

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
THE PARKSIDE ON THE GREEN SINGLE FAMILY HOMES

Table of Contents

ARTICLE ONE  
Definitions

Association  
Board  
By-Laws  
Charges  
Community Area  
Community Assessment  
Community Expenses  
County  
Declarant  
Declaration  
Development Area  
Home  
Home Exterior  
Lot  
Mortgagee  
Non-Owner  
Owner  
Person  
Premises  
Privacy Area  
Record  
Resident  
Turnover Date  
Unadded Area  
Village  
Voting Member

ARTICLE TWO  
Scope of Declaration/Certain Easements

Property Subject to Declaration  
Conveyances Subject to Declaration  
Duration  
Lot Conveyance  
Access Easement  
Right of Enjoyment  
Delegation of Use  
Rules and regulations  
Utility Easements

- 2.10 Easements, Leases, Licenses and Concessions
- 2.11 Association's Access
- 2.12 No Dedication to Public Use

### ARTICLE THREE

#### Maintenance of the Community Area and Lots

- 3.01 In General
- 3.02 Ownership of Community Area
- 3.03 Maintenance, Repair and Replacement of the Community Area
- 3.04 Maintenance, Repair and Replacement of Lots
- 3.05 Certain Utility Costs
- 3.06 Damage by Resident
- 3.07 Alterations, Additions or Improvements to the Community Area
- 3.08 Alterations, Additions or Improvements to Lots
- 3.09 Privacy Area

### ARTICLE FOUR

#### Insurance/Condemnation

- 4.01 Community Area Insurance
- 4.02 Home Insurance
- 4.03 Rebuilding of Damaged Home
- 4.04 Owner Responsibility
- 4.05 Waiver of Subrogation
- 4.06 Condemnation

### ARTICLE FIVE

#### The Association

- 5.01 In General
- 5.02 Membership
- 5.03 Voting Members
- 5.04 Board
- 5.05 Voting Rights
- 5.06 Director and Officer Liability
- 5.07 Managing Agent
- 5.08 Representation
- 5.09 Dissolution
- 5.10 Litigation

### ARTICLE SIX

#### Assessments

- 6.01 Purpose of Assessments
- 6.02 Community Assessment
- 6.03 Payment of Community Assessment
- 6.04 Revised Assessment
- 6.05 Special Assessment
- 6.06 Capital Reserve

- 6.07 Initial Capital Contribution
- 6.08 Assessments During Initial Development Period
- 6.09 Payment of Assessments
- 6.10 Sharing of Expenses
- 6.11 Detention Area/Cost Sharing

ARTICLE SEVEN  
Collection of Charges and  
Remedies for Breach or Violation

- 7.01 Creation of Lien and Personal Obligation
- 7.02 Collection of Charges
- 7.03 Non-Payment of Charges
- 7.04 Lien for Charges Subordinated to Mortgages
- 7.05 Self-Help by Board
- 7.06 Other Remedies of the Board
- 7.07 Costs and Expenses
- 7.08 Enforcement by Owners

ARTICLE EIGHT  
Use Restrictions

- 8.01 Industry/Signs
- 8.02 Unsightly Uses
- 8.03 Antennae
- 8.04 Residential Use Only
- 8.05 Parking
- 8.06 Obstructions
- 8.07 Pets
- 8.08 No Nuisance
- 8.09 Structural Impairment

ARTICLE NINE  
Declarant's Reserved Rights and  
Special Provisions Covering Development Period

- 9.01 In General
- 9.02 Promotion of Project
- 9.03 Construction on Premises
- 9.04 Grant of Easements and Dedications
- 9.05 Developer Control of Association
- 9.06 Other Rights
- 9.07 Assignment by Declarant

ARTICLE TEN  
Amendment

- 10.01 Special Amendments
- 10.02 Amendment

ARTICLE ELEVEN  
Mortgagees' Rights

- 11.01 Notice to Mortgagees
- 11.02 Consent of Mortgagees
- 11.03 Insurance Proceeds/Condemnation Awards

ARTICLE TWELVE  
Annexing Additional Property

- 12.01 In General
- 12.02 Power to Amend
- 12.03 Effect of Supplemental Declaration

ARTICLE THIRTEEN  
Miscellaneous

- 13.01 Notices
- 13.02 Captions
- 13.03 Severability
- 13.04 Perpetuities and Other Invalidity
- 13.05 Title Holding Land Trust

DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR PARKSIDE ON THE GREEN SINGLE FAMILY HOMES

This Declaration is made by PDI DEVELOPMENT, INC., an Illinois corporation ("Declarant").

RECITALS

Declarant holds record title to the Development Area which is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phased single family detached home development called Parkside on the Green Single Family Homes (the "Development"). The Development shall include residential units, parking areas, green space, walkways, driveways and ponds.

Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Twelve. Nothing in this Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

Certain portions of Lots are designated as Community Area hereunder and other portions are, or shall become, Home Exteriors hereunder. In order to provide for the orderly and proper administration and maintenance of the Community Area and Home Exteriors and for the architectural control of the Lots, the Declarant has formed (or will form) the Association under the Illinois General Not-For-Profit Corporation Act. The Association shall have the responsibility for administering and maintaining the Community Area and certain portions of the Home Exteriors and shall set budgets and fix assessments to pay the expenses incurred in connection with such duties. Each Owner of a Lot shall be a member of the Association and shall be responsible for paying assessments with respect to the Lot owned by such Owner.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to appoint all members of the Board, as more fully described in Article Nine, the right to come upon the Premises in connection with Declarant's efforts to sell Lots and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE ONE  
Definitions

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

1.01 ASSOCIATION: The Parkside on the Green Single Family Homes Association, an Illinois not-for-profit corporation, its successors and assigns.

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

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

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

1.05 COMMUNITY AREA: Those portions of the Premises which are described and/or designated as "Community Area" in Exhibit B or Exhibit C hereto, together with all improvements located above and below the ground and rights appurtenant thereto. Without limiting the foregoing, the Community Area shall include all private roads, driveways and parking areas located on the Premises as well as all watermains, sanitary sewers, storm sewers and other drainage facilities located on the Premises which are not in or under a Home. It is anticipated that "Outlot A" and "Outlot B" in Single Family Homes at Parkside on the Green Subdivision will be Community Area and will be owned by the Association. However, the Community Area shall also include the driveways and parking areas located on each Lot and such portions of the Community Area shall not be owned by the Association.

1.06 COMMUNITY ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.07 COMMUNITY EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement, landscaping and snow removal of the Community Area; landscaping and snow removal from each Lot, as more fully provided in Section 3.04; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the

Association in connection with the maintenance of the Community Area and the Home Exteriors for which the Association is responsible hereunder; any expenses designated as Community Expenses by this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

1.08 COUNTY: Cook County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in Cook County as of the Recording of this Declaration.

1.09 DECLARANT: PDI DEVELOPMENT, INC., an Illinois corporation, its successors and assigns.

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

1.11 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.12 HOME: That portion of a Lot which is improved with a single family home.

1.13 HOME EXTERIOR: With respect to each Lot which has been improved with a Home which has been issued a temporary or permanent Certificate of Occupancy, the roof, foundation, steps, footings, outer surface of exterior walls and garage doors of the Home and all portions, of the Lot which are not improved with the Home, including, without limitation, the following:

(a) Walkways, patios, grass, shrubbery and other landscaping, if any; and

(b) Those portions of water, sewer, electric and other operating or utility systems located outside of the Home.

Without limiting the foregoing, the Home Exterior shall not include any portion of a Lot which is designated in Exhibit C hereto as being part of the Community Area.

1.14 LOT: Each subdivided lot designated in Exhibit B hereto as a Lot, together with all improvements thereon and thereto.

1.15 MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Lot.

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

1.17 OWNER: A Record owner, whether one or more persons, of fee simple title to a Lot, including contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Lot owned by the Declarant.

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

1.19 PREMISES: Those portions of the Development Area which are legally described in Exhibit B hereto, with all improvements thereon and rights appurtenant thereto. Declarant shall have the right, but not the obligation, to make additional portions of the Development Area subject to this Declaration as part of the Premises as more fully provided in Article Twelve.

1.20 PRIVACY AREA: As defined in Section 3.09.

1.21 RECORD: To record in the office of the Recorder of Deeds for the County.

1.22 RESIDENT: An individual who resides in a Home and who is either the Owner, a tenant of the Owner, a contract purchaser of the Lot, or a relative of any such Owner, tenant or contract purchaser.

1.23 TURNOVER DATE: The date on which the rights of the Declarant to designate the members of the Board are terminated under Section 9.05.

1.24 UNADDED AREA: Those portions of the Development Area which from time to time have not been made subject to this Declaration as part of the Premises.

1.25 VILLAGE: The Village of Palatine, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Village of Palatine as of the Recording of this Declaration.



1.26 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

## ARTICLE TWO

### Scope of Declaration/Certain Easements

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as provided in Article Twelve hereof. Nothing in this Declaration shall be construed to obligate the Declarant to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations Recorded by Declarant pursuant to Article Twelve.

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

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by the Owner of not less than three-fourths (3/4) of the Lots then subject to the Declaration.

2.04 LOT CONVEYANCE: Once a Lot has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Lot shall

be of the entire Lot and there shall be no conveyance or transfer of a portion of the Lot without the prior written consent of the Board.

2.05 ACCESS EASEMENT: Each owner of a Lot shall have a non-exclusive perpetual easement for ingress to and egress from his Lot to public streets and roads over and across (i) the private roads located on Outlot A or Outlot B and (ii) over and across those portions of the Shared Driveway, if any, as delineated on Exhibit C hereto, which furnishes access from the Lot to the private road located on either Outlot A or Outlot B, which easement shall run with the land, be appurtenant to and pass with title to every Lot. The County, the Village or any other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over roads and driveways located on the Community Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises. Subject to the provisions of Section 2.13, the Association, its employees, agents and contractors, shall have the right of ingress to, egress from, and parking on the Community Area, and the right to store equipment on the Community Area, for the purpose of furnishing any maintenance, repairs or replacements of the Community Area and Home Exteriors, as required or permitted hereunder.

2.06 RIGHT OF ENJOYMENT: Except as provided in Section 2.13, each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area and the exclusive right to use and enjoy his Home Exterior. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Community Area and the Owner's Lot to Residents of his Lot. An Owner shall delegate such rights to tenants and contract purchasers of the Lot who are Residents.

2.08 RULES AND REGULATIONS: The use and enjoyment of the Community Area and the Home Exteriors shall at all times be subject to reasonable rules and regulations duly adopted by the Association from time to time.

2.09 UTILITY EASEMENTS: The Village of Palatine, Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, Continental Cable, and all other

public and private utilities serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area and Home Exteriors for the purpose of providing utility services to the Premises or any other portion of the Development Area.

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities and similar and related purposes. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Also, the Association shall have the right and power to dedicate any part or all of the roads or parking areas to the County, the Village or any municipality or other governmental authority which has jurisdiction over the Community Area. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit Ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

2.11 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any Lot and Home for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

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

2.13 PARKING/DRIVEWAYS: Exhibit C attached hereto is a site plan which shows private roads, driveways and parking areas which shall be located on the Premises. All private roads, driveways and parking areas located on the Premises will be Community Area hereunder and, as such, will be maintained, repaired and replaced by the Association as a Community Expense. However, the right to use the roads, driveways and parking areas which are part of the Community Area will be limited in certain respects as follows:

(a) The private roads located on Outlot A and Outlot B may be used by each Owner and the Owner's guests and invitees for access to and from the Owner's Lot.

(b) Those portions of each driveway shown on Exhibit C which are designated as a "Shared Driveway" may be used by each Owner of a Lot which is served by the Shared Driveway and the Owner's guests and invitees for access to and from the Lot which is served by the Shared Driveway.

(c) Those portions of the driveway or parking area located on a Lot which are not designated as being part of a Shared Driveway on Exhibit C or which are designated on Exhibit C as being "assigned", shall be for the exclusive use of the Owner of the Lot on which such area is located and such Owner's guests and invitees.

(d) Those parking areas which are designated on Exhibit C as being "guest" shall be available for parking by the guests or invitees of any Owner.

(e) Parking on the Shared Driveways and on private roads located on Outlot A and Outlot B shall only be permitted subject to rules and regulations adopted from time to time by the Board.

### ARTICLE THREE

#### Maintenance of the Community Area and Lots

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 OWNERSHIP OF COMMUNITY AREA: No later than the Turnover Date, the Community Area which is not part of a Lot shall be conveyed to the Association free and clear of any mortgage or trust deed whatsoever. Thereafter, any Community Area which is made subject to this Declaration and which is not part of a Lot shall be conveyed to the Association free and clear of any mortgage or trust deed at the time that it is made subject to this Declaration. Community Area which is part of a Lot shall be owned by the Owner of the Lot.

3.03 MAINTENANCE, REPAIR AND REPLACEMENT OF THE COMMUNITY AREA: Maintenance, repairs and replacements of the Community Area shall be furnished by the Association, and shall include, without limitation, snow removal, street cleaning and other necessary maintenance, repair and replacement of private roads, driveways and parking areas which are part of the Community Area, added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and other landscaping on the Community Area, and maintenance, repair and replacement of

watermains, sanitary sewers, storm sewers and other drainage facilities located on the Premises (other than those portions thereof which are in or under a Home). The cost of any such maintenance, repairs and replacement shall be Community Expenses except for certain utility charges incurred in connection with the use, operation and maintenance of the Community Area that are not separately metered to the Community Area and are billed to Owners according to the provisions of Section 3.05 below.

#### 3.04 MAINTENANCE, REPAIR AND REPLACEMENT OF LOTS:

(a) Except as otherwise provided in this Section, each Owner shall be responsible for the maintenance, repair and replacement of his Lot, including the Home and Privacy Area, if any, thereon.

(b) The Association shall be responsible for added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping of the Home Exteriors and for snow removal from all sidewalks and service walks located on Lots.

(c) The maintenance, repair, and replacement of the Privacy Area, if any, on the Lot shall be governed by the provisions of Section 3.09 below.

(d) The maintenance, repair and replacement of those portions of each Lot which are designated as Community Area hereunder, including, without limitation, any driveways and parking areas located on the Lot, shall be furnished by the Association, as more fully provided in Section 3.03 above.

(e) Each Owner shall be responsible for keeping his Home and any walkways located on his Lot in good condition and repair. If, in the sole judgment of the Board, an Owner fails to maintain those portions of the Owner's Lot, Home, Home Exterior or Privacy Area which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Homes and Home Exteriors in the Development or in compliance with rules and regulations adopted by the Board from time to time, then the Board may, in its discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Board, in its sole judgment, then the Board may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

3.05 CERTAIN UTILITY COSTS: Certain utility charges incurred in connection with the use, operation and maintenance of the Community Area and Home Exteriors may not be separately metered and billed to the Association. Without limiting the foregoing, the Association shall have the right to use water from taps or spigots which are located on a lot for the purpose of watering the green areas in the Community Area or Home Exteriors. If the charges for such water or other utilities are metered to individual Lots rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Board, each Owner is sharing in a fair and equitable manner the charges for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Board, the Owner of a Home is being billed disproportionately for charges allocable to the Community Area and Home Exteriors, 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 Community Area and Home Exteriors and the amount thereof shall be Community Expenses hereunder.

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

3.06 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Home, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Lot, damage shall be caused to the Community Area or a Home Exterior and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, then the Owner of the Lot shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Association.

3.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA: No alterations, additions or improvements shall be made to the Community Area without the prior approval of the Board. The Association may cause alterations, additions or improvements to be made to the Community Area, and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05; except, that, any such alteration, addition or improvement which shall cost more than four (4) months assessments then in effect under the then current budget shall be approved in advance at a special meeting of the Owners.

3.08 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO HOMES AND HOME EXTERIORS: No additions, alterations or improvements (including without limitation, changes in the landscaping or

exterior color of a Home or construction of a fence, shed, outbuilding, antenna, satellite dish or similar changes) shall be made to any Home Exterior or any part of the Home which is visible from outside the Lot by an Owner without the prior written consent of the Board. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Home Exterior by an Owner upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance of the Home Exterior as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made to a Home Exterior by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Home Exterior to its original condition, all at the Owner's expense; or

(b) If the Owner refuses or fails to properly perform the work required under (a), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

**3.09 PRIVACY AREA:** Certain portions of a Home Exterior may be designated as being reserved for the exclusive use of the Residents of a particular Lot as a garden, patio or other similar use ("Privacy Area"), as provided in this Section. The Declarant may designate portions of the Home Exterior as Privacy Areas by so designating such portions in Exhibit B. Alternatively, the Board may designate Privacy Areas pursuant to rules and regulations adopted from time to time by the Board. The Board shall maintain a record of all Privacy Areas and to which Lot each Privacy Area is assigned. The right to use a Privacy Area which is assigned to a Lot shall run with title to the Lot. Subject to the provisions of Section 3.04, and any rules and regulations established by the Association, an owner may landscape his Privacy Area, or otherwise improve his Privacy Area in a manner which compliments and enhances the aesthetic appearance of the Development. The Owner shall be solely responsible, at his own expense, for the maintenance, repair, upkeep, planting and replanting of his Privacy Area and any improvements thereto. If the Owner fails, in the sole judgment of the Board, to properly maintain his Privacy Area, then the Board, in its discretion and at the Owner's expense, may (i)

cause the Privacy Area to be properly maintained and the cost thereof shall be a Charge to the Owner, or (ii) cause the Privacy Area to be restored to its original state in conformity with the surrounding landscape, in which case such portion of the Home Exterior shall no longer be deemed to be a Privacy Area and the Owner shall no longer have any rights under this Section with respect to such portion of the Home Exterior.

#### ARTICLE FOUR Insurance/Condemnation

##### 4.01 ASSOCIATION INSURANCE:

(a) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Community Area or Home Exterior. The Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

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

(c) The premiums for any insurance obtained under this Section shall be Community Expenses.

##### 4.02 HOME INSURANCE:

(a) Each Owner of a Lot shall be responsible for and shall procure fire and all risk coverage insurance upon such Owner's Home for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies, in such form, and for such premiums and periods as he may determine to be appropriate. Any such policy shall contain waivers of subrogation with respect to the Association and its directors, officers, employees and agents (including the managing agent), occupants of the Lot, the



Declarant or shall name such parties as additional insured parties, as their interests may appear. Each Owner shall also be responsible for his own insurance on the contents of his Lot and furnishings and personal property therein.

(b) Each Owner shall deliver to the Board a certificate of insurance certifying that a policy of insurance covering such Owner's Home, as required under this Section, is in effect, and that said policy shall not be cancelled or materially changed except upon ten (10) days' prior written notice thereof to the Board. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section and provide proof thereof to the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's Home with a company, in a form, for a premium and period as determined by the Board to be appropriate and the cost thereof shall be charged to the Owner.

(c) No Owner shall cause or permit anything to be done or kept on the Premises which will result in the cancellation of insurance on such Owner's Home, any other Home, or the Community Area.

#### 4.03 REBUILDING OF DAMAGED HOME:

(a) In the event of damage to or destruction of any Home and Lot by fire or other casualty for which the Owner is required to carry insurance hereunder, the Owner thereof shall, within a reasonable time after such damage or destruction, repair or rebuild the same in substantial and workmanlike manner with materials comparable to those used in the original structure, and in conformity in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. When rebuilt, the Home Exterior and any Community Area located on the Lot shall be substantially similar to, and its architectural design and landscaping shall be in conformity with, the surrounding Homes and Lots which are not so damaged or destroyed. The Owner shall not be relieved of his obligation to repair or rebuild his Home and Lot under this Subsection (a) by his failure to carry sufficient insurance or the fact that proceeds received by the Owner from his insurer are not sufficient to cover the cost thereof.

(b) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in Subsection (a), to perform the necessary repair or rebuilding, then, the Board may cause such repairs or rebuilding to be performed in the manner as provided in Subsection (a) and the cost thereof shall be a Charge hereunder payable by the Owner to the Association upon demand.

4.04 OWNER RESPONSIBILITY: In addition to the coverage described in Section 4.02 above with respect to his Home, each Owner shall obtain his own personal liability insurance to the extent not covered by the liability insurance for all of the Owners obtained as part of the Community Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such individual insurance coverage on behalf of the Owners.

4.05 WAIVER OF SUBROGATION: The Association and each Owner hereby waives and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Association, its directors and officers, Declarant, the Declarant, the managing agent, if any, and their respective employees and agents, for damage to the Homes, the Community Area, or to any personal property located in the Homes or the Community Area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Board under Sections 4.01(a) and (b) shall contain waivers of the insurer's rights to subrogation against any Owner, relatives of an Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents.

4.06 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Community Area Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Board, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and Recorded.

#### ARTICLE FIVE The Association

5.01 IN GENERAL: Declarant has caused or shall cause the Association to be incorporated as a not-for-profit corporation under Illinois law. The Association shall be the governing body for all of the Owners for the administration and

operation of the Community Area and to the maintenance repair and replacement of the Community Area and Home Exteriors.

5.02 MEMBERSHIP Each Owner shall be a member of the Association. There shall be one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within 10 days after such change.

5.03 VOTING MEMBERS: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Lot as the Voting Member for such Lot.

5.04 BOARD: Subject to the rights retained by the Declarant under Section 9.05, the Board shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Declarant and the Owners shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member shall have one vote for each Lot which the Voting Member represents. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority by the Voting Members present at such meeting, except as otherwise provided herein or in the By-Laws.

5.06 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor the officers of the Association shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant, Declarant and each of the directors and officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other

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

5.07 MANAGING AGENT: The Declarant (or an entity controlled by the Declarant) may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and the Declarant (or an entity controlled by the Declarant). Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee on 90 days written notice.

5.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Community Area and Home Exteriors. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Community Area and Home Exteriors and any such settlement shall be final and shall bind all of the Owners.

5.09 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Community Area owned by the Association shall be conveyed to the Owners as tenants-in-common.

5.10 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association

without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the Lots to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the By-Laws or rules and regulations adopted by the Board (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or (b) counterclaims brought by the Association in proceedings instituted against it.

## ARTICLE SIX Assessments

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

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

- (1) The estimated Community Expenses;
- (2) The estimated amount, if any, to maintain adequate reserves for Community Expenses including, without limitation, amounts to maintain the Capital Reserve;
- (3) The estimated net available cash receipts from the operation and use of the Community Area, plus estimated excess funds, if any, from the current year's assessments;
- (4) The amount of the "Community Assessment" payable by the Owners, which is hereby defined as the amount determined in (1) above, plus the amount determined in (2) above, minus the amount determined in (3) above;
- (5) That portion of the Community Assessment which shall be payable each month by the Owner of each Lot which is subject to assessment hereunder, which shall be equal to one-twelfth of the Community Assessment divided by the number of Lots, so that each Owner shall pay equal Community Assessments.

Anything in this Section to the contrary notwithstanding, (i) during the Initial Development Period the assessment procedure set forth in Section 6.08 shall apply and the budget provided for in this Section need not disclose the information called for in Subsection (5) above, although the

budget shall disclose the portion of each Owner's share of the Community Assessment which shall be added to the Capital Reserve; and (ii) in no event shall a Lot be subject to assessment hereunder until such time as the Lot has been conveyed by Declarant to a bona fide purchaser for value.

6.03 PAYMENT OF COMMUNITY ASSESSMENT: On or before the 1st day of January of the ensuing calendar year, and on or before the 1st day of each and every month thereafter until the effective date of the next annual or revised Community Assessment, each Owner of a Lot which is subject to assessment shall pay to the Association, or as the Board may direct, that portion of the Community Assessment which is payable by each Owner of a Lot under Section 6.02(5) or Section 6.08, as applicable.

6.04 REVISED ASSESSMENT: If after the Initial Development period the Community Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessment payable under Section 6.02(5) by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: After the Initial Development Period (defined in Section 6.08 below) the Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Lots in equal shares. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE: The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Community Area

and Lot Exteriors (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Community Area, the Home Exteriors and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Community Area, the Home Exteriors and the purchase of other property to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the Community Assessment which shall be added to the Capital Reserve and each Owner shall be deemed to make a capital contribution to the Association equal to such percentages multiplied by each installment of the Community Assessment paid by such Owner.

6.07 INITIAL CAPITAL CONTRIBUTION: Upon the closing of the first sale of a Lot by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to three (3) months' Community Assessment at the rate which shall become effective with respect to the Lot as of the closing. Said amount shall be held and used by the Association for its working capital needs.

6.08 ASSESSMENTS DURING INITIAL DEVELOPMENT PERIOD: Anything herein to the contrary notwithstanding, from the date of the Recording hereof until the Turnover Date (the "Initial Development Period"), the assessment procedure set forth in this Section shall apply.

(a) The Index. For purposes hereof: (i) The "Index" shall be the level of the most recently published Consumer Price Index - All Items (1982-84 = 100) as published from time to time by the Bureau of Labor Statistics or if the Index shall cease being published, such other index or standard designated by the Declarant, in its discretion, as shall most nearly approximate the measurements theretofore made by the Index shall be used as the Index hereunder and the Index Base Level (hereinafter defined) shall be adjusted accordingly; (ii) the "Index Base Level" shall be 125; and (iii) the "Index Ratio" shall be a fraction, the numerator of which shall be the most recently published level of the Index and the denominator of which shall be the Index Base Level.

(b) Owner's Obligations. Each month during the Initial Development Period each Owner (other than the Declarant) shall pay as his monthly Community Assessment with respect to each Dwelling Unit owned by the Owner, the amount designated from time to time by the Board, which amount shall not be greater than \$75.00 multiplied by the Index Ratio. Out of each such payment, the Association shall add that portion of the payment which is designated in the budget as a capital contribution under Section 6.06 to the Capital Reserve. The balance of each such payment shall be used by the Association to pay the Community Expenses.

(c) Declarant's Obligation. During the Initial Development Period the Declarant shall not be obligated to pay any amounts to the Association as a Community Assessment except as provided in this Subsection. The Declarant shall pay to the Association the aggregate excess, if any, of the Community Expenses incurred and paid during the Initial Development Period over the aggregate amounts assessed to the Owners (other than Declarant) for use by the Association for the payment of Community Expenses under Subsection (b) above during the Initial Development Period. The Declarant shall make such payments to the Association as needed during such period (but at least quarter-annually) and a final accounting shall be made between Declarant and the Association within 120 days after the end of the Initial Development Period. The Declarant shall not be responsible for the payment of any amounts to the Capital Reserve during the Initial Development Period.

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

6.10 SHARING OF EXPENSES: The Premises are adjacent to a condominium project known as Parkside on the Green Condominium (the "Condominium") which were created under the Declaration of Condominium Ownership for Parkside on the Green Condominium recorded in Cook County, Illinois on December 8, 1988 as Document No. 88566712 as amended and supplemented from time to time (the "Condominium Declaration"). Declarant is the developer of the Condominium. In the interests of promoting economies of scale, the Association is empowered to enter into contracts jointly with the Parkside on the Green Condominium Association, which administers the Condominium (the "Condominium Association") and providers of services whereby the Condominium Association and the Association purchase services jointly for the Premises and the real estate administered by the Condominium Association.

6.11 DETENTION AREA/COST SHARING: The Declarant may make subject to the Condominium Declaration as common elements one or two detention areas which will serve both the Owners of Lots and Owners of units in the Condominium. The Owners of Lots will be given the right to use and enjoy the detention areas. The Condominium Association will be responsible for maintaining, repairing and replacing the detention areas, but the Association shall pay to the Condominium Association as its share of the cost thereof a fraction of the actual costs incurred and paid by the Condominium Association in connection therewith (as documented by paid bills), the numerator of which fraction shall be eighty-two (82) and the denominator of which fraction shall be eighty-two (82) plus the number of condominium units in the Condominium from



time to time. The Association's share of such costs shall be a Community Expense hereunder.

ARTICLE SEVEN  
Collection of Charges and  
Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Lot 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 on the Owner's Lot. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Lot.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the Mortgagee's mortgage on the Lot which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage,

such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Lot shall be personally liable for his share of the Charges with respect to which a lien against his Lot 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 Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Lot, as provided in this Article.

7.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Home, judicial proceedings must be instituted before any items of construction can be altered or demolished.

7.06 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, enforcement of any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Board may levy a fine or the Board may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the land to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Lot as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons

violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created hereunder.

ARTICLE EIGHT  
Use Restrictions

8.01 INDUSTRY/SIGNS: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Community Area or any Home Exterior, except as permitted by the Board or as permitted under Article Nine.

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

8.03 ANTENNAE: No television antenna, radio receiver or transmitter or other similar device shall be attached to or installed on any portion of any Home Exterior or the Community Area. Without limiting the foregoing, the provisions of this paragraph shall not apply to the Association with respect to the installation of equipment necessary for a master antenna system, cable television system or other similar systems within the Premises.

8.04 RESIDENTIAL USE ONLY: Each Home shall be used only as a residence; provided that no Owner shall be precluded, with respect to his Home, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein or (iii) handling his personal business or professional calls or correspondence therefrom.

8.05 PARKING: The garage which is part of each Lot and that portion of the driveway or parking area which is located on the Lot and which is not designated as a Shared Driveway or Guest Area on Exhibit C shall at all times be available to park an automobile and shall not be used as living space or for storage of items which would prevent the parking of an automobile. Parking of vehicles on other portions of the Premises shall only be permitted pursuant to rules and regulations adopted by the Board, which rules and regulations may provide for the removal of any violating vehicles at the vehicle owner's expense or for the imposition of a fine for a violation of the rules and regulations. Without limiting the foregoing, unless expressly permitted by the Board, no boats, trucks,

recreational vehicles, trailers or other similar vehicles shall be parked or stored on any portion of the Premises (other than a garage which is part of a Home) for more than twenty-four (24) hours at a time.

8.06 OBSTRUCTIONS: Except as permitted under Section 9.03 there shall be no obstruction of the Community Area, and nothing shall be stored in the Community Area without the prior written consent of the Board.

8.07 PETS: No animal of any kind shall be raised, bred or kept in the Community Area. The Board may from time to time adopt rules and regulations governing the (a) keeping of pets in the Home, which may include prohibiting certain species of pets from being kept in the Home and (b) use of the Community Area by pets, including, without limitation, rules and regulations which require an Owner to clean up after his pet. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days written notice from the Board to the Owner of the Home containing such pet and the decision of the Board shall be final.

8.08 NO NUISANCE: No noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

8.09 STRUCTURAL IMPAIRMENT: Nothing shall be done in, on or to any part of the Premises which would impair the structural integrity of any Home located thereon.

#### ARTICLE NINE

##### Declarant's Reserved Rights and Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern.

9.02 PROMOTION OF PROJECT: In connection with the promotion, sale or rental of any improvements upon the Development Area: (i) the Declarant shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, including, without limitation, the right to construct and maintain model Homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such

locations and in such forms as the Declarant may deem advisable; and (ii) Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any unit owned by it or the Declarant to any person or entity which it deems appropriate in its sole discretion.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Homes or the Community Area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Community Area to the County, the Village or any municipality or other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Lot.

9.05 DEVELOPER CONTROL OF ASSOCIATION: The first and all subsequent Boards shall consist solely of three (3) persons from time to time designated by the Declarant, which persons may, but need not, be members under Section 5.02. Declarant's rights under this Section to designate the members of the Board shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any part of the Premises, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, (iii) five (5) years from the date of Recording hereof or (iv) within ninety (90) days of the consummation of the sale by Declarant of forty (40) Lots. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board shall be constituted and elected as provided in the By-Laws. Prior to the

Turnover Date all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall have no voting rights.

9.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.07 ASSIGNMENT BY DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

#### ARTICLE TEN Amendment

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots, (iii) to correct errors in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations or (v) to modify Exhibit C to reflect changes in the location of Shared Driveways or other aspects of the Site Plan approved by the Village. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power to make Special Amendments

hereunder shall terminate at such time as Declarant no longer holds or controls title to a portion of the Premises.

10.02 AMENDMENT: Subject to Section 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least Seventy-Five percent of the total votes or by an instrument executed by Owners of at least Seventy-Five Percent (75%) of the Lots; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all Mortgagees, and (ii) Article Nine, Article Twelve or any other provisions relating to the rights of Declarant may be amended only with the written consent of the Declarant. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Lot shall no longer have the legal access to a public way from his Lot. No amendment shall become effective until properly Recorded.

#### ARTICLE ELEVEN Mortgagees Rights

11.01 NOTICE TO MORTGAGEES: Upon the specific, written request of Mortgagee or the insurer or guarantor of a Mortgagee's mortgage, such party shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of any proposed action that requires the consent of a specified percentage of Eligible Mortgagees;

(e) Notice of any substantial damage to any part of the Community Area or the Lot subject to the Mortgagee's mortgage;

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area or the Lot subject to the Mortgagee's mortgage.

(g) Notice of any default by the Owner of the Lot which is subject to the Mortgagee's mortgage under this Declaration, the By-Laws or the rules and regulations of the Association which is not cured within 30 days of the date of the default;

(h) The right to examine the books and records of the Association at any reasonable times;

(i) In the case of a Mortgagee, the right to be listed on the records of the Association as an "Eligible Mortgagee" for purpose of Section 11.02 below; and

(j) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

#### 11.02 CONSENT OF MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Lots (by number) which are subject to first mortgages held by Mortgagees which specifically request to be treated as "Eligible Mortgagees" under Section 11.01(i) above will be required for the Association to do or permit to be done any of the following:

(1) Adoption of an amendment to this Declaration which (i) changes Article Six or otherwise changes the method of determining the Community Assessments or other Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article Ten, (iii) changes this Article Eleven, Article Twelve or any other provision of this Declaration or by By-Laws which specifically grants rights to Mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes voting rights, or (vi) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Lot;

(2) The withdrawal of the Premises from the provisions of this Declaration;



provided, that, such consent of Eligible Mortgagees will not be required with respect to any action under (1) and (2) above which occurs as a result of any action taken pursuant to Article Twelve.

(b) Whenever required, the consent of an Eligible Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible Mortgagee within thirty (30) days after making the request for consent.

11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the Mortgagee of a Lot with respect to any such distribution to or with respect to such Lot; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

## ARTICLE TWELVE Annexing Additional Property

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to seven (7) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; and any Lots contained in the Added Premises shall be referred to as "Added Lots". After the expiration of said seven (7) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent of two-thirds (2/3) (by number) of the Owners of all Lots then subject to this Declaration is first obtained.

12.02 POWER TO AMEND: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time

and from time to time as provided in Section 12.01, which amends or supplements Exhibit B and Exhibit C. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. Exhibit C may only be amended to show what portions of Added Lots will be Added Community Area and to designate Shared Driveways thereon. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, or Added Lots to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Lot shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Lots immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Community Area or the Added Lots, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Lot or its Owner prior to such Recording;

(e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Lot which is subject to assessment hereunder shall be responsible for the payment of the Community Assessment pursuant to Section 6.02(5) or Section 6.08, as the case may be, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Lot became subject to assessment hereunder.

#### ARTICLE THIRTEEN Miscellaneous

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

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

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

13.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.

13.05 TITLE HOLDING LAND TRUST: In the event title to any Lot is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Lot

remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.


DATED: September 6, 1990

DECLARANT:

PDI DEVELOPMENT, INC.

By:   
(Vice) President

Attest:

  
Asst. Secretary

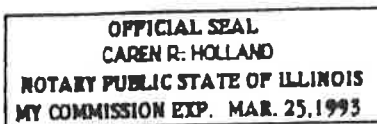
(SEAL)

Parkside.Dec - 0001.073

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF ~~COOK~~ DuPAGE)

I, Caren R. Holland, a Notary Public  
in and for said County and State, do hereby certify that  
Rose Peer and Robert J. Henry, Vice  
President and Assist. Secretary, respectively, of The PDI  
Development, Inc. (the "Declarant") and, as such Vice  
President and as such Assist. Secretary of the Declarant  
appeared before me this day in person and acknowledged that they  
signed, sealed and delivered said instrument as their free and  
voluntary act, and as the free and voluntary act of the Declarant  
for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6<sup>th</sup> day  
of September, 1990.



Caren R. Holland  
Notary Public

THIS INSTRUMENT PREPARED BY:

Brian Meltzer  
KECK, MAHIN & CATE  
1515 East Woodfield Road  
Suite 250  
Schaumburg, Illinois 60173-5431  
(708) 330-1200

Parkside.Dec - 0001.073

CONSENT OF MORTGAGE

Standard Charter<sup>ED</sup> Bank, as holder of a mortgage dated March 9, 1988, and recorded in the office of the Recorder of Deeds of Cook County, Illinois, on March 15, 1988, as Document No. 88107534, with respect to the Premises, hereby consents to the recording of this Declaration to which this Consent is attached and agrees that its mortgage shall be subject to the terms of this Declaration.

DATED: Sept. 10, 1990.

STANDARD CHARTER<sup>ED</sup> BANK

By: [Signature]  
Its: Asst. Vice President

ATTEST:

By: Nancy Diemer  
Its: Vice President

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK        )

I, MARGARET R. BERGER, a Notary Public in and for said County and State, do hereby certify that Michael J. Stevens and Nancy Diemer, respectively, of Standard Charter<sup>ED</sup> Bank, as such Asst. Vice President and Vice President appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of \_\_\_\_\_, for the uses and purposes therein set forth.

SEPTEMBER GIVEN under my hand and Notarial Seal this 10<sup>th</sup> day of \_\_\_\_\_, 1990.

Margaret R. Berger  
Notary Public

My Commission Expires: \_\_\_\_\_

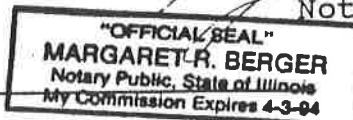


EXHIBIT A TO  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR THE PARKSIDE ON THE GREEN SINGLE FAMILY HOMES

The Development Area

Lots 1 through 47 and Outlots A, B and C in Single Family Homes at Parkside on the Green a planned unit development being a resubdivision of Lots 26 through 33, both inclusive, and Outlots S through X, both inclusive in the Parkhomes of Parkside on the Green recorded January 13, 1988 as Doc. No. 88017992 and Lots 21 through 24, both inclusive, and Outlots U through Y, both inclusive, together with part of Lot 19 and part of Outlot Z in the Arborhomes of Parkside on the Green recorded April 4, 1988 as Doc. No. 88139486. All in part of the Southwest Quarter, part of the South half of the Northwest Quarter and the Northeast Quarter of Section 27, Township 42 North, Range 10 East of the Third Principal Meridian, all in Cook County, Illinois, (the "Single Family Homes at Parkside on the Green Subdivision").

Parkside.Dec - 0001.073

EXHIBIT B TO  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR THE PARKSIDE ON THE GREEN SINGLE FAMILY HOMES

The Premises

I. Lots:

Lots 1 through 47, both inclusive, in Single Family Homes at Parkside on the Green Subdivision.

II. Community Area:

Outlots A and B in Single Family Homes at Parkside on the Green Subdivision.

The driveways and parking areas located on the Lots as delineated in Exhibit C hereto.



91143882

0005.073

03/12/91

SPECIAL AMENDMENT  
TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE  
PARKSIDE ON THE GREEN SINGLE FAMILY HOMES

This Special Amendment is made by PDI Development, Inc., an Illinois corporation ("Declarant").

R E C I T A L S

Declarant recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Parkside on the Green Single Family Homes in Cook County, Illinois as Document No. 90460374 (the "Declaration"). Section 10.01 of the Declaration reserves to the Declarant the right to correct errors in the Declaration. It has come to Declarant's attention that the road which should have been constructed entirely on Outlot A in fact encroaches slightly onto Lot 15. The encroachment is not shown on Exhibit C to the Declaration. However, it was the intention of the Declarant that the private road would be Community Area and would, as such, be available to provide access to and from Homes located on the Premises and would be maintained by the Association as part of the Community Expenses.

In order to correct the error, the Declarant desires to amend the Declaration.

Accordingly, pursuant to the powers reserved in Section 10.01 of the Declaration the Declarant hereby amends the Declaration as follows:

1. The definition of the Community Area in Section 1.05 of the Declaration is amended to include as Community Area those portions of the road which is primarily located on Outlot A which encroach onto Lot 15.

2. Section 2.05 of the Declaration is hereby amended to provide that each Owner of a Lot shall have a non-exclusive perpetual easement for ingress to and egress from his Lot to public streets and roads over and across that portion of the road which is primarily located on Outlot A to the extent that it encroaches onto Lot 15.

3. Section 3.04(d) of the Declaration is amended to provide that that portion of the road which is primarily located on Outlot A but which encroaches onto Lot 15 shall be maintained by the Association to the same extent as it maintains all other portions of the Community Area, as more fully provided in Section 3.03.

*15 Copy*

*Box 15  
AMM*

91143882

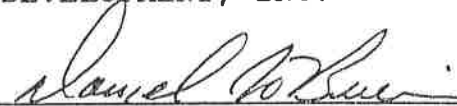
91143882

9 1 | 4 3 8 8 2

4. As hereby amended, the Declaration shall continue in full force and effect.

DATED: 3/27, 1991.

PDI DEVELOPMENT, INC.

By:   
Vice President

ATTEST:

By: 

0005.073

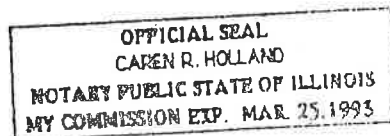
91143882

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF ~~COOK~~  
           DUPAGE

I, Caren R. Holland, a Notary Public in and for said County and State, do hereby certify that Daniel O'Brien and Robert Hine are Vice President and Asst. Secretary respectively, of PDI Development, Inc., an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such <sup>Vice</sup> President and Asst. Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 27<sup>th</sup> day of March, 1991.

Caren R. Holland  
 Notary Public



91143882

## Exhibit "A"

Lots 1 through 47 and Outlots A, B and C in Single Family Homes at Parkside on the Green a planned unit development being a resubdivision of Lots 26 through 33, both inclusive, and Outlots S through X, both inclusive in the Parkhomes of Parkside on the Green recorded January 13, 1988 as Doc. No. 88017992 and Lots 21 through 24, both inclusive, and Outlots U through Y, both inclusive, together with part of Lot 19 and part of Outlot Z in the Arborhomes of Parkside on the Green recorded April 4, 1988 as Doc. No. 88139486. All in part of the Southwest Quarter, part of the South half of the Northwest Quarter and the Northeast Quarter of Section 27, Township 42 North, Range 10 East of the Third Principal Meridian, all in Cook County, Illinois, (the "Single Family Homes at Parkside on the Green Subdivision").

P.I.N. 02-27-112-034

02-27-112-036 through 039 and 058 through 062

02-27-111-053 through 060 and 072 through 077

Address: Northeast and Northwest corners of  
Parkside Drive and Euclid Avenue  
Palatine, Illinois

91143882

Parkside.Dec - 0001.073

Prepared by:

Brian Meltzer

Keck, Mahin & Cate

1515 E. Woodfield Drive

Schaumburg, Illinois 60173



425.  
12-6-89  
90-008965  
1008

**Whereas,** ARTICLES OF INCORPORATION OF PARKSIDE ON THE GREEN SINGLE FAMILY HOMES ASSOCIATION INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE GENERAL NOT FOR PROFIT CORPORATION ACT OF ILLINOIS, IN FORCE JANUARY 1, A.D. 1987.

*Now Therefore, I, Jim Edgar, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.*

**In Testimony Whereof,** *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this* 27TH *day of* DECEMBER *AD 19* 89 *and of the Independence of the United States the two hundred and* 14TH.

*Jim Edgar*  
\_\_\_\_\_  
SECRETARY OF STATE

*not not*

90-008965

15-02

9 0 0 0 3 9 6 5

FORM NP-102.10  
(Revised Jan. 1987)

## ARTICLES OF INCORPORATION

(Do Not Write in This Space)

Filing Requirements — Present 2 signed and fully  
executed copies in exact duplicate  
For Inserts — Use White Paper — Size 8½ x 11

Payment must be made by Certified Check,  
Cashiers' Check or a Money Order, payable to  
"Secretary of State."  
**DO NOT SEND CASH!**

Date Paid 12-27-89  
Filing Fee \$50  
Clerk led

TO: JIM EDGAR, Secretary of State

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986", the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

Article 1. The name of the corporation is: Parkside on the Green Single Family Homes Association

Article 2. The name and address of the initial registered agent and registered office are:

Registered Agent	<u>Joseph</u>	<u>Cortino</u>
	First Name	Middle Name Last Name
Registered Office	<u>5360 Keystone Court</u>	
	Number	Street (Do Not Use P.O. Box)
	<u>Rolling Meadows</u>	<u>IL 60008 Cook</u>
	City	Zip Code County

Article 3. The first Board of Directors shall be three in number, their names and addresses being as follows:  
(Not less than three)

Directors' Names	Number	Street	Address City	State
Maurice Sanderman	5360	Keystone Ct.	Rolling Meadows	IL 60008
Michael Schall	5360	Keystone Ct.	Rolling Meadows	IL 60008
Joseph Cortino	5360	Keystone Ct.	Rolling Meadows	IL 60008

Article 4. The purposes for which the corporation is organized are:

SEE ATTACHED PAGE

Is this corporation a Condominium Association as established under the Condominium Property Act? ☐ Yes ☒ No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? ☐ Yes ☒ No (Check one)

Is this a Homeowner's Association which administers a common-interest community as defined in sub-section (c) of Section 9-102 of the Code of Civil Procedure? ☐ Yes ☒ No

Article 5. Other provisions (please use separate page):

59680065

Article 4

The purposes for which the corporation is organized are:

- (a) To engage in the administration and operation of property owned by a homeowner's association, as permitted under the General Not-For-Profit Corporation Act. The Corporation will administer and operate certain property located in the development known as the Parkside on the Green Single Family Homes Association.
- (b) To acquire and own real and personal property and any interests or rights therein or appurtenant thereto as may be incidental to the purposes of the Corporation.
- (c) To act on behalf of its members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property for the promotion of the health, safety, and welfare, and the common use and enjoyment thereof by members of the Association all on a not-for-profit basis and as more fully set forth in the Declaration for the Parkside on the Green Single Family Homes Association to be recorded in Cook County, Illinois (the "Declaration").

Article 5

Other provisions:

Until the first meeting of the Owners after the Turnover Date, the Board of Directors shall consist of three persons designated by the Declarant. From and after such meeting, the Board of Directors shall consist of the number of persons as provided for in the Declaration and the By-Laws of the Corporation.