY PUBLIC

[NO CHANGE IS MADE TO THE EXHIBIT D ATTACHED TO THE DECLARATION.
THIS EXHIBIT INTENTIONALLY LEFT BLANK]

[NO CHANGE IS MADE TO THE EXHIBIT D ATTACHED TO THE DECLARATION.
THIS EXHIBIT INTENTIONALLY LEFT BLANK]

ABOVE SPACE FOR RECORDER'S USE ONLY

\$71-



SUPPLEMENTAL DECLARATION No. 1

to the Declaration of Condominium Ownership dated as of January 22, 2001 and
recorded on January 24, 2001 as Document No. 0010062958

for

THE GARDEN AT HOMEWOOD PLACE
Homewood, Illinois

THIS INSTRUMENT PREPARED BY:

PLEASE RETURN TO:

Peter Studl
Villas of America – Homewood LLC
2644 Greenbay Road
Evanston, IL 60201

Villas of America – Homewood LLC
2644 Greenbay Road
Evanston, IL 60201

Dated as of April 5, 2001

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This is Supplemental Declaration No. 1 ("Supplemental Declaration No. 1") to the Declaration of Condominium Ownership for the Garden at Homewood Place, and is made as of the 5th day of April, 2001, pursuant to the provisions of the Illinois Condominium Property Act (Ill. Comp. Stat. 765, 605/1 *et seq*). This Supplemental Declaration No. 1 supplements and amends a certain Declaration of Condominium dated as of January 22, 2001 and recorded on January 24, 2001 in the Office of the Recorder of Cook County, Illinois as Document No. 0010062958 ("Declaration"). Unless otherwise defined herein, the capitalized terms used herein shall have the meaning as set forth for such term in the Declaration.

WITNESSETH:

WHEREAS, Declarant has elected, pursuant to and subject to the Declaration, to submit additional property to the Act and the Declaration as a part of The Garden at Homewood Place, said additional property being part of the real estate legally described on Exhibit A to the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration and declares as follows:

1. The property legally described on Exhibit B attached hereto is submitted to and made subject to the Act and the Declaration as Property for all purposes as set forth in the Declaration such Property being in addition to the Property described on the previous Exhibit B to the Declaration.
2. The Property described in Exhibit B attached hereto is depicted on a certain Supplemental Condominium Plat attached hereto and made a part hereof as Exhibit C and consists of one (1) sheet describing Units 917, 918, 919, and 920, such Supplemental Condominium Plat being in addition to the Condominium Plat attached to the Declaration.
3. A certain Exhibit E is attached hereto and made a part hereof. The prior Exhibit E attached to and made a part of the Declaration is hereby amended and the Percentage Interests described therein are deleted and replaced by the Percentage Interests set forth in the Exhibit E attached hereto and made a part hereof.
4. The portion of the Property being Common Areas and Facilities depicted on the Condominium Plat (Exhibit C) attached hereto are hereby granted and conveyed to the Owners of all Condominium Units, including the Owners of the Condominium Units heretofore conveyed, all as set forth in the Declaration.
5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of this 5th day of April 2001.

VILLAS OF AMERICA - HOMEWOOD
LLC, a Delaware Limited Liability
Company

By: Jeannene K. Walker
Printed Name: Jeannene K. Walker
Its Member

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify Jeannene K. Walker of Villas of America LLC, as a member of Villas of America-Homewood LLC, personally known to me to be the same person who subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of April, 2001.

John F. O'Connell

NOTARY PUBLIC



EXHIBIT A to a certain Supplemental Declaration No. 1 dated as of April 5, 2001 for
The Garden at Homewood Place in Homewood, Illinois.

[NO CHANGE IS MADE TO THE EXHIBIT A ATTACHED TO THE
DECLARATION. THIS EXHIBIT INTENTIONALLY LEFT BLANK]

The Supplemental Condominium Plat of the Property legally described in Exhibit B is attached hereto and made a part hereof and consists of one (1) sheet describing Units 917, 918, 919 and 920.

THAT PART OF LOT 1 IN THE GARDEN AT HOMEWOOD PLACE SUBDIVISION,
BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF
SECTION 29, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH
00°00'00" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 172.74
FEET TO A SOUTH LINE OF SAID LOT 1; THENCE NORTH 90°00'00" WEST,
ALONG SAID SOUTH LINE EXTENDED, 130.12 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUING SOUTH 90°00'00" WEST, 120.34 FEET;
THENCE NORTH 00°00'00" EAST, 171.22 FEET TO THE NORTH LINE OF SAID LOT
1; THENCE NORTH 89°39'08" EAST ALONG SAID NORTH LINE 120.34 FEET;
THENCE SOUTH 00°00'00" WEST, 171.95 FEET TO THE POINT OF BEGINNING.

174.57 + Lathrop Ave

29-79-469-624-6666

Garden at Homewood Place in Homewood, Illinois.

The following Percentage Interests apply to the Condominium Units made a part of the Property and submitted to the Act pursuant to the Declaration and this Supplemental Declaration. These Percentage Interests are subject to change in accordance with the Declaration and the Reallocation Formula described in Exhibit D to the Declaration upon the submission of additional Condominium Units to the Act or as otherwise provided in the Declaration:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
903	7.6628
904	8.8123
905	7.6628
906	8.8123
907	8.8123
908	7.6628
911	8.8123
912	8.8123
917	8.8123
918	7.6628
919	7.6628
920	<u>8.8122</u>
Total	100.00

WUP 179.04
\$
0106.7505
ABOVE SPACE FOR RECORDER'S USE ONLY



SUPPLEMENTAL DECLARATION No. 2

to the Declaration of Condominium Ownership dated as of January 22, 2001 and
recorded on January 24, 2001 as Document No. 0010062958

for

THE GARDEN AT HOMEWOOD PLACE
Homewood, Illinois

THIS INSTRUMENT PREPARED BY:

PLEASE RETURN TO:

Peter Studl
Villas of America - Homewood LLC
2644 Greenbay Road
Evanston, IL 60201

Villas of America - Homewood LLC
2644 Greenbay Road
Evanston, IL 60201

Dated as of July 23, 2001

© 2001 Villas of America

made as of the 23rd day of July, 2001, pursuant to the provisions of the Illinois Condominium Property Act (Ill. Comp. Stat. 765, 605/1 *et seq*). This Supplemental Declaration No. 2 supplements and amends a certain Declaration of Condominium dated as of January 22, 2001 and recorded on January 24, 2001 in the Office of the Recorder of Cook County, Illinois as Document No. 0010062958 ("Declaration") and any other Supplemental Declaration recorded prior hereto. Unless otherwise defined herein, the capitalized terms used herein shall have the meaning as set forth for such term in the Declaration.

WITNESSETH:

WHEREAS, Declarant has elected, pursuant to and subject to the Declaration, to submit additional property to the Act and the Declaration as a part of The Garden at Homewood Place, said additional property being part of the real estate legally described on Exhibit A to the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration and declares as follows:

1. The property legally described on Exhibit B attached hereto is submitted to and made subject to the Act and the Declaration as Property for all purposes as set forth in the Declaration such Property being in addition to the Property described on the previous Exhibit B to the Declaration and to any Supplemental Declaration recorded prior hereto.
2. The Property described in Exhibit B attached hereto is depicted on a certain Supplemental Condominium Plat attached hereto and made a part hereof as Exhibit C and consists of three (3) sheets describing Units 901, 902, 909, 910, 913, 914, 915, 916, 945, 946, 947 and 948, such Supplemental Condominium Plat being in addition to the Condominium Plat attached to the Declaration and any Supplemental Declaration recorded prior hereto.
3. A certain Exhibit E is attached hereto and made a part hereof. The prior Exhibit E attached to and made a part of the Declaration and to any Supplemental Declaration recorded prior hereto is hereby amended and the Percentage Interests described therein are deleted and replaced by the Percentage Interests set forth in the Exhibit E attached hereto and made a part hereof.
4. The portion of the Property being Common Areas and Facilities depicted on the Condominium Plat (Exhibit C) attached hereto are hereby granted and conveyed to the Owners of all Condominium Units, including the Owners of the Condominium Units heretofore conveyed, all as set forth in the Declaration.
5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of this 23rd day of July 2001.

DECLARANT:

VILLAS OF AMERICA - HOMEWOOD
LLC, a Delaware Limited Liability
Company

By: Villas of America LLC, a
Delaware Limited Liability
Company, its Member

By: Jeannene K Walker
Printed Name: Jeannene K. Walker
Its: Member

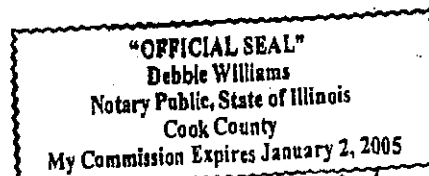
STATE OF ILLINOIS) IL
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify Jeannene K. Walker of Villas of America LLC, as a member of Villas of America-Homewood LLC, personally known to me to be the same person who subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of July, 2001.

Debbie Williams
Jeannene K Walker

NOTARY PUBLIC



Debbie Williams

EXHIBIT A to a certain Supplemental Declaration No. 2 dated as of July 23, 2001 for
The Garden at Homewood Place in Homewood, Illinois.

[NO CHANGE IS MADE TO THE EXHIBIT A ATTACHED TO THE
DECLARATION. THIS EXHIBIT INTENTIONALLY LEFT BLANK]

EXHIBIT A to a certain Supplemental Declaration No. 2 dated as of July 23, 2001 for
The Garden at Homewood Place in Homewood, Illinois.

[NO CHANGE IS MADE TO THE EXHIBIT A ATTACHED TO THE
DECLARATION. THIS EXHIBIT INTENTIONALLY LEFT BLANK]

THAT PART OF LOT 1 IN THE GARDEN AT HOMEWOOD PLACE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 172.74 FEET TO A SOUTH LINE OF SAID LOT 1; THENCE NORTH 90°00'00" WEST, ALONG SAID SOUTH LINE OF LOT 1 EXTENDED, 130.12 FEET TO A POINT; THENCE NORTH 00°00'00" EAST, 171.95 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 89°39'08" EAST ALONG SAID NORTH LINE, 130.12 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF LOT 1 IN THE GARDEN AT HOMEWOOD PLACE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 172.74 FEET TO A SOUTH LINE OF SAID LOT 1; THENCE NORTH 90°00'00" WEST, ALONG SAID SOUTH LINE OF LOT 1 EXTENDED, 168.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" WEST, 186.00 FEET; THENCE NORTH 90°00'00" WEST, 171.86 FEET; THENCE NORTH 00°00'00" WEST, 186.00 FEET; THENCE SOUTH 90°00'00" EAST, 171.86 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF LOT 1 IN THE GARDEN AT HOMEWOOD PLACE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 172.74 FEET TO A SOUTH LINE OF SAID LOT 1; THENCE NORTH 90°00'00" WEST, ALONG SAID SOUTH LINE OF LOT 1 EXTENDED, 168.00 FEET TO A POINT; THENCE S 00°00'00" W, 186.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°00'00" WEST, 193.80 FEET TO A SOUTH LINE OF SAID LOT 1; THENCE ALONG THE LAST DESCRIBED LINE THE FOLLOWING FIVE COURSES: 1) NORTH 90°00'00" WEST, 77.10 FEET; 2) SOUTH 00°00'00" WEST, 23.50 FEET; 3) SOUTH 90°00'00" WEST, 56.43 FEET; 4) NORTH 00°00'00" WEST, 58.24 FEET; 5) NORTH 90°00'00" WEST, 38.33 FEET; THENCE NORTH 00°00'00" EAST, 159.06 FEET; THENCE NORTH 90°00'00" EAST, 171.86 FEET TO THE POINT OF BEGINNING.

27-28-509-000-0000

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174 1/2 - 174 1/2 - 174 1/2 - 174 1/2 - 174 1/2

EXHIBIT C to a certain Supplemental Declaration No. 2 dated as of July 23, 2001 for The Garden at Homewood Place in Homewood, Illinois.

The Supplemental Condominium Plat of the Property legally described in Exhibit B is attached hereto and made a part hereof and consists of three (3) sheets describing Units 901, 902, 909, 910, 913, 914, 915, 916, 945, 946, 947 and 948.

EXHIBIT D to a certain Supplemental Declaration No. 2 dated as of July 23, 2001 for The Garden at Homewood Place in Homewood, Illinois.

[NO CHANGE IS MADE TO THE EXHIBIT D. ATTACHED TO THE DECLARATION.
THIS EXHIBIT INTENTIONALLY LEFT BLANK]

0010804031

ABOVE SPACE FOR RECORDER'S USE ONLY



SUPPLEMENTAL DECLARATION No. 3

to the Declaration of Condominium Ownership dated as of January 22, 2001 and
recorded on January 24, 2001 as Document No. 0010062958

for

THE GARDEN AT HOMEWOOD PLACE
Homewood, Illinois

THIS INSTRUMENT PREPARED BY: PLEASE RETURN TO:

Peter Studl
Villas of America - Homewood LLC
2644 Greenbay Road
Evanston, IL 60201

Villas of America - Homewood LLC
2644 Greenbay Road
Evanston, IL 60201

Dated as of August 29, 2001

© 2001 Villas of America

DECLARANT.

VILLAS OF AMERICA - HOMEWOOD
LLC, a Delaware Limited Liability
Company

By: Villas of America LLC, a
Delaware Limited Liability
Company, its Member

By: Jeannene K. Walker
Printed Name: Jeannene K. Walker
Its Member

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify Jeannene K. Walker of Villas of America LLC, as a member of Villas of America-Homewood LLC, personally known to me to be the same person who subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of August, 2001.

NOTARY PUBLIC

EXHIBIT A to a certain Supplemental Declaration No. 3 dated as of August 29, 2001 for
The Garden at Homewood Place in Homewood, Illinois.

[NO CHANGE IS MADE TO THE EXHIBIT A ATTACHED TO THE
DECLARATION. THIS EXHIBIT INTENTIONALLY LEFT BLANK]

EXHIBIT B to a certain Supplemental Declaration No. 3 dated as of August 29, 2001 for
The Garden at Homewood Place in Homewood, Illinois.

THAT PART OF LOT 1 IN THE GARDEN AT HOMEWOOD PLACE SUBDIVISION,
BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF
SECTION 29, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH
00°00'00" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 172.74
FEET TO A SOUTH LINE OF SAID LOT 1; THENCE NORTH 90°00'00" WEST,
ALONG SAID SOUTH LINE OF LOT 1 EXTENDED, 250.46 FEET TO A POINT OF
BEGINNING; THENCE CONTINUING SOUTH 90°00'00" WEST, 120.00 FEET;
THENCE NORTH 00°00'00" EAST, 170.49 FEET TO THE NORTH LINE OF SAID LOT
1; THENCE NORTH 89°39'08" EAST ALONG SAID NORTH LINE, 120.00 FEET;
THENCE SOUTH 00°00'00" WEST, 171.22 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF LOT 1 IN THE GARDEN AT HOMEWOOD PLACE SUBDIVISION,
BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF
SECTION 29, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH
00°00'00" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 172.74
FEET TO A SOUTH LINE OF SAID LOT 1; THENCE NORTH 90°00'00" WEST,
ALONG SAID SOUTH LINE OF LOT 1 EXTENDED, 339.86 FEET TO A POINT;
THENCE SOUTH 00°00'00" WEST, 186.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00°00'00" WEST, 159.06 FEET TO A SOUTH LINE
OF SAID LOT 1; THENCE ALONG THE LAST DESCRIBED LINE THE FOLLOWING
THREE COURSES: 1) NORTH 90°00'00" WEST, 42.00 FEET; 2) SOUTH 00°00'00"
WEST, 4.13 FEET; 3) NORTH 90°00'00" WEST, 110.60 FEET; THENCE NORTH
00°00'00" WEST, 163.19 FEET; THENCE NORTH 90°00'00" EAST, 152.60 FEET TO
THE POINT OF BEGINNING.

29-29-409-024-0000

171th ST + LATHROP AVE

HOMEWOOD, IL

THIS EXHIBIT INTENTIONALLY LEFT BLANK]

EXHIBIT C to a certain Supplemental Declaration No. 3 dated as of August 29, 2001 for
The Garden at Homewood Place in Homewood, Illinois.

The Supplemental Condominium Plat of the Property legally described in Exhibit B is
attached hereto and made a part hereof and consists of two (2) sheets describing Units 921,
922, 923, 924, 939, 940, 941 and 942.

EXHIBIT D to a certain Supplemental Declaration No. 3 dated as of August 29, 2001 for
The Garden at Homewood Place in Homewood, Illinois.

[NO CHANGE IS MADE TO THE EXHIBIT D ATTACHED TO THE DECLARATION.
THIS EXHIBIT INTENTIONALLY LEFT BLANK]

EXHIBIT E to a certain Supplemental Declaration No. 3 dated as of August 29, 2001 for
The Garden at Homewood Place in Homewood, Illinois.

The following Percentage Interests apply to the Condominium Units made a part of the
Property and submitted to the Act pursuant to the Declaration and this Supplemental
Declaration. These Percentage Interests are subject to change in accordance with the
Declaration and the Reallocation Formula described in Exhibit D to the Declaration upon the
submission of additional Condominium Units to the Act or as otherwise provided in the
Declaration:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
901	3.3724
902	2.9326
903	2.9326
904	3.3724
905	2.9326
906	3.3724
907	3.3724
908	2.9326
909	2.9326
910	2.9326
911	3.3724
912	3.3724
913	2.9326
914	3.3724
915	2.9326
916	2.9326
917	3.3724
918	2.9326
919	2.9326
920	3.3724
921	2.9326
922	3.3724
923	2.9326
924	3.3724
939	2.9326
940	3.3724
941	3.3724
942	2.9326
943	2.9325
946	3.3723
947	2.9325
948	2.9325
Total	100.0000

0011115840

13263 # 8

NOV 28 2001

Handwritten: \$ 71 -

ABOVE SPACE FOR RECORDER'S USE ONLY



SUPPLEMENTAL DECLARATION No. 4

to the Declaration of Condominium Ownership dated as of January 22, 2001 and
recorded on January 24, 2001 as Document No. 0010062958

for:

THE GARDEN AT HOMEWOOD PLACE
Homewood, Illinois

THIS INSTRUMENT PREPARED BY:

Peter Studl
Villas of America - Homewood LLC
2644 Greenbay Road
Evanston, IL 60201

PLEASE RETURN TO:

Villas of America - Homewood LLC
2644 Greenbay Road
Evanston, IL 60201

Dated as of November 21, 2001

© 2001 Villas of America

Handwritten:

F	71	A
P		P
T		V
1	11/29/01	(Signature)

This is Supplemental Declaration No. 4 ("Supplemental Declaration No. 4") to the Declaration of Condominium Ownership for the Garden at Homewood Place, and is made as of the 21st day of November, 2001, pursuant to the provisions of the Illinois Condominium Property Act (Ill. Comp. Stat. 765, 605/1 *et seq.*). This Supplemental Declaration No. 4 supplements and amends a certain Declaration of Condominium dated as of January 22, 2001 and recorded on January 24, 2001 in the Office of the Recorder of Cook County, Illinois as Document No. 0010062958 ("Declaration") and any other Supplemental Declaration recorded prior hereto. Unless otherwise defined herein, the capitalized terms used herein shall have the meaning as set forth for such term in the Declaration.

WITNESSETH:

WHEREAS, Declarant has elected, pursuant to and subject to the Declaration, to submit additional property to the Act and the Declaration as a part of The Garden at Homewood Place, said additional property being part of the real estate legally described on Exhibit A to the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration and declares as follows:

1. The property legally described on Exhibit B attached hereto is submitted to and made subject to the Act and the Declaration as Property for all purposes as set forth in the Declaration such Property being in addition to the Property described on the previous Exhibit B to the Declaration and to any Supplemental Declaration recorded prior hereto.
2. The Property described in Exhibit B attached hereto is depicted on a certain Supplemental Condominium Plat attached hereto and made a part hereof as Exhibit C and consists of one (1) sheets describing Units 925, 926, 927 and 928, such Supplemental Condominium Plat being in addition to the Condominium Plat attached to the Declaration and any Supplemental Declaration recorded prior hereto.
3. A certain Exhibit E is attached hereto and made a part hereof. The prior Exhibit E attached to and made a part of the Declaration and to any Supplemental Declaration recorded prior hereto is hereby amended and the Percentage Interests described therein are deleted and replaced by the Percentage Interests set forth in the Exhibit E attached hereto and made a part hereof.
4. The portion of the Property being Common Areas and Facilities depicted on the Condominium Plat (Exhibit C) attached hereto are hereby granted and conveyed to the Owners of all Condominium Units, including the Owners of the Condominium Units heretofore conveyed, all as set forth in the Declaration.
5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of this 21st day of November 2001.

VILLAS OF AMERICA - HOMEWOOD
LLC, a Delaware Limited Liability
Company

By: Jeannene K. Walker
Printed Name: Jeannene K. Walker
Its Member

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify Jeannene K. Walker of Villas of America LLC, as a member of Villas of America-Homewood LLC, personally known to me to be the same person who subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Harold L. Glavin

"OFFICIAL SEAL"
SHARON T. GLAVIN
Notary Public, State of Illinois
My Commission Expires 11-1-2004

EXHIBIT A to a certain Supplemental Declaration No. 4 dated as of November 21, 2001
for The Garden at Homewood Place in Homewood, Illinois.

[NO CHANGE IS MADE TO THE EXHIBIT A ATTACHED TO THE
DECLARATION. THIS EXHIBIT INTENTIONALLY LEFT BLANK]

EXHIBIT B to a certain Supplemental Declaration No. 4 dated as of November 21, 2001 for
The Garden at Homewood Place in Homewood, Illinois.

THAT PART OF LOT 1 IN THE GARDEN AT HOMEWOOD PLACE SUBDIVISION,
BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF
SECTION 29, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH
00°00'00" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 172.74
FEET TO A SOUTH LINE OF SAID LOT 1; THENCE NORTH 90°00'00" WEST,
ALONG SAID SOUTH LINE OF LOT 1 EXTENDED, 370.46 FEET TO A POINT OF
BEGINNING; THENCE CONTINUING SOUTH 90°00'00" WEST, 122.00 FEET;
THENCE NORTH 00°00'00" EAST, 169.78 FEET TO THE NORTH LINE OF SAID LOT
1; THENCE NORTH 89°39'08" EAST ALONG SAID NORTH LINE, 122.00 FEET;
THENCE SOUTH 00°00'00" WEST, 170.49 FEET TO THE POINT OF BEGINNING.

174TH ST + LATHROP AVE

29-29-469-021-0000

EXHIBIT C to a certain Supplemental Declaration No. 4 dated as of November 21, 2001 for
The Garden at Homewood Place in Homewood, Illinois.

The Supplemental Condominium Plat of the Property legally described in Exhibit B is
attached hereto and made a part hereof and consists of one (1) sheet describing Units 925,
926, 927, and 928.

EXHIBIT D to a certain Supplemental Declaration No. 4 dated as of November 21, 2001 for
The Garden at Homewood Place in Homewood, Illinois.

[NO CHANGE IS MADE TO THE EXHIBIT D ATTACHED TO THE DECLARATION.
THIS EXHIBIT INTENTIONALLY LEFT BLANK]

EXHIBIT E to a certain Supplemental Declaration No. 4 dated as of November 21, 2001 for
The Garden at Homewood Place in Homewood, Illinois.

The following Percentage Interests apply to the Condominium Units made a part of the
Property and submitted to the Act pursuant to the Declaration and this Supplemental
Declaration. These Percentage Interests are subject to change in accordance with the
Declaration and the Reallocation Formula described in Exhibit D to the Declaration upon the
submission of additional Condominium Units to the Act or as otherwise provided in the
Declaration:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
901	2.9948
902	2.6042
903	2.6042
904	2.9948
905	2.6042
906	2.9948
907	2.9948
908	2.6042
909	2.6042
910	2.6042
911	2.9948
912	2.9948
913	2.6042
914	2.9948
915	2.6042
916	2.6042
917	2.9948
918	2.6042
919	2.6042
920	2.9948
921	2.6042
922	2.9948
923	2.6042
924	2.9948
925	2.9948
926	2.6042
927	2.6042
928	2.9948
939	2.6041
940	2.9947
941	2.9947
942	2.6041
945	2.6041
946	2.9947
947	2.6041
948	2.6041
Total	100.0000

submitted to the Act pursuant to the Declaration and this Supplemental Declaration. These Percentage Interests are subject to change in accordance with the Declaration and the Reallocation Formula described in Exhibit D to the Declaration upon the submission of additional Condominium Units to the Act or as otherwise provided in the Declaration:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
901	2.4468
902	2.1277
903	2.1277
904	2.4468
905	2.1277
906	2.4468
907	2.4468
908	2.1277
909	2.1277
910	2.1277
911	2.4468
912	2.4468
913	2.1277
914	2.4468
915	2.1277
916	2.1277
917	2.4468
918	2.1277
919	2.1277
920	2.4468
921	2.1277
922	2.4468
923	2.1277
924	2.4468
925	2.4468
926	2.1277
927	2.1277
928	2.4468
929	2.1277
930	2.4468
931	2.1277
932	2.4468
933	2.1277
934	2.4468
939	2.1277
940	2.4468
941	2.4467
942	2.1276
943	2.1276
944	2.4467
945	2.1276
946	2.4467
947	2.1276
948	<u>2.1276</u>
Total	100.0000

THAT PART OF LOT 1 IN THE GARDEN AT HOMEWOOD PLACE SUBDIVISION,
BEING A SUBDIVISION OF PART OF THE EAST ¼ OF THE SOUTHEAST ¼ OF
SECTION 29, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH
00°00'00" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 172.74
FEET TO A SOUTH LINE OF SAID LOT 1; THENCE NORTH 90°00'00" WEST,
ALONG SAID SOUTH LINE OF LOT 1 EXTENDED, 492.46 FEET THENCE SOUTH
00°00'00" WEST, 208.98 FEET TO THE POINT OF BEGINNING; THENCE
CONTINUING SOUTH 00°00'00" WEST, TO A SOUTH LINE OF SAID LOT 1, 140.21
FEET; THENCE NORTH 90°00'00" WEST, ALONG SAID SOUTH LINE OF LOT 1 TO
THE EAST LINE OF LATHROP AVENUE, 164.17 FEET; THENCE NORTH 00°08'00"
WEST, ALONG SAID EAST LINE OF LATHROP AVENUE; 140.21 FEET; THENCE
NORTH 90°00'00" EAST, 164.50 FEET TO THE POINT OF BEGINNING.

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ABOVE SPACE FOR RECORDER'S USE ONLY

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SUPPLEMENTAL DECLARATION No. 5

to the Declaration of Condominium Ownership dated as of January 22, 2001 and
recorded on January 24, 2001 as Document No. 0010062958

for

THE GARDEN AT HOMEWOOD PLACE
Homewood, Illinois

THIS INSTRUMENT PREPARED BY:

PLEASE RETURN TO:

Peter Studl
Villas of America - Homewood LLC
2644 Greenbay Road
Evanston, IL 60201

Villas of America - Homewood LLC
2644 Greenbay Road
Evanston, IL 60201

Dated as of December 21, 2001

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This is Supplemental Declaration No. 5 ("Supplemental Declaration No. 5") to the Declaration of Condominium Ownership for the Garden at Homewood Place, and is made as of the 21st day of December, 2001, pursuant to the provisions of the Illinois Condominium Property Act (Ill. Comp. Stat. 765, 605/1 *et seq.*). This Supplemental Declaration No. 5 supplements and amends a certain Declaration of Condominium dated as of January 22, 2001 and recorded on January 24, 2001 in the Office of the Recorder of Cook County, Illinois as Document No. 0010062958 ("Declaration") and any other Supplemental Declaration recorded prior hereto. Unless otherwise defined herein, the capitalized terms used herein shall have the meaning as set forth for such term in the Declaration.

WITNESSETH:

WHEREAS, Declarant has elected, pursuant to and subject to the Declaration, to submit additional property to the Act and the Declaration as a part of The Garden at Homewood Place, said additional property being part of the real estate legally described on Exhibit A to the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration and declares as follows:

1. The property legally described on Exhibit B attached hereto is submitted to and made subject to the Act and the Declaration as Property for all purposes as set forth in the Declaration such Property being in addition to the Property described on the previous Exhibit B to the Declaration and to any Supplemental Declaration recorded prior hereto.
2. The Property described in Exhibit B attached hereto is depicted on a certain Supplemental Condominium Plat attached hereto and made a part hereof as Exhibit C and consists of one (1) sheets describing Units 931, 932, 943 and 944, such Supplemental Condominium Plat being in addition to the Condominium Plat attached to the Declaration and any Supplemental Declaration recorded prior hereto.
3. A certain Exhibit E is attached hereto and made a part hereof. The prior Exhibit E attached to and made a part of the Declaration and to any Supplemental Declaration recorded prior hereto is hereby amended and the Percentage Interests described therein are deleted and replaced by the Percentage Interests set forth in the Exhibit E attached hereto and made a part hereof.
4. The portion of the Property being Common Areas and Facilities depicted on the Condominium Plat (Exhibit C) attached hereto are hereby granted and conveyed to the Owners of all Condominium Units, including the Owners of the Condominium Units heretofore conveyed, all as set forth in the Declaration.
5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of this 21st day of December 2001.

VILLAS OF AMERICA - HOMEWOOD
LLC, a Delaware Limited Liability
Company

By: Jeannene K. Walker
Printed Name: Jeannene K. Walker
Its: Member

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify Jeannene K. Walker of Villas of America LLC, as a member of Villas of America-Homewood LLC, personally known to me to be the same person who subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Ernest Smith

OFFICIAL SEAL
ERNEST SMITH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/20/02

EXHIBIT A to a certain Supplemental Declaration No. 5 dated as of December 21, 2001
for The Garden at Homewood Place in Homewood, Illinois.

[NO CHANGE IS MADE TO THE EXHIBIT A ATTACHED TO THE
DECLARATION. THIS EXHIBIT INTENTIONALLY LEFT BLANK]

EXHIBIT C to a certain Supplemental Declaration No. 5 dated as of December 21, 2001 for
The Garden at Homewood Place in Homewood, Illinois.

The Supplemental Condominium Plat of the Property legally described in Exhibit B is
attached hereto and made a part hereof and consists of one (1) sheet describing Units 931,
932, 943, and 944.

EXHIBIT E to a certain Supplemental Declaration No. 5 dated as of December 21, 2001 for The Garden at Homewood Place in Homewood, Illinois.

The following Percentage Interests apply to the Condominium Units made a part of the Property and submitted to the Act pursuant to the Declaration and this Supplemental Declaration. These Percentage Interests are subject to change in accordance with the Declaration and the Reallocation Formula described in Exhibit D to the Declaration upon the submission of additional Condominium Units to the Act or as otherwise provided in the Declaration:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
901	2.6932
902	2.3419
903	2.3419
904	2.6932
905	2.3419
906	2.6932
907	2.6932
908	2.3419
909	2.3419
910	2.3419
911	2.6932
912	2.6932
913	2.3419
914	2.6932
915	2.3419
916	2.3419
917	2.6932
918	2.3419
919	2.3419
920	2.6932
921	2.3419
922	2.6932
923	2.3419
924	2.6932
925	2.6932
926	2.3419
927	2.3419
928	2.6932
931	2.3419
932	2.6932
939	2.3419
940	2.6932
941	2.6933
942	2.3420
943	2.3419
944	2.6932
945	2.3420
946	2.6933
947	2.3420
948	2.3420
Total	100.0000

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ABOVE SPACE FOR RECORDER'S USE ONLY

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SUPPLEMENTAL DECLARATION No. 6

to the Declaration of Condominium Ownership dated as of January 22, 2001 and
recorded on January 24, 2001 as Document No. 0010062958

for

THE GARDEN AT HOMEWOOD PLACE
Homewood, Illinois

THIS INSTRUMENT PREPARED BY: PLEASE RETURN TO:

Peter Studl
Villas of America - Homewood LLC
2644 Greenbay Road
Evanston, IL 60201

Villas of America - Homewood LLC
2644 Greenbay Road
Evanston, IL 60201

Dated as of January 31, 2002

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2/8/02

(M) 9M

Declaration of Condominium Ownership for the Garden at Homewood Place, and is made as of the 31st day of January, 2002, pursuant to the provisions of the Illinois Condominium Property Act (Ill. Comp. Stat. 765, 605/1 *et seq.*). This Supplemental Declaration No. 5 supplements and amends a certain Declaration of Condominium dated as of January 22, 2001 and recorded on January 24, 2001 in the Office of the Recorder of Cook County, Illinois as Document No. 0010062958 ("Declaration") and any other Supplemental Declaration recorded prior hereto. Unless otherwise defined herein, the capitalized terms used herein shall have the meaning as set forth for such term in the Declaration.

WITNESSETH:

WHEREAS, Declarant has elected, pursuant to and subject to the Declaration, to submit additional property to the Act and the Declaration as a part of The Garden at Homewood Place, said additional property being part of the real estate legally described on Exhibit A to the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration and declares as follows:

1. The property legally described on Exhibit B attached hereto is submitted to and made subject to the Act and the Declaration as Property for all purposes as set forth in the Declaration such Property being in addition to the Property described on the previous Exhibit B to the Declaration and to any Supplemental Declaration recorded prior hereto.
2. The Property described in Exhibit B attached hereto is depicted on a certain Supplemental Condominium Plat attached hereto and made a part hereof as Exhibit C and consists of one (1) sheets describing Units 929, 930, 933 and 934, such Supplemental Condominium Plat being in addition to the Condominium Plat attached to the Declaration and any Supplemental Declaration recorded prior hereto.
3. A certain Exhibit E is attached hereto and made a part hereof. The prior Exhibit E attached to and made a part of the Declaration and to any Supplemental Declaration recorded prior hereto is hereby amended and the Percentage Interests described therein are deleted and replaced by the Percentage Interests set forth in the Exhibit E attached hereto and made a part hereof.
4. The portion of the Property being Common Areas and Facilities depicted on the Condominium Plat (Exhibit C) attached hereto are hereby granted and conveyed to the Owners of all Condominium Units, including the Owners of the Condominium Units heretofore conveyed, all as set forth in the Declaration.
5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of this 31st day of January, 2002.

VILLAS OF AMERICA - HOMEWOOD
LLC, a Delaware Limited Liability
Company

By: Villas of America LLC, a
Delaware Limited Liability
Company, its Member

By: Jeannene K. Walker
Printed Name: Jeannene K. Walker
Its Member

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify Jeannene K. Walker of Villas of America LLC, as a member of Villas of America-Homewood LLC, personally known to me to be the same person who subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of February, 2002.

Vilmer R. Gulik

NOTARY PUBLIC

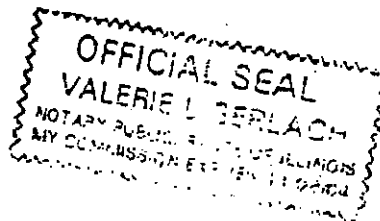


EXHIBIT A to a certain Supplemental Declaration No. 6 dated as of January 31, 2002 for
The Garden at Homewood Place in Homewood, Illinois.

[NO CHANGE IS MADE TO THE EXHIBIT A ATTACHED TO THE
DECLARATION. THIS EXHIBIT INTENTIONALLY LEFT BLANK]

THAT PART OF LOT 1 IN THE GARDEN AT HOMEWOOD PLACE SUBDIVISION,
BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF
SECTION 29, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH
00°00'00" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 172.74
FEET TO A SOUTH LINE OF SAID LOT 1; THENCE NORTH 90°00'00" WEST,
ALONG SAID SOUTH LINE OF LOT 1 EXTENDED, 492.46 FEET THENCE SOUTH
00°00'00" WEST, 62.77 FEET TO THE POINT OF BEGINNING; THENCE
CONTINUING SOUTH 00°00'00" WEST, 146.21 FEET; THENCE NORTH 90°00'00"
WEST, TO THE EAST LINE OF LATHROP AVENUE, 164.50 FEET; THENCE NORTH
00°08'00" WEST, ALONG SAID EAST LINE OF LATHROP AVENUE, 146.21 FEET;
THENCE NORTH 90°00'00" EAST, 164.84 FEET TO THE POINT OF BEGINNING.

174TH ST & LATHROP AVE

29-29-409-028-0000

The following Percentage Interests apply to the Condominium Units made a part of the Property and submitted to the Act pursuant to the Declaration and this Supplemental Declaration. These Percentage Interests are subject to change in accordance with the Declaration and the Reallocation Formula described in Exhibit D to the Declaration upon the submission of additional Condominium Units to the Act or as otherwise provided in the Declaration.

Condominium Unit	Percentage Interest
901	2.2353
902	1.9437
903	1.9437
904	2.2353
905	1.9436
906	2.2352
907	2.2352
908	1.9436
909	1.9436
910	1.9436
911	2.2352
912	2.2352
913	1.9436
914	2.2352
915	1.9436
916	1.9436
917	2.2352
918	1.9436
919	1.9436
920	2.2352
921	1.9436
922	2.2352
923	1.9436
924	2.2352
925	2.2352
926	1.9436
927	1.9436
928	2.2352
929	1.9436
930	2.2352
931	1.9436
932	2.2352
933	1.9436
934	2.2352
935	2.2352
936	1.9436
937	2.2352
938	2.2352
939	1.9436
940	2.2352
941	2.2352
942	1.9436
943	1.9436
944	2.2352
945	1.9436
946	2.2352
947	1.9436
948	1.9436
Total	100.0000

Exhibit E

7th Amendment

= 2.2352 / Per Amendment dated 5/11/05
 1.9436

The Garden at Homewood Place in Homewood, Illinois.

The Supplemental Condominium Plat of the Property legally described in Exhibit B is attached hereto and made a part hereof and consists of one (1) sheet describing Units 929, 930, 933, and 934.

ABOVE SPACE FOR RECORDER'S USE ONLY



SUPPLEMENTAL DECLARATION No. 7

to the Declaration of Condominium Ownership dated as of January 22, 2001 and
recorded on January 24, 2001 as Document No. 0010062958

for

THE GARDEN AT HOMEWOOD PLACE
Homewood, Illinois

THIS INSTRUMENT PREPARED BY:

Peter Studl
Villas of America - Homewood LLC
15959 S. 108th Avenue
Orland Park, IL 60467

PLEASE RETURN TO:

Villas of America - Homewood LLC
15959 S. 108th Avenue
Orland Park, IL 60467

Dated as of May 28, 2002

© 2001 Villas of America

made as of the 28th day of May, 2002, pursuant to the provisions of the Illinois Condominium Property Act (Ill. Comp. Stat. 765. 605/1 *et seq.*). This Supplemental Declaration No. 7 supplements and amends a certain Declaration of Condominium dated as of January 22, 2001 and recorded on January 24, 2001 in the Office of the Recorder of Cook County, Illinois as Document No. 0010062958 ("Declaration") and any other Supplemental Declaration recorded prior hereto. Unless otherwise defined herein, the capitalized terms used herein shall have the meaning as set forth for such term in the Declaration.

WITNESSETH:

WHEREAS, Declarant has elected, pursuant to and subject to the Declaration, to submit additional property to the Act and the Declaration as a part of The Garden at Homewood Place, said additional property being part of the real estate legally described on Exhibit A to the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration and declares as follows:

1. The property legally described on Exhibit B attached hereto is submitted to and made subject to the Act and the Declaration as Property for all purposes as set forth in the Declaration such Property being in addition to the Property described on the previous Exhibit B to the Declaration and to any Supplemental Declaration recorded prior hereto.
2. The Property described in Exhibit B attached hereto is depicted on a certain Supplemental Condominium Plat attached hereto and made a part hereof as Exhibit C and consists of one (1) sheets describing Units 935, 936, 937 and 938, such Supplemental Condominium Plat being in addition to the Condominium Plat attached to the Declaration and any Supplemental Declaration recorded prior hereto.
3. A certain Exhibit E is attached hereto and made a part hereof. The prior Exhibit E attached to and made a part of the Declaration and to any Supplemental Declaration recorded prior hereto is hereby amended and the Percentage Interests described therein are deleted and replaced by the Percentage Interests set forth in the Exhibit E attached hereto and made a part hereof.
4. The portion of the Property being Common Areas and Facilities depicted on the Condominium Plat (Exhibit C) attached hereto are hereby granted and conveyed to the Owners of all Condominium Units, including the Owners of the Condominium Units heretofore conveyed, all as set forth in the Declaration.
5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of this 28th day of May, 2002.

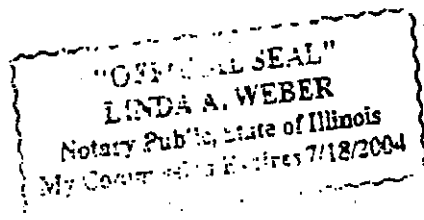
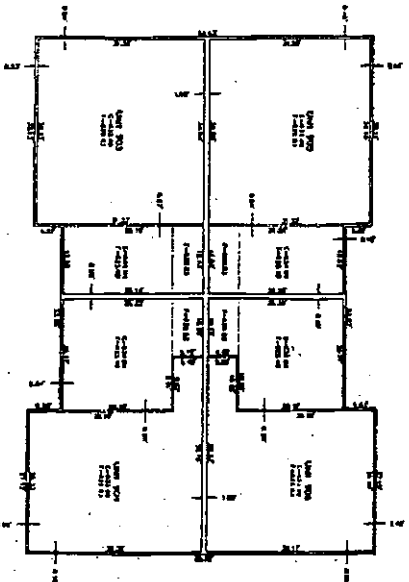
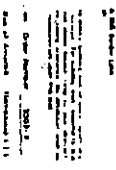


EXHIBIT A to a certain Supplemental Declaration No. 7 dated as of May 28, 2002 for
The Garden at Homewood Place in Homewood, Illinois.

[NO CHANGE IS MADE TO THE EXHIBIT A ATTACHED TO THE
DECLARATION. THIS EXHIBIT INTENTIONALLY LEFT BLANK]

attached hereto and made a part hereof and consists of one (1) sheet describing Units 935,
936, 937, and 938.

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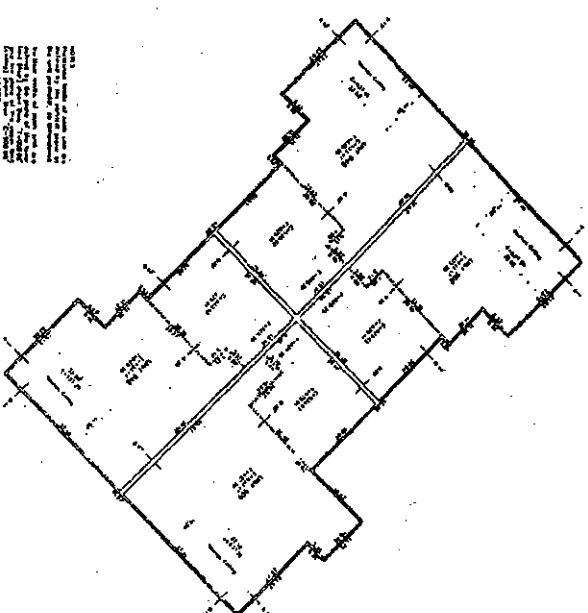
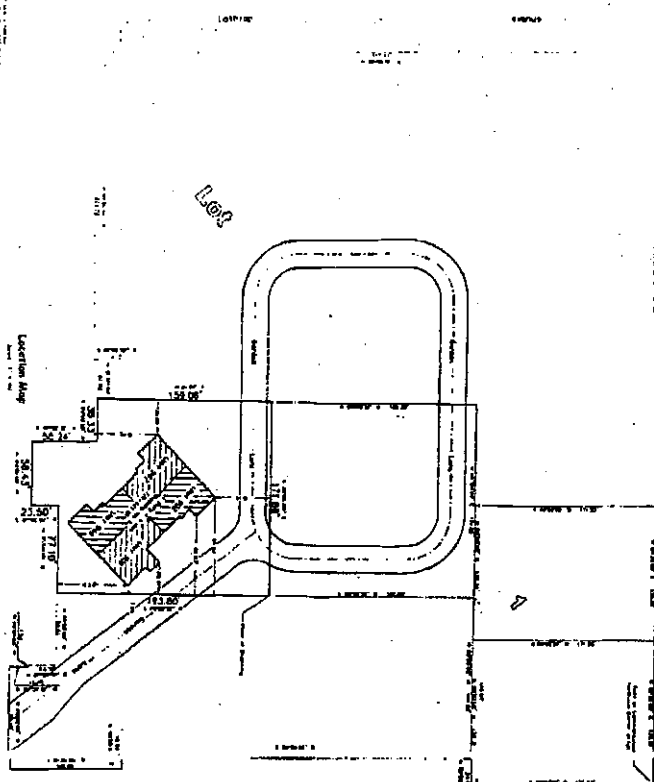
106 December 2000

Mary J Gent

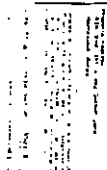
United Republics and District no 001

Exhibit C to Supplemental Declaration 1
The Garden at Homewood Place
CONDOMINIUM PLAT

THIS CONDOMINIUM PLAT is a part of the Supplemental Declaration 1 to the Declaration of Condominium for The Garden at Homewood Place, recorded in the Office of the County Clerk of Cook County, Illinois, on the 15th day of January, 1998, and is subject to the terms and conditions of the Declaration of Condominium for The Garden at Homewood Place, recorded in the Office of the County Clerk of Cook County, Illinois, on the 15th day of January, 1998, and to the terms and conditions of the Declaration of Condominium for The Garden at Homewood Place, recorded in the Office of the County Clerk of Cook County, Illinois, on the 15th day of January, 1998.

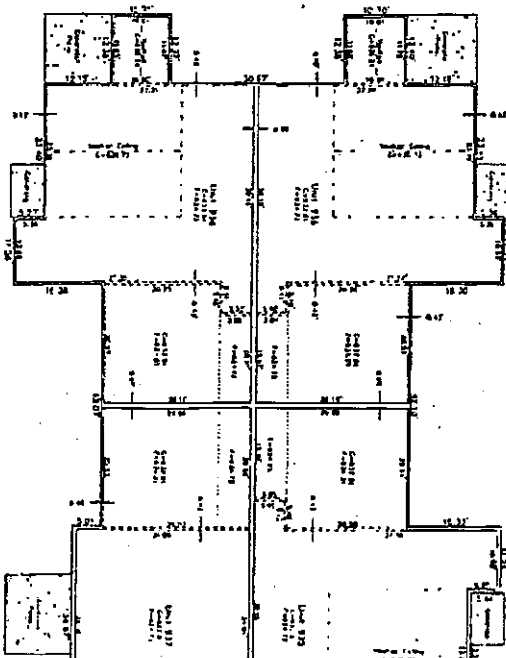


11/15/98
 11/15/98
 11/15/98

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Page 10 of 101 - Summary

BLDG. #3

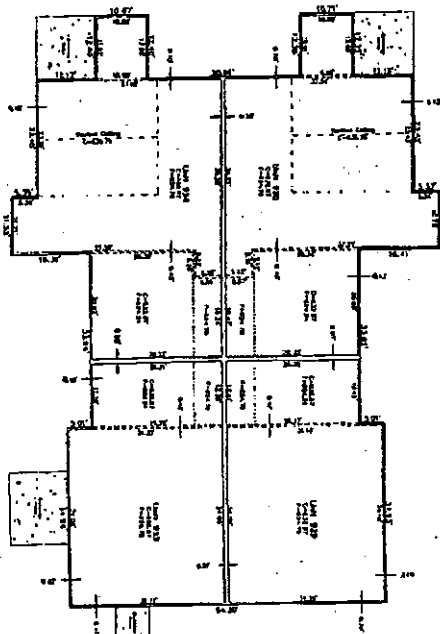
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First Floor
Level 100

MOORE
an eligible group of youth will be defined by the school system at the first presentation of government.

My first thought of youth when we started the program was "School kids and the parents." I thought that the youth would be the only group of young people that would be interested in the program. But I was wrong. The youth were not the only group of young people that would be interested in the program. The youth were not the only group of young people that would be interested in the program.



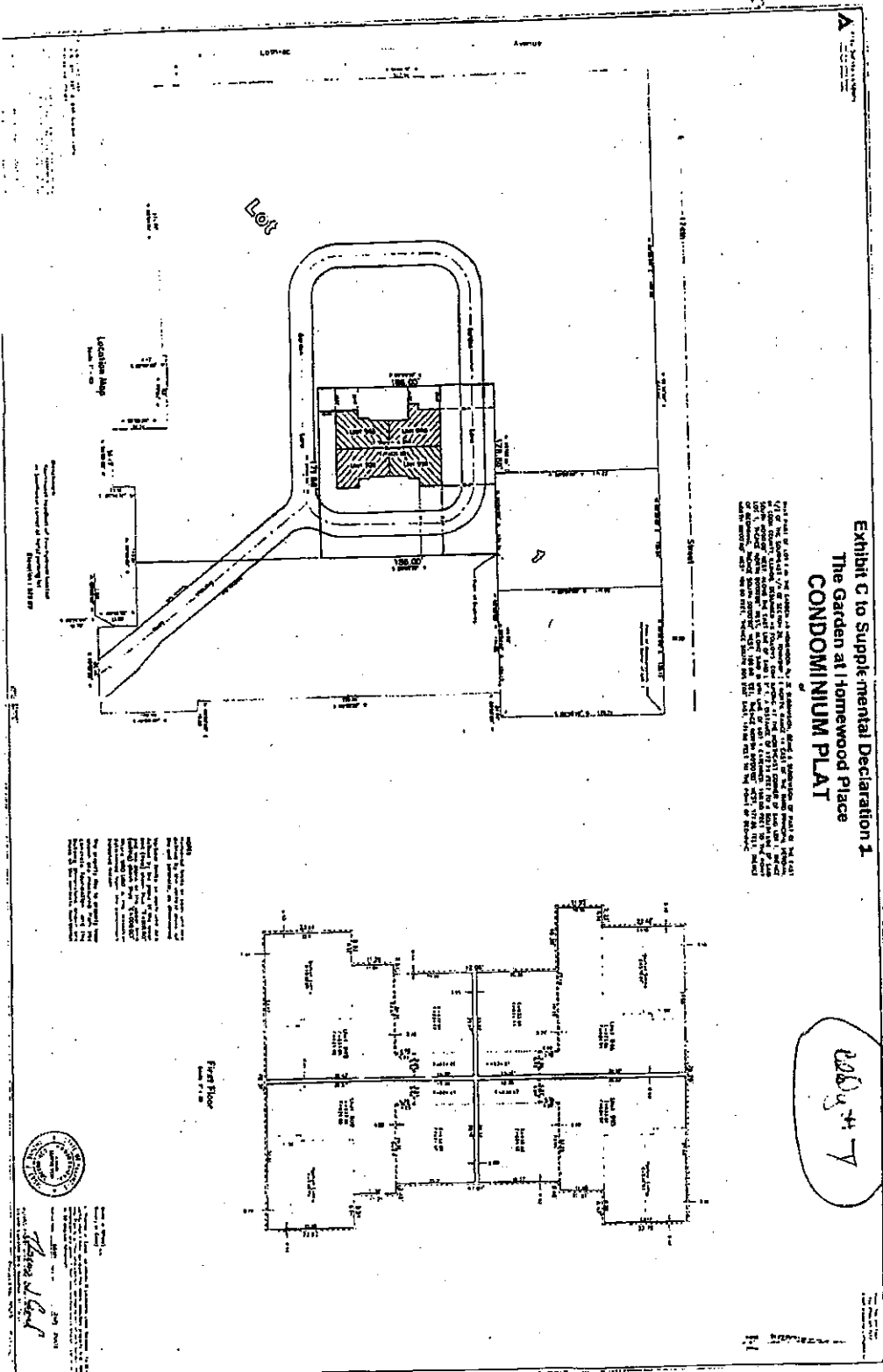
[illegible]

It is generally best to properly maintain a record of the work done on a project. This can be done by using a project log or a project notebook. The project log should include the following information:

Office of General Services
State of Maryland
1000 E. Calvert Street, Room 300
Annapolis, MD 21403
Tel: 410-326-7000
Fax: 410-326-7001
E-mail: info@osgs.state.md.us
Web: www.osgs.state.md.us

B/L DG. #5

Y. S. 226

[illegible]

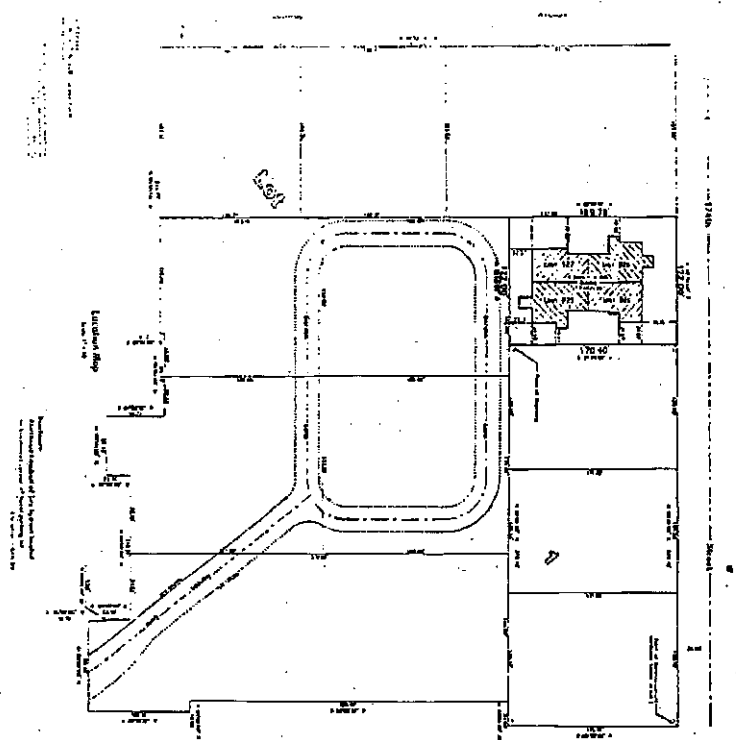
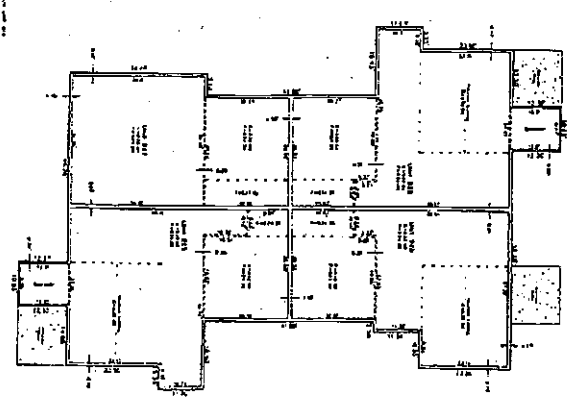


Exhibit C to Supplemental Declaration 1
The Garden at Homewood Place
CONDOMINIUM PLAT

most of the 19th century it was held that the right of a husband or father to the life of his wife or child was absolute, and that the state had no right to interfere with it. This view was based on the idea of the family as a private institution, and the state as a public one. The state was seen as having no right to interfere with the private life of the family, and the family was seen as having no right to interfere with the public life of the state. This view was based on the idea of the family as a private institution, and the state as a public one. The state was seen as having no right to interfere with the private life of the family, and the family was seen as having no right to interfere with the public life of the state.

8705



Page 10

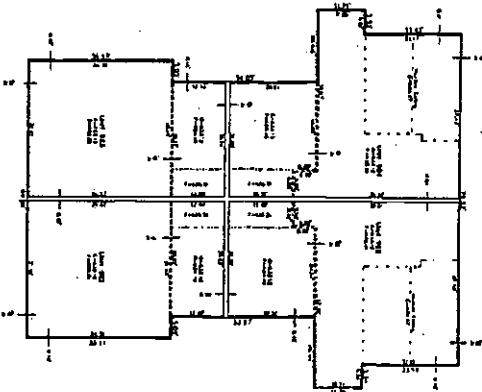
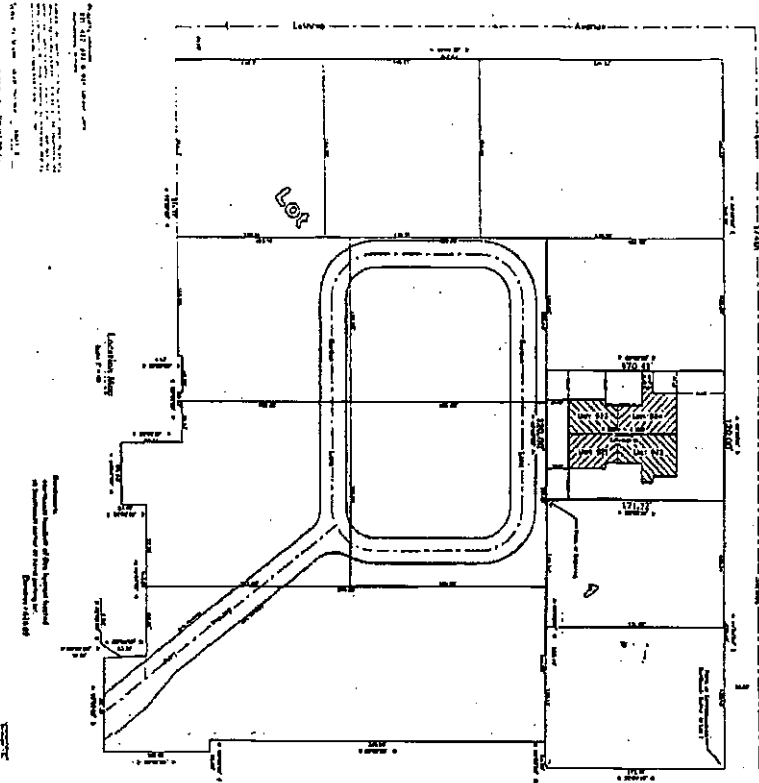


10/10/1944

A

**Exhibit C to Supplemental Declaration 1
The Garden at Homewood Place
CONDOMINIUM PLAT**

THIS PLAT IS THE PROPERTY OF THE DEVELOPER, THE GARDEN AT HOMEWOOD PLACE, INC., AND IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS AMENDED, WHICH ARE ATTACHED TO THIS PLAT. THE DEVELOPER HEREBY CERTIFIES THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

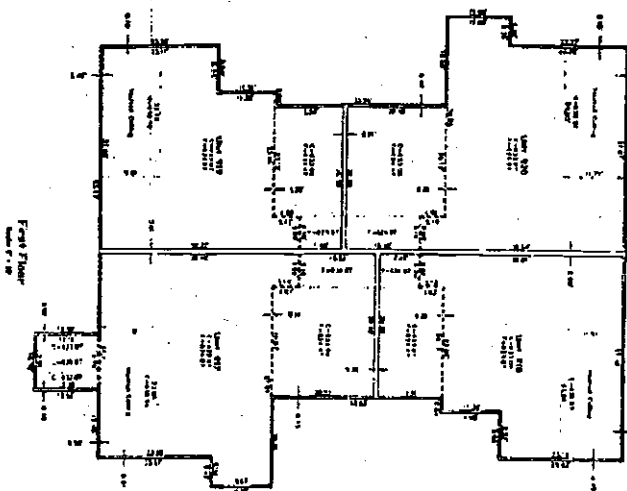


THESE DIMENSIONS AND BEARINGS WERE OBTAINED FROM THE RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS AMENDED, WHICH ARE ATTACHED TO THIS PLAT.



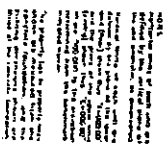
Surveyor
10/1/1994

BL 99.9 #9

[illegible]

DOE's new funding of DOE and the Department of Energy's Office of Biological and Environmental Research (BER) will be used to support research in the area of biological and environmental research. The funding will be used to support research in the area of biological and environmental research. The funding will be used to support research in the area of biological and environmental research.

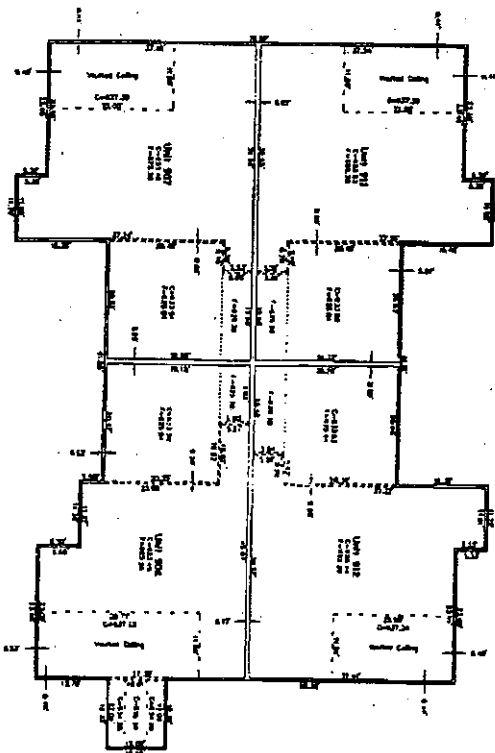
Name of Student _____
 Faculty of Education _____
 Department of _____
 Date _____
 Page _____

[illegible]

916-914-915-993



(Faint handwritten notes)

[illegible]

Page 12

NOTE: Mathematical study of rock unit correlations in the western slope of the west piedmont, as described in the report, is presented in the following figures:

Western Slope of west unit, as defined by the slope of the lowermost [unit] (unit base T-1000 BT) and the slope of the uppermost [unit] (unit base T-1000 BT) (Slope) values from T-1000 BT through 000,000 is the constant determined from the basement-piedmont contact.

The property that the property must be an "unconformity" (i.e., a surface of erosion, deposition, or other geological process) is the basis for the generalization that the

81-16-7031 Received by: David Baines
Title or Project #
Library or Location

Number of Pages or Number of Volumes
Date Recd.
Date Sent
By whom sent
To whom sent
Remarks

19th Nov - December, 2000
Three J Leaf



0518053071

Doc#: 0518053071
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 06/29/2005 10:34 AM Pg: 1 of 5

**SPECIAL AMENDMENT TO
DECLARATION OF
CONDOMINIUM OWNERSHIP
FOR THE GARDEN AT
HOMewood PLACE
CONDOMINIUM ASSOCIATION**

THIS SPECIAL AMENDMENT is made and entered into this 11th day of May, 2005 by the Board of Directors of **THE GARDEN AT HOMewood PLACE CONDOMINIUM ASSOCIATION**, an Illinois not-for-profit corporation:

WITNESSETH

WHEREAS, a Declaration of Condominium Ownership for The Garden at Homewood Place, Homewood, Illinois ("Declaration") was recorded in the Office of the Recorder of Deeds, Cook County, Illinois, on January 24, 2001 as Document Number 0010062958.

WHEREAS, thereafter, supplemental declarations were thereafter recorded in the Office of the Recorder of Deeds, Cook County, Illinois, for the purpose of subjecting additional real estate to the Declaration as part of the property and adding additional condominium units to the property.

WHEREAS, the Declaration of Condominium Ownership contains a certain Reallocation Formula used to reallocate the percentage interest of the condominium units when additional condominium units were added to the property pursuant to such supplemental declarations heretofore described.

WHEREAS, due to a scrivener's error, percentage of ownership for two of the units inadvertently failed to correctly identify the percentage of ownership attributable to such units, such units being Units 936 and 937.

WHEREAS, the name of the Condominium Association is *The Garden at Homewood Place Condominium Association*, which was incorporated as an Illinois not for profit corporation on December 28, 2000.

WHEREAS, the Illinois Condominium Property Act (765ILCS605/27(b)) in paragraphs 1 and 2 provides as follows:

(b) (1) *If there is an omission or error in the declaration, bylaws or other condominium instrument, the association may correct the error or omission by an amendment to the declaration, bylaws, or other condominium instrument* in such respects as may be required to conform to this Act, and any other applicable statute or

to the declaration *by vote of two-thirds of the members of the Board of Managers or by a majority vote of the unit owners at a meeting called for this purpose, unless the Act or the condominium instruments specifically provide for greater percentages or different procedures.*

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

NOW THEREFORE, the Board of Directors of *The Garden at Homewood Place Condominium Association*, pursuant to the power and authority granted to it under Section 27 of the Illinois Condominium Property Act (765 ILCS 605/27) hereby executes this Special Amendment and states the follows:

1. The percentage of ownership of condominium unit 936 of an undivided interest of the common area and facilities as heretofore set forth in the Declaration of Condominium Ownership and/or Supplemental Declarations is hereby amended to be 2.2352%.
2. The percentage of ownership of condominium unit 937 of an undivided interest of the common area and facilities as heretofore set forth in the Declaration of Condominium Ownership and/or Supplemental Declarations is hereby amended to be 1.9436%.
3. Except for the above-described provisions, all other provisions of the said Declaration and Amendments are hereby confirmed and ratified.

4. This Special Amendment shall be effective upon the date of this recording with the Recorder of Deeds, Cook County, Illinois.

**APPROVAL OF BOARD OF DIRECTORS OF THE
GARDEN AT HOMEWOOD PLACE CONDOMINIUM
ASSOCIATION**

Edward Wallinga PRES.

Shirley M. Janlin SECT.

Richard Smith VICE PRES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ACKNOWLEDGMENT

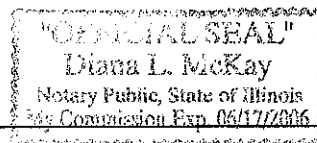
Diana L. McKay a notary public in and for said county in the State aforesaid,
does hereby certify that *Edward Wallinga, Shirley Janlin, Richard*
Smith, being
all of the members of the Board of Directors of **The Garden at Homewood Place Condominium Association**, an Illinois not-for-profit corporation, personally known to me to be the same persons whose names are subscribed to this instrument as said Board of Directors appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as the free and voluntary act of the corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of May, 2005.

Diana L. McKay
Notary Public

My Commission Expires:

6/17/2006



CERTIFICATION BY SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Shirley A. Lantieri being first duly sworn on oath deposes and states that she is the Secretary of **The Garden at Homewood Place Condominium Association**, an Illinois not-for-profit corporation, and she further certifies that Board Members having in excess of two-thirds (2/3rds) of the total votes have approved the above and foregoing Special Amendment to the Declaration of Condominium Ownership for **The Garden at Homewood Place Condominium Association** said approval being given at a meeting of the Board of Directors called for such purpose on May 11, _____, 2005.

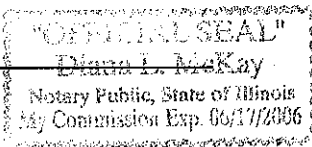
Shirley A. Lantieri
_____, Secretary

Subscribed and sworn to before me this 11th day of
May _____, 2005.

Diana L. McKay

Notary Public

My Commission Expires: 06/17/06



CONSENT BY UNIT OWNERS

We hereby consent to the foregoing Amendment.

Owner, Unit 936

Barbara Van Antwerp
Owner, Unit 937

This instrument prepared by:
John A. Hiskes, Esq.
Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.
10759 West 159th Street, Suite 201
Orland Park, Illinois 60467
(708) 403-5050
Attorney ID No.: 80407

N:\JAH\MISC\SPECIALAMEND.HOMEWOOD