

DECLARATION and AMENDMENT(S), FOR
THE HAVERFORD AT SCHAUMBURG
VILLAGE NEIGHBORHOOD ASSOCIATION

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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS
FOR
THE HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION**

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DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR
THE HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION

This Declaration is made and entered into by the Haverford at Schaumburg Limited Partnership, an Illinois limited partnership, by Kimball Hill, Inc., its sole general partner ("Declarant") on December 5, 1988.

RECITALS:

Declarant is the holder of record title of the Village Neighborhood Area, which is located in Schaumburg, Illinois and which is legally described in Exhibit A hereto. Declarant intends to improve, or cause to improve the Village Neighborhood Area with single family residences.

It is the purpose of this Declaration to set out the various provisions governing the use, occupancy, administration and maintenance of the Village Neighborhood Area for the mutual use, benefit and enjoyment thereof by the Owners. The Association shall be responsible for the administration of the Village Neighborhood Area. Each Owner shall be assessed his proportionate share of the Common Expenses relating to the Village Neighborhood Area, all as more fully provided in this Declaration.

The Village Neighborhood Area is also subject to a Declaration of Easement, Restrictions and Covenants for the Haverford at Schaumburg Master Association, dated December 5, 1988 ("Master Association Declaration"). The Master Association Declaration establishes responsibility for the maintenance of the Community Area as defined in that Declaration and the maintenance of certain entryways, monuments and landscaping for the benefit of Owners in the Village Neighborhood Area as well as Owners in the Haverford Development Area as defined in the Master Association Declaration. Each Owner is a Member of the Master Association and shall be assessed to pay his proportionate share of the Common Expenses as defined in the Master Association Declaration required to operate and maintain the Community Area and other areas as well as to discharge other responsibilities as defined in that Declaration.

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It is the desire and the intention of the Declarant to establish for its own benefit and the benefit of all future Owners and occupants of the Village Neighborhood Area, or any part thereof certain easements and rights in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof.

The Declarant has elected to declare that Owners, mortgagees, occupants and other persons acquiring any interest in the property shall at all times enjoy the benefits of, and shall at all times hold their interest subject to, the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the Village Neighborhood Area and establish for the purpose of enhancing and protecting the value, desirability and attractiveness of the property.

The Developer shall retain certain rights set forth in this Declaration with respect to the Village Neighborhood Area and the Association, including, without limitation, the right, prior to the Turnover Date to appoint all members of the Board, the right to come upon the Village Neighborhood Area in connection with the Developer's efforts to sell Units and other rights reserved in Article Thirteen.

NOW, THEREFORE, the Declarant as record title holder of the Village Neighborhood Area, and for the purposes herein set forth, hereby declares that the Village Neighborhood Area described above shall be held, transferred, occupied, sold and conveyed subject to the following covenants, conditions, easements, restrictions, charges and liens which shall run with the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE ONE
DEFINITIONS

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

1.01. **ASSESSMENT.** The portion of the cost of maintaining, repairing and managing the Property which is to be paid by each Owner.

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1.02 ASSOCIATION. The Haverford at Schaumburg Village Neighborhood Association, an Illinois not-for-profit corporation, its successors and assigns.

1.03 BOARD. The Board of Directors of the Association, as constituted at any time or from time to time.

1.04 BUILDING. Structure containing a single family residence Unit.

1.05 BY-LAWS. The By-Laws of the Association which are attached hereto as Exhibit B.

1.06 COMMON AREA. All portions of the Property except the Units, which is legally described in the attached Exhibit C hereto.

1.07 COMMON EXPENSES. The expenses of administration (including management and professional services), maintenance, operation, repair, replacement, and landscaping of the Common Area and entryways monuments which are the responsibility of the Board under this Declaration; the cost of additions, alterations, or improvements to the Common Area; the cost of insurance required or permitted to be obtained by the Board under the Declaration; utility expenses for the Common Area; any expenses designated as Common Area expenses by this Declaration or the By-Laws and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

1.08 DECLARANT/DEVELOPER. The Haverford at Schaumburg Limited Partnership, an Illinois limited partnership, by Kimball Hill, Inc., an Illinois corporation, its successors and assigns, which is sometimes referred to herein as "Declarant" and sometimes as "Developer".

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

1.10 FIRST MORTGAGEE. The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Unit Ownership.

1.11 MAJORITY OR MAJORITY OF THE UNIT OWNERS. The Owners who own more than 50% of the Units.

1.12 MASTER ASSOCIATION. The Haverford at Schaumburg Master Association, an Illinois not-for-profit corporation, its successors and assigns.

1.13 MASTER DECLARATION. The Declaration of Easements, Restrictions and Covenants for the Haverford at Schaumburg Master Association dated December 5, 1988 as amended or supplemented from time to time.

1.14 MEMBER. Every person or entity who holds membership in the Association.

1.15 OCCUPANT. Person or persons, including Owner, in lawful possession of a Unit.

1.16 OWNER OR UNIT OWNER. A record owner, whether one or more persons, of fee simple title to any Unit, including contract sellers, 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 Unit owned by the Declarant.

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

1.18 PROPERTY. All the land, building and space comprising the real estate subject to this Declaration, all improvements and structures constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the common and mutual use, benefit or enjoyment of the Owner and such additions as may hereinafter be made subject to this Declaration.

1.19 RECORD. To record with the Recorder of Deeds of Cook County, Illinois.

1.20 TURNOVER DATE. The date on which any one of the following shall first occur:

(a) 60 days after Declarant has conveyed 32 Units to purchasers for value;

(b) The expiration of 3 years from the date of the Recording of this Declaration; or

(c) The date designated in written notice from the Developer to all of the Owners as being the Turnover Date.

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1.21 UNIT. Each parcel upon which is or shall be located a building designed for a single family residence, which is subject to this Declaration.

1.22 UNIT OWNERSHIP. A part of the property consisting of one Unit and easements appurtenant thereto.

1.23 VILLAGE HOMEOWNERS AREA. The area being developed by the Developer or any portion thereof, described as Exhibit A hereto.

1.24 VILLAGE OF SCHAUMBURG. The Village of Schaumburg, Illinois or any other political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Village of Schaumburg as of the date of the Recording of this Declaration.

1.25 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 Seven.

ARTICLE TWO
PROPERTY RIGHTS AND EASEMENTS

2.01 OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which right and easement shall include but not be limited to non-easements for vehicular parking to the extent authorized herein and pedestrian ingress and egress. Such rights and easements shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) The right of the Association to prescribe reasonable regulations governing the use, operation and maintenance of the Common Area.

(b) The right of the Association, in accordance with the Declaration, and the Articles of Incorporation and the By-Laws of the Association, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage the Common Area, provided that the rights of such mortgagee in the Common Area shall be subordinate to the rights of the individuals having easements of enjoyment under Paragraph 2.01 of this Article.

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(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure.

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes.

(e) The right of the Association to levy assessments as elsewhere provided in this Declaration.

(f) The rights of the Association and the Developer as elsewhere provided in this Declaration.

2.02. DELEGATION OF USE. Any Owner may delegate in accordance with the By-Laws, his right and easement of enjoyment to the Common Area and facilities to the members of his family residing on the Unit and to the authorized tenants or contract purchasers who reside on the Property.

2.03. CONVEYANCES SUBJECT TO DECLARATION. All easements, restrictions, conditions, covenants, 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 the Unit, and their respective heirs, successors, personal representatives or assigns. 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 easements, restrictions, conditions, covenants, 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.

2.04. ENCROACHMENTS. In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of the Property, or any part thereof, any part of any Unit encroaches or shall hereafter encroach upon any part of any other Unit or the Common Area or any facilities servicing primarily one or more Units, then, in any such case, there shall be deemed to be an easement in favor of the Owners and Declarant for the maintenance and use of any of the Common Area which may encroach upon a Unit and there shall be an easement in favor of any Owner for the exclusive use of any part of his Unit which shall encroach upon the Common Area or any other Unit which easement shall exist so long as the encroachment giving rise to it exists; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the

intentional, willful or negligent conduct of such Owner or his agent.

2.05 OWNERSHIP OF COMMON AREA. Each Owner shall own an undivided interest in the Common Area as a tenant-in-common with all the other Owners. The Common Area shall remain undivided and no Owner shall bring any action for partition.

2.06 EASEMENT TO BOARD, ASSOCIATION AND MASTER ASSOCIATION.

(a) The Property shall be subject to a perpetual easement to the Board and to the Association, its successors and assigns, and authorized representatives, for ingress and egress, to perform its obligations and duties as required by this Declaration and By-Laws. Should it be necessary to enter a Unit to make any repairs or perform any other authorized function, employees, agents and workmen shall be entitled to entrance by exhibiting to the Owner an order from the Board or its agent.

(b) The Property shall be subject to a perpetual easement to the Master Association, its Board, successors and assigns, and authorized representatives, for ingress and egress for the purpose of watering turf and landscaping stock located in the proximity of the water spigot maintained by the Master Association on the Property, as provided for in the Master Declaration.

2.07 OWNER'S RIGHTS TO USE THE COMMON AREA.

(a) Each Owner shall have the non-exclusive right to use the Common Area in common with all other Owners, as may be required for ingress and egress to and from his respective Unit, and for such other purposes not prohibited hereunder.

(b) The rights to use and possess the Common Area, as herein provided, shall extend to each Owner, and the agents, servants, tenants and other permitted occupants of the Unit, and invitees of each Owner and such rights and easements shall be subject to and governed by the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations of the Board.

2.08 ADDITIONAL EASEMENTS.

(a) Each Owner, their guests and permitted invitees and licensees, the U.S. postal service, and permitted servicemen, delivery men and contractors of the Owners, the Association, necessary and appropriate public and private utility companies, the authorized representatives of the Village of Schaumburg and necessary and appropriate governmental agencies, shall have an easement for ingress and egress to the subject Unit over and across the Common Area, including walkways, parking and vehicular traffic easements as necessary and appropriate, for visitation, mail and

parcel post delivery and all other service, maintenance, construction, installation, inspection, delivery and work, as provided, authorized or contemplated in this Declaration, all subject to reasonable rules and regulations of the Association.

(b) In addition to the easements provided for herein, the Board, on behalf of all of the Owners, shall have the right and power (i) to grant such easements with respect to the Common Area as the Board deems advisable or proper, including without limitation, easements relating to installation and operation of satellite or any other communication systems, except cable television which is provided for below, and/or (ii) to cancel, alter, change or modify any easement which affects the Property and does not benefit an Owner as the Board shall, in its discretion, determine. Without limiting the foregoing, until such time as Declarant no longer holds title to a Unit, the Board shall grant such easements as the Developer or Declarant may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common 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 Paragraph. 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.

(c) A majority of more than 50% of the Owners at a meeting of the Owners duly called for such purpose may authorize the granting of an easement for the laying of cable television cable. The grant of such easement shall be according to the terms and conditions of the local ordinance providing for cable television in the Village of Schaumburg.

(d) Notwithstanding anything herein to the contrary, the Developer and/or Declarant shall have the right and power to grant such easements for egress and ingress to the owners of adjacent property with respect to the Common Area, as deemed advisable or proper.

2.09 TITLE TO THE COMMON AREA. Declarant may retain the legal title to the Common Area until such time as the improvements are completed and until such time as, in the opinion of the Declarant, the Association is able to maintain the same, but notwithstanding any provision herein, Declarant hereby covenants to convey the Common Area to the Association not later than March 31, 1990 or within 60 days after incorporation of the Association, whichever date is later. The Developer may construct such improvements on the Property as it deems desirable; provided, however, that notwithstanding anything in this Declaration to the contrary, the Property shall be improved, developed and managed so

as to comply fully with the Planned Unit Development for the Village Neighborhood Area with the Village of Schaumburg.

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

2.11 BOARD'S RIGHT OF ENTRY. The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Unit, necessary in exercise of its authority under Paragraph 5.01 or in connection with any maintenance, repair and replacement for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, as a Common Expense.

2.12 SEPARATE MORTGAGES. Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his respective Unit. After the Recordation of this Declaration, no Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Common Area or any part thereof, except only to the extent of his Unit Ownership.

ARTICLE THREE
USE, OCCUPANCY AND MAINTENANCE OF THE PROPERTY

3.01 USE OF UNIT. Each Unit shall be used only as a residence and for related purposes. Each Unit shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose.

3.02 COMMERCIAL USE AND SIGNS. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board. The right is reserved by the Developer, or its agents, to place and maintain on the Property until the sale and conveyance of the last Unit, all models, sales offices, advertising signs and banners and lighting in connection therewith at such locations and in such forms as shall be determined by the Developer.

3.03 PETS. No animals of any kind including domestic or household pets, shall be raised, bred or kept in any Unit, except,

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that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon 3 days written notice from the Board to the Owner of the Unit containing the pet, and the decision of the Board shall be final.

3.04 OBSTRUCTION OF COMMON AREA. The use, maintenance and operation of the Common Area shall not be obstructed, damaged or unreasonably interfered with by an Owner, nor shall anything be stored in the Common Area without the prior consent of the Board.

3.05 USE AFFECTING INSURANCE. Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance applicable to the improvements or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance on the Building or contents thereof, or which would be in violation of any law. No waste shall be committed anywhere on the Property.

3.06 EXTERIORS. Owners shall not cause or permit any alteration or painting of or anything to be placed on the outside walls of Units and no sign, storm sash, awning, canopy or shutter shall be affixed to or place upon the exterior walls or roof or any part thereof, without the prior consent of the Board. No radio or television antenna or satellite dish or receiver may be installed on a chimney or on the land, and, without prior Board consent, no part of any such antenna shall protrude unreasonably above the roof of any Unit. Other than the repair or replacement of those fences provided by the Developer, no fence may be erected. After completion of construction of a Building, nothing shall be altered, constructed on, removed from or painted on the exterior thereof, except upon the written consent of the Board.

3.07 TEMPORARY STRUCTURES. No temporary building, trailer, mobile home, recreational vehicle, tent, shack, accessory building or other similar structure shall be located upon the Property, without the written consent of the Board and the Village of Schaumburg.

3.08 PROSCRIBED ACTIVITIES. No unlawful, noxious or offensive activity shall be carried on in the Common Area and nothing shall be done in the Common Area, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants of the Units.

3.09 NO UNSIGHTLY USES. No clothes, sheets, blankets, laundry of any kind, or other similar articles shall be hung out on any part of the Property, except as permitted by rules and regulations of the Board. The Common Area shall be kept free and

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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.

3.10 DAMAGE CAUSED BY OWNER. If due to the act of or the neglect of an Owner, a guest, tenant or other authorized occupant or invitee of such Owner, damage shall be caused to a part of the Common Area and maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Owner 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, if any, carried by the Association.

3.11 STRUCTURAL IMPAIRMENT. Nothing shall be done in any Unit which will impair the structural integrity of any Building or which would structurally change the Building except as is otherwise provided herein. No Owner shall overload the electric wiring in a Building or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

3.12 OTHER ACTIVITIES. There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, sand boxes, or chairs on the front lawns, parkways, sidewalks or front entries, and there shall be no playground equipment or swimming pools on the Property.

3.13 INTERIORS. The covering of the interior surfaces of the windows and glass doors appurtenant to the Units whether by draperies, shades or other items visible from the exterior of a Unit, shall be subject to the rules and regulations of the Board. No storm door other than the model or models displayed by the Developer may be installed on the front door without the prior approval of the Board.

3.14 OWNERS OTHER RESPONSIBILITIES. Each Owner shall be obligated to maintain and keep in good order and repair the interior of his own Unit. Each Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinbefore provided.

3.15 OTHER PLANTING RESTRICTIONS. No plants, seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon the Property.

3.16 USE DURING CONSTRUCTION AND SALE PERIOD. During the period of construction of the Buildings on the Property by the Developer, the Developer, contractors and subcontractors and their

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respective agents and employees, shall without charge, cost or rent be entitled to access, ingress and egress to said Buildings and Property as may be required in connection with said construction. During the period in which sales of Units by the Developer and for a reasonable time after conveyance by Declarant of the last Unit, the Developer may occupy or grant permission to any person or entity to occupy, with or without rental, one or more Units for business or promotional purposes, including all business activities of Developer regardless of any connections with the herein described real estate, including electrical activities, sales offices, model Units for display and the like and may maintain customary signs in connection therewith; provided, that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner.

3.17 RULES AND REGULATIONS.

(a) The use and enjoyment of the Units and the Common Area shall be subject to additional reasonable rules and regulations duly adopted by the Board from time to time after a meeting of the Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations and which conforms to Section 4.05 of the By-Laws; however, no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. No rule or regulation shall be effective unless and until at least 10 days notice thereof is given to all Owners.

(b) Without limiting the foregoing, the Board may levy a reasonable charge or liquidated damages upon Owners for a violation of a rule or regulation.

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

4.01 JOINT CONNECTION OF UTILITIES. The rights and duties of the Owners of Units with respect to sewer, water, electricity, gas, telephone and cable television shall be governed by the following:

(a) Wherever joint house connections of sanitary and storm sewer, water, electricity, gas, telephone or cable television lines are installed within the Property, and the connections, or any portion thereof, lie in or upon Units owned by others than Owner served by said connections, the Association and the Owners of any Unit served by said connection shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter

upon Units or to have the utility companies enter upon the Units within the Property in or upon which said connection, or any portion thereof is located, to repair, replace and generally maintain said connection as and when the same may be necessary as set forth below. If the Board deems the repair, replacement or maintenance of such connection to be an emergency, the Association shall have the right to repair, replace or maintain such connection and assess the costs thereof against the Units served by such connection in the amounts the Owners would otherwise be responsible for under paragraphs (c) and (d) herein, and each such Owner shall pay the Association (or its collecting agent) said assessment upon demand or in such periodic payments as may be determined by the Board. Said assessment, if not so paid on the date when due, shall become delinquent and shall be a continuing lien on the Unit of such Owner and shall be subject to collection, enforceability, foreclosure and remedies of the Association in the manner set forth in Article Ten hereof for other assessments by the Association.

(b) Wherever joint house connections of storm and sanitary sewer, water, electricity, gas, telephone or cable television lines are installed within the Property and the connections serve more than one Unit, the Owner of each Unit served by said connection shall be entitled to the full use and enjoyment of such portion of said connections as services his Unit.

(c) In the event any portion of said connection or line is obstructed, damaged or destroyed through the act of an Owner of a Unit being served by said connection, or any of his agents, guests or member of his family, whether or not such act is negligent or otherwise culpable, so as to deprive the other Owners being served by said connection of the full use and enjoyment of said connection, then the Owner responsible therefor shall forthwith proceed to replace or repair the same to as good condition as formerly without cost to the other Owners served by said connection.

(d) In the event any portion of said connection or line is obstructed, damaged or destroyed by some cause other than the act of any of the Owners being served by said connection, his agents, guests or member of his family (including ordinary wear and tear and deterioration from lapse of time), then in such event if said obstruction, damage or construction shall prevent the full use and enjoyment of said connection by the Owner of a Unit served by said connection, all such Owners who are thereby deprived of said use and enjoyment shall proceed forthwith to replace or repair said connection to as good condition as formerly at their joint and equal expense.

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ARTICLE FIVE
MAINTENANCE AND REPAIR

5.01 COMMON AREA. Except as may be otherwise expressly provided herein to the contrary, and except to the extent undertaken by the Village of Schaumburg the Association shall carry out or cause to be performed as a Common Expense all maintenance, improvements, repair and replacement of and on the Common Area including but not limited to, the maintenance of private monuments and the entrance of the roadway to the Village Neighborhood Area, and the payment of all taxes and other liens assessed or charged against the Common Area. None of these functions shall be carried out by any Owner without the prior written approval of the Board.

5.02 UNITS.

(a) The Owner of each Unit shall furnish and be responsible for, at his own expense, all of the decorating and glass replacement within his own Unit.

(b) The Association, and not any individual Owner, shall exclusively determine the need for and carry out or cause to be performed as a Common Expense all maintenance of the exterior of the Units including but not limited to painting, tuck pointing, cleaning, repair and replacement of the exteriors of each of the Units, including without limitation roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and all water, sewer, gas, electric and cable television lines lying outside the Buildings. Such exterior maintenance shall not include glass surfaces, air conditioning or heating units.

(c) The Association may determine the need for and may carry out or cause to be performed all such maintenance and repair of all structural portions of the Units and of all water, sewer, gas, electric and cable television lines incorporated in or forming a part of the interior of the Buildings as originally constructed, not including, however, the maintenance or repair of any furnaces, water heaters, stoves, refrigerators, washing machines or household appliances.

(d) The Association shall have power (but shall not be required hereby) to provide for such guards and other attendants and services for the protection and benefit of the Property and its inhabitants generally, as its Board of Directors may determine from time to time to do.

(e) In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance, repair or replacement shall be the Owner's obligation

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and the Association shall add such cost to said Owner's other assessments under this Declaration, but only to the extent that such expense is not met by the proceeds of insurance carried by the Board or other Owners. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

5.03 LANDSCAPING AND LAWN MAINTENANCE SERVICE.

(a) All landscaping on the Property shall be uniform and in accordance with Developer's customized landscape plans and specifications. No changes or additions may be made unless the consent of the Board is first obtained.

(b) The Association shall be responsible for the care, maintenance and watering of all landscaping installed by the Developer and also the replacement thereof as may be required from time to time, unless such replacement is required due to the negligence or voluntary act of an Owner or Owners, in which case such cost shall be paid by the party or parties at fault; except, that the Owner shall be responsible for the care and maintenance of the "garden areas", which form a part of the customized landscape design for the Owner's Unit, if the Owner elects by written notification to the Board that he desires to use one or both of the garden areas set out in his landscape design by December 31 of each year preceding the year in which he will maintain an area as a garden area.

(c) No excavating, earth moving or other changes to the landscape of any portion of the Property shall be done except to the extent required to insure preservation, and to avoid despoliation, of the general character of the areas on the Property which are to be retained as open spaces.

5.04 SNOW REMOVAL. The Board shall contract for or otherwise cause the removal of snow from all sidewalks, driveways, and private roadways falling within the Property. The cost thereof shall be a Common Expense.

5.05 EXTERIOR REPAINTING. At least once every 5 years, unless the Board deems it unnecessary, the exterior surfaces (except masonry or similar materials) shall be painted in the color of the existing color scheme of the Unit as set forth in the architectural plan. The cost of such exterior painting shall be a Common Expense.

5.06 ROADWAY AND DRIVEWAY REPAIR. Whenever private roadways, parking lots and driveways shall require repair or replacement, such construction shall be done or caused to be done by the Association and shall be on the same location and be of the

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same size and of the same or similar materials and of like quality to that utilized by the Developer. The cost of such repairs or replacements shall be borne by the Association as a Common Expense unless due to the negligence or voluntary act of an Owner or Owners, in which case such cost shall be paid by the party or parties at fault.

5.07 FENCES. The maintenance, repair and replacement of all fences of the Property shall be the responsibility of and at the expense of the Association, hereinafter provided for and such fence shall be of the same quality and design as supplied by the Developer and consistent with the custom landscape design requirements.

5.08 OTHER MAINTENANCE. For the purpose of carrying out the intent of this Declaration to provide for a Planned Unit Development and Village Neighborhood Area of uniform high quality, the Association shall also carry out or cause to be performed or provided in or about the Property all such additional functions in the nature of maintenance, improvements, repairs and services for the use and benefit of the Property and its inhabitants generally as shall be determined by the Board from time to time, and the Board shall also have power to impose upon the individuals actually using or benefiting therefrom such additional charges for the use thereof and for the services rendered as said Board shall from time to time deem appropriate. The Board may promulgate such reasonable rules and regulations it deems necessary or desirable to carry out the aforesaid intent.

5.09 DAMAGE TO UNIT.

(a) In the event of damage to a Unit or Units by fire or other hazards, within 60 days after the occurrence of such damage unless otherwise prevented by matters such as weather or acts of God beyond the control of the Owner and in such event at the earliest possible date, said Unit or Units shall be restored by the Owner or Owners thereof to substantially the same condition, design and color as existed prior to the occurrence of the damage utilizing the same or similar materials and being constructed within the same vertical and horizontal boundaries as existed prior to such damage.

(b) The Association is hereby given and shall have power to select or approve the architects, contractors and subcontractors to be employed in connection with such repair, restoration or rebuilding; to select a contractor, or contractors, to perform all or various parts of the work to be done upon the various Units which shall have been damaged or destroyed by such casualty or other happening; to coordinate the progress of the work among such various Units; and to hold the proceeds of any insurance which may be payable on account of such casualty or other happening and to control the disbursement thereof in such manner as to assure the

sufficiency of funds for the completion of said work or for any other proper purpose.

(c) In the event of the failure of the Owner or Owners to make such repairs in the time and manner provided above, the Board may make or cause such repairs or construction as may be required and charge the Owner or Owners with the cost thereof plus interest at the rate of 12% per annum as a special assessment. In the event the Owner or Owners do not pay said special assessment; the Board shall have a lien on the Unit which may be enforced in the same manner as elsewhere provided in this Declaration.

5.10 WAIVER OF CLAIM. Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its officers, members of the Board, the Developer, the Declarant, the manager and managing agent of the Building, if any, and their respective officers, employees and agents, for damage to the Common Area, the Units or to any personal property located in the Units or Common Area, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

ARTICLE SIX
ARCHITECTURAL CONTROL

6.01 ARCHITECTURAL CONTROL. No building, fence, wall, roadway, driveway or other structure shall be commenced, erected or maintained upon the Property nor shall any exterior addition to or change or alteration therein be made except such as are installed and approved by the Developer in connection with the initial construction of the Unit or as provided in Paragraph 5.07, it being the intent that the architectural and landscaping plans for the Village Neighborhood Area be strictly adhered to.

ARTICLE SEVEN
THE ASSOCIATION

7.01 THE ASSOCIATION. Developer shall cause the Association to be incorporated as a not-for-profit corporation. The Association shall be the governing body for all of the Owners and for the administration and operation of the Property as provided in this Declaration and the By-Laws. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all Owners and their respective successors and assigns.

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7.02 MEMBERSHIP.

(a) There shall be only one class of membership in the Association. The Owner of each Unit shall be a Member of the Association. There shall be one membership per Unit Ownership. Membership shall be appurtenant to and may not be separated from ownership of a Unit. Ownership of a Unit shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Unit with 10 days after such change.

(b) One individual shall be designated as the "Voting Member" for each Unit Ownership. 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 Unit 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 Unit 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 Unit as the Voting Member for such Unit.

7.03 THE BOARD. From and after the Turnover Date, the Board shall consist of 3 individuals, each of whom shall be an Owner or a Voting Member, or both. Members of the Board of Directors shall be elected at each annual meeting of the Owners as provided in the By-Laws.

7.04 INITIAL INFORMAL MEETING. Within 12 months after the issuance of the first certificate of occupancy by the Village of Schaumburg for a Dwelling Unit, all Unit Owners shall have an initial informal meeting. Such informal meeting shall take place annually thereafter until the initial annual meeting described in Section 7.05. At the first informal meeting, the Unit Owners shall select individuals to serve on an informal board to meet semi-annually. Unit Owners shall be selected for this informal board based on potential to serve as a member of the Association Board of Directors.

7.05 VOTING RIGHTS. Whenever a vote of the Owners of the Association is required, at any meeting of such Owners or otherwise, such votes shall be cast by the Voting Members or their proxies and each Voting Member shall have 1 vote per Unit represented by the Voting Member.

7.06 MANAGING AGENT. The term of any management agreement shall not exceed 2 years and shall be terminable for cause by the Association on 30 days written notice and without cause or payment of a termination fee by either party on 90 days written notice.

7.07 DIRECTOR AND OFFICER LIABILITY. Neither the directors nor the officers of the Association whether elected or designated by the Developer 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 each of the directors and each of the officers, his heirs, personal representatives, 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, administrative, or other, in which any such director or officer 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 gross negligence or fraud in the performance of his duties as such director or officer.

ARTICLE EIGHT
INSURANCE

8.01 INSURANCE. The Board shall have the authority to and shall obtain the following insurance:

(a) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by an Owner occurring in, on or about the Property or upon, in or about the private roadways and sidewalks and other areas adjoining the Property, in such amounts as the Board shall deem desirable (but not less than \$1,000,000 covering all claims for personal injury and or property damage arising out of a single occurrence).

(b) Such workmen's compensation insurance as may be necessary to comply with applicable laws.

(c) Employer's liability insurance in such amount as the Board shall deem desirable.

(d) Directors and Officers liability insurance.

(e) Such other insurance in such reasonable amounts as the Board shall deem desirable. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the Association and First Mortgagees who specifically request such notice. The premiums for such insurance shall be Common Expenses.

ARTICLE NINE
ASSESSMENTS

9.01 CREATION OF LIEN AND PERSONAL OBLIGATION. The Declarant for each Unit Ownership hereby covenants, and each Owner of a Unit Ownership by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Association such assessments or other charges or payments as are levied pursuant to the provisions of this Declaration and the Master Association Declaration to which the Owner is also subject, it being understood that the Association is or will be serving as a collecting agent for the Master Association and that the Association is responsible for promptly paying the total monthly Master Association Assessment attributable to all Units in the Village Neighborhood Area to the Master Association upon submission of the monthly assessment statement by the Master Association. Such assessments, or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on the Unit Ownership and shall be a continuing lien upon the Unit Ownership against which each such assessment is made. Each such assessment, or other charge or payment, together with such interest and costs, shall also be the personal obligation of the Owner of such Unit Ownership at the time when the assessment or other charge or payment becomes due.

9.02 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be exclusively for the purpose of promoting the health, safety, and welfare of Members of the Association, to administer the affairs of the Association, and to pay the Common Expenses. The assessments levied by the Master Association shall be used exclusively for the purposes set forth in the Master Association Declaration.

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9.03 ANNUAL ASSESSMENT. Each year at least 60 days before the end of the Association's fiscal year, and at least 30 days before final adoption thereof, the Board shall furnish each Owner with a proposed budget for the ensuing fiscal year which shall show the following, with reasonable explanations and itemizations:

(a) The estimated Common Expenses;

(b) The estimated amount, if any, to maintain adequate reserves for Common Expenses;

(c) The estimated net available cash receipts from sources other than assessments, including, without limitation, receipts from any leases, licenses or concessions;

(d) The amount of the "Annual Assessment", which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above, minus excess funds, if any, from the current year's operation;

(e) That portion of the Annual Assessment which shall be payable by the Owner with respect to his Unit each month until the next Annual Assessment or revised Annual Assessment becomes effective, which monthly portion shall be equal to 1/12th of the Annual Assessment divided by the number of Units in the Village Neighborhood Area.

9.04 PAYMENT OF ANNUAL ASSESSMENT. On or before the first day of the fiscal year, and on or before the first day of each and every month thereafter until the effective date of the next Annual Assessment, each Owner of a Unit shall pay to the Association, or as it may direct, that portion of the Annual Assessment which is payable by such Owner.

9.05 REVISED ANNUAL ASSESSMENT. If the Annual Assessment proves to exceed funds reasonably needed, then the Board may decrease the assessments payable under Section 10.03 as of the first day of a month by the giving of written notice thereof (together with a revised budget for the balance of the year and reasons for the decrease) not less than 10 days prior to the effective date of the decreased assessment.

9.06 SPECIAL ASSESSMENT. The Board may levy a special assessment (i) to pay (or build up reserves to pay) extraordinary expenses incurred (or to be incurred) by the Association for a specific purpose including, without limitation, to make additions, alterations or improvements to the Common Area, or (ii) to cover an unanticipated deficit under the current or prior year's budget. Any special assessment, which will require the aggregate payment with respect to a Unit of the greater of (a) \$300 or (b) 5 times the most recent monthly assessment shall be subject to approval by

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the affirmative vote of Voting Members representing at least 2/3 of the votes cast at a meeting of the Owners duly called for the purpose of approving the assessment. Each Owner shall be responsible for the payment of the amount of the special assessment divided by the number of Units in the Village Neighborhood Area. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the amount and reasons therefor, 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 Paragraph (other than those to cover an unanticipated deficit under the current or 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.

9.07 MASTER ASSOCIATION ASSESSMENT. The Master Declaration provides that the Master Association shall submit an invoice to the Association for the annual Master Association Assessment, attributable to all Units and the Association shall be responsible for promptly remitting payment of the invoice to the Master Association. The Association shall collect the annual assessments levied by the Master Association, which assessment shall be due and payable on the first day of the fiscal year to the Association on behalf of the Master Association by the Owner. The Association shall have the responsibility of paying all assessments collected on behalf of the Master Association to the Master Association. The Association shall segregate and maintain the assessments of the Master Association in a special account maintained for that purpose ("Master Association Assessment Account").

9.08 CAPITAL RESERVE. The Association shall segregate and maintain special reserve accounts ("Capital Reserve") to be used solely for making capital expenditures in connection with the Common Area. The level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Area and property owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Area or the purchase of property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by special assessment or out of the Annual Assessment as provided in the budget. Each budget shall disclose that portion of the Annual Assessment which shall be added to the Capital Reserve and shall also disclose which portion thereof is for capital expenditures with respect to the Common Area. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Area shall be held by the Association as agent and Declarant for the Owners. Special Accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to property owned or to be owned by the Association, i.e., the Common Area shall be deemed to have been funded by capital contributions to the Association by the Owners.

9.09 INITIAL CAPITAL CONTRIBUTION. Upon the closing of the sale of each Unit by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to 2 months' Annual Assessment at the rate in effect with respect to the Unit as of the closing, which amount shall be held and used by the Association for its working capital needs.

9.10 NONPAYMENT OF ASSESSMENTS. Any assessments or other charges or payments which an Owner is required to make or is liable for hereunder or under the Master Declaration which are not paid when due shall be deemed delinquent. If an assessment or other charge or payment is not paid within 15 days after the due date, it shall bear interest from the due date at the contract rate of interest then permitted in Illinois but not to exceed 18% per annum, and the Board (i) may bring an action against the Owner personally obligated to pay the same, together with interest, costs and reasonable attorneys' fees of any such action, which shall be added to the amount of such assessment or other charge or payment and shall be included in any judgment rendered in such action, (ii) accelerate payment of the portion of the Annual Assessment payable by such Owner for the remainder of the fiscal year, and (iii) may 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 with 15 days of its due date. No Owner may waive or otherwise escape liability for the assessments or other charges or payment provided for herein by nonuse, abandonment or transfer of his Unit.

9.11 ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES. The lien on each Unit Ownership provided for in Paragraph 9.01 for assessments or other charges or payments shall be subordinate to the lien of any first mortgage on the Unit Ownership Recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien provided for in Paragraph 9.01 shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall (to the extent permitted by law) extinguish the lien for any assessments or other charges or payments under Paragraph 9.01 which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit, which ever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit Ownership as provided in Paragraph 9.01. If for any reason the

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Owner of a Unit is permitted to remain in possession of his Unit during the pendency of a foreclosure action with respect to the Unit, the Owner shall be required to pay a reasonable rental for such right and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect such rental.

9.12 STATEMENT OF ACCOUNT. Upon 7 days' notice to the Board and the payment of a reasonable fee, if any, which may be set by the Board, any Owner shall be furnished with a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from the Owner as of the date of the statement. The statement shall be executed by a duly authorized officer or agent of the Association and shall be binding on the Association.

9.13 UNSOLD UNITS. Until such time as 75% of all Units are sold and occupied, Developer and Declarant shall not be obligated to pay any assessment with respect to any Units which have not been sold for purpose of occupancy; provided, however, that during such time the Developer shall at its own expense maintain and insure such unsold Units. After 75% of all Units are sold and occupied and in lieu of all other assessments hereunder otherwise payable by it, the Developer shall pay a fair and reasonable assessment based upon the actual costs of maintenance and insurance allocable to remaining Units not yet sold and occupied. The provisions of this Paragraph 9.13 shall govern to the extent inconsistent with or contrary to any other provision of this Declaration or the By-Laws.

ARTICLE TEN
REMEDIES FOR BREACH OR VIOLATION

10.01 SELF-HELP BY BOARD. In the event of a violation 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, the Board, upon not less than 10 days' prior written notice, shall have the right to enter upon the part of the Property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach. Any and all expenses in connection with the exercise of the right provided by this paragraph shall be charged to and assessed against the violating Owner.

10.02 INVOLUNTARY SALE. If any Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, the By-Laws or the rules or regulations adopted by the

Board, and such violations shall not be cured within 30 days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit, and thereupon an action may be filed by the Board against said defaulting Owner for a decree declaring the termination of said defaulting Owner's rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit, and thereupon an action may be filed by the Board against st to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine equitable. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale and all such items shall be taxed against said defaulting Owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the Unit so purchased subject to this Declaration.

10.03 FORCIBLE DETAINER. In the event that an Owner is delinquent in payment of his proportionate share of the Common Expenses or any other charges or payments required to be paid by the Owner hereunder, the Board shall have the right to take possession of the Owner's Unit and to maintain for the benefit of all other Owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer" (as may be recodified), as provided in that Act.

10.04 OTHER REMEDIES OF THE BOARD. In addition to or in conjunction with the remedies set forth above, in the event of a violation by an Owner of this Declaration, the By-Laws or rules and regulations of the Board, the Board or its agents shall have the right to bring an action at law or in equity against the Owner and/or others as permitted by law including, without limitation, (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article, or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time

cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

10.05 COSTS AND EXPENSES. All expenses incurred by the Board in connection with the actions, proceedings or self-help in connection with the 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 contract rate of interest then permitted in Illinois 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 Unit Ownership, as provided in Paragraph 9.01.

10.06 ENFORCEMENT BY OWNERS. Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by a 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 Unit Ownership to enforce any lien created hereunder.

ARTICLE ELEVEN AMENDMENTS

11.01 SPECIAL AMENDMENT. The Declarant and Developer reserve 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, with the written approval of the Village of Schaumburg (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit Ownership, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved in favor of, make, and/or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and

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acknowledgment of, and a consent to the reservation of, the power to the Developer and/or Declarant and the Board to vote in favor of, make, execute and/or Record Special Amendments. The right of the Developer and Declarant to act pursuant to rights reserved or granted under this paragraph shall terminate at such time as the Declarant or Developer no longer holds or controls title to any portion of the Village Neighborhood Area.

11.02 AMENDMENT BY OWNERS. Subject to the provisions of Article Thirteen, the provisions of this Declaration may be amended, modified, enlarged or otherwise changed in whole or in part with the prior written approval of the Village of Schaumburg and by the affirmative vote of Voting Members (either in person or by proxy) for Unit Ownerships representing at least 75% of the number of Units or by an instrument executed by Owners of Unit Ownerships representing at least 75% of the number of Units; provided, however, that (i) the provisions relating to the rights of Declarant or Developer may be amended only with the written consent of the Developer and (ii) the provisions of Article Seven and the provisions of this Article may be amended only with the written consent of all Owners. No amendment shall become effective until Recorded.

ARTICLE TWELVE
DEVELOPER'S RESERVED RIGHTS

12.01 IN GENERAL. In the event of conflict between any rights or powers reserved of this Article and any other provisions of this Declaration or the By-Laws, the provisions of this Article shall govern. Except as otherwise provided in this Article, Developer's rights under this Article shall terminate at such time as the Declarant or the Developer is no longer vested with or controls title to a portion of the Unit.

12.02 PROMOTION EFFORTS. Developer shall have the right, in its discretion, to maintain on the Property model Units, sales and leasing offices, displays, signs and other forms of advertising and, to the extent not prohibited by law, to come upon any portion of the Property for the purpose of showing the Property to prospective purchasers or lessees of Units, all without the payment of any fee or charge whatsoever. The Developer shall have a non-exclusive access easement over and across the roads and walkways located on the Property for ingress and egress to and from those portions of the Village Neighborhood Area and this Declaration in order to exercise the rights reserved under this paragraph and Paragraph 12.03 below. The Developer or Declarant shall have the right and power to sell or lease a Unit to whomever it chooses on whatever terms it, in its sole discretion, shall deem appropriate.

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12.03 CONSTRUCTION. Developer, its agents and contractors shall have the right to come upon the Property for the purpose of making alterations or improvements to the Property and shall have the right to store equipment and materials used in connection with such work on the Property without payment of any fee or charge whatsoever.

12.04 CONTROL OF BOARD. Until the initial meeting of the Owners (which shall occur no later than the Turnover Date) and the election of the initial Board as provided for in the By-Laws, the rights, title, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by this Declaration or the By-Laws shall be held and performed by the Developer. The Developer may hold and perform such rights and obligations through the Board which, prior to the initial meeting, shall consist of 3 individuals designated by the Developer from time to time. If the initial Board of Directors is not elected by the Owners at the time so established, the Developer or Directors designated by the Developer shall continue in office for a period of 30 days whereupon written notice of resignation shall be sent to all Unit Owners entitled to vote at such election. Prior to the Turnover Date, the Developer may appoint from among the Owners 3 non-voting counselors to the Board, who shall serve at the pleasure of the Developer.

ARTICLE THIRTEEN
VILLAGE OF SCHAUMBURG RIGHTS

13.01 IN GENERAL. In addition to any rights, powers or easements granted to the Village of Schaumburg (referred to as "Village" only in this article) elsewhere in this Declaration, the Village shall have the rights, powers, and easements set forth in this Article.

13.02 EASEMENTS. The Village is hereby granted the right and easement of access over, across and through the Property for any purpose reasonably related to the proper exercise of the rights and powers of the Village including, without limitation, the right and easement (i) to come upon the Common Area for the purpose of reading water meters installed by or on behalf of the Village and (ii) to come upon the Property and to install, lay, construct, renew, operate, maintain, repair and replace lines, pipes, pumps and other equipment (including housing for such equipment) into, over, under along, and through the Property (including both the Common Area and Units) for the purpose of providing water, storm sewer and sanitary sewer services to the Village Neighborhood Area or any part or parts thereof and to adjacent property.

13.03 MAINTENANCE. The Association shall maintain the Common Area in compliance with all applicable laws and ordinances of the Village and all governmental bodies having jurisdiction over the Property, as such laws and ordinances may be amended and enforced from time to time.

13.04 PARKING REGULATIONS. The Village shall have the right and power to pass ordinances regulating traffic flow, fire lanes and "no parking" areas with respect to the Common Area. The Village shall have the right and power to issue citations to persons violating any such ordinances and/or to cause violating automobiles to be removed from the Property in the event of a parking violation.

ARTICLE FOURTEEN
MISCELLANEOUS

14.01 SEVERABILITY. Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions and reservations, by legislation, judgment or court order shall not affect liens, charges, rights, benefits and privileges and other provisions of this Declaration which shall remain in full force and effect.

14.02 NOTICES. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner as it appears on the records of the Association at the time of such mailing, or upon personal delivery to the Owner's Unit.

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

14.04 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 provisions, (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 21 years after the death of the survivor of the now living lawful descendants of the President of the United States as of the date of the recording of this Declaration.

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14.05 ASSIGNMENT BY DEVELOPER OR DECLARANT. All rights which are specified in this Declaration to be rights of the Developer or Declarant are assignable, transferable, mortgageable and pledgable. Upon any exercise of rights by the holder of said mortgage, pledge, assignment or transfer and any successor assignee by foreclosure or otherwise, said holder shall be entitled to exercise the rights of Developer or Declarant hereunder as fully as if named as such party herein. No party exercising rights as Developer or Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

14.06 CONDEMNATION. If all or any part of the Common Area only shall be taken through condemnation by any governmental authority having power so to do, the net proceeds of such taking shall be paid to and retained by the then Owner of the Common Area. If any part of the Property including one or more Units shall be taken by one or more concurrent condemnation proceedings, the entire net proceeds of such taking or takings, including (without limitation) all proceeds received on account of such taking of any part of the Common Area, shall be divided equitably among, and retained by, the Owners of the Units (subject to any prior rights thereto of first mortgagees of such Units) and the Owner of the Common Area. If the effect of such condemnation shall be to isolate any part of the Property from the remainder of the Property, and if no Units shall then have been constructed or be upon any of the Units situated within the portion of the Property so isolated, then all the Units lying wholly or partly within the portion of the Property so isolated and all of the Common Area lying within the portion of the Property so isolated shall be deemed to have been and shall be removed from and released from all of the terms and provisions of this Declaration and this Declaration shall be no further force or effect with respect thereto. For purposes of this paragraph 15.06, "condemnation" shall include also any sale under threat of condemnation to any governmental authority having condemnation power.

14.07 TITLE HOLDING LAND TRUST. In the event title to any Unit Ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, charges or payments hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding Declarant personally for payment of any lien or obligation hereunder created and the Declarant 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 Unit Ownership and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest in any such trust.

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IN WITNESS WHEREOF, Declarant has caused its name to be signed by its President and attested by its Secretary on December 5, 1988.

HAVERFORD AT SCHAUMBURG
LIMITED PARTNERSHIP,
an Illinois limited
partnership, by Kimball Hill, Inc.,
its sole general partner.

By: David K. Hill, Jr.
David K. Hill, Jr. President

ATTEST:

Barbara G. Cooley
Barbara G. Cooley, Secretary

AMD.001

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

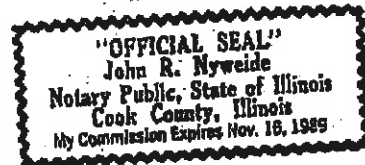
I, John R. Nyweide, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David K. Hill, Jr., as President of and Barbara G. Cooley, as Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that she as custodian of the corporate seal of said company did affix the said corporate seal of said company to said instrument as her own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this December 5, 1988.

John R. Nyweide

Notary Public

My commission expires on 11-16-89



This instrument was prepared by and
mailed to after recording:
John R. Nyweide
HILL, VAN SANTEN, STEADMAN & SIMPSON, P.C.
7000 Sears Tower
Chicago, Illinois 60606
312-876-0200

Property Index No. 07-24-200-003
Vacant Land
Martingale Road, Schaumburg, Illinois

NHOCERTS

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EXHIBIT "A"
TO
DECLARATION
OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION

The "Village Neighborhood Area" and the "Property" as defined in the Declaration are legally described as follows:

Lot 13 and Lots 13-1 to 13-32, inclusive in Haverford at Schaumburg being a Subdivision in the West 1/2 of the Northeast 1/4 of Section 24, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois recorded on August 30, 1988 as document no. 88394420.

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EXHIBIT B

THE BY-LAWS OF THE
HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

ARTICLE I
NAME OF CORPORATION

The name of this corporation is the HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION.

ARTICLE II
PURPOSE AND POWERS

2.01 PURPOSES: The purposes of this Association are to act on behalf of its members collectively, as their governing body for civic functions and other purposes, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the Members of the Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit B to the Declaration of Covenants, Conditions, Easements and Restrictions for the Haverford at Schaumburg Village Neighborhood Association ("Declaration"). All terms used herein shall have the meanings set forth in the Declaration.

2.02 POWERS: The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Declaration and these By-Laws.

2.03 PERSONAL APPLICATION: All present or future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Property in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The mere acquisition or rental of a Unit or the mere act of occupancy of a Unit will signify that the Declaration and these By-Laws are accepted, ratified and will be complied with.

ARTICLE III
OFFICES

3.01 REGISTERED OFFICE: The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered

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office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

3.02 PRINCIPAL OFFICE: The Association's principal office shall be maintained on the Development Area or at the office of a managing agent engaged by the Association.

ARTICLE IV
MEETINGS OF MEMBERS

4.01 VOTING RIGHTS: The Association shall have one class of membership. There shall be one individual with respect to each Unit who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of a Unit is one individual, then such individual shall be the Voting Member. If the Record Ownership of a Unit shall be in more than one individual or if the Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member shall be designated by the Owner or by a majority of Owners in writing to the Board. If in the case of multiple individual Owners no designation is given and only one of the multiple Owners is present at a meeting of the Owners, then he is entitled to cast all the votes allocated to that Unit. If in the case of multiple individual Owners no designation is given and more than one of the multiple Owners are present at a meeting, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners, provided that the Board shall consider a majority agreement if any one of the multiple Owners casts the votes allotted to the Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. Any or all Owners may be present at any meeting of the Owners, but the voting rights shall be vested exclusively in the Voting Members; provided, however, that a Voting Member may vote either in person or by proxy executed and dated in writing by the Voting Member or his duly authorized attorney-in-fact and filed with the secretary before the meeting. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy. Except as otherwise specifically provided in the Declaration or these By-Laws, each Voting Member shall have one vote.

4.02 PLACE OF MEETING; QUORUM: Meetings of the Owners shall be held on the Property or at such other place in the Village of Schaumburg in which the Property is located and convenient to the Owners as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. Voting Members holding 20% of the votes, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Voting Members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any

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matter voted upon by the Voting Members. The affirmative vote of 75% of the votes entitled to be cast shall be required for the following action: (a) merger or consolidation of the Association; (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and (c) purchase or sale of land or of Units on behalf of all Owners.

4.03 ANNUAL MEETINGS: The initial meeting of the Owners shall be held upon not less than 21 nor more than 30 days' written notice given by the Developer. If not called earlier by the Developer, the initial meeting of the Owners shall be held not later than the Turnover Date. Thereafter there shall be an annual meeting of the Owners within 30 days from the anniversary date of the initial annual meeting at such time and on such date designated by the Board.

4.04 INITIAL INFORMAL MEETINGS: Within 12 months after the issuance of the first certificate of occupancy for a Dwelling Unit, the Owners shall have an initial informal meeting. Informal meetings of the Owners shall take place annually until the initial annual meeting described in Section 4.03. At the first informal meeting, the Owners shall select individuals to serve on an informal board to meet semi-annually. Owners shall be selected for this informal board based on their potential to serve as a member of the Association Board of Directors.

4.05 SPECIAL MEETINGS: Special meetings of the Owners may be called at any time in the Village of Schaumburg for the purpose of considering matters which by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board or by Voting Members representing at least 20% of the votes.

4.06 NOTICE OF MEMBERSHIP MEETINGS: Written notice of any membership meeting shall be mailed or personally delivered and posted conspicuously on the Property, giving Owners not less than 10 nor more than 30 days notice of the time, place, and purpose of the meeting.

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ARTICLE V
BOARD OF DIRECTORS

5.01 IN GENERAL: The affairs of the Association and the direction and administration of the Property shall be vested in the Board, which (after the Turnover Date) shall consist of 3 persons or such other number of persons as shall be fixed from time to time by the affirmative vote of 50% of the Voting Members ("Directors"). The Board shall have all of the powers granted to it under the Declaration, these By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois.

5.02 DEVELOPER DESIGNATED BOARDS: Anything herein to the contrary notwithstanding, until the first meeting of the Owners after the Turnover Date the Board shall consist of 3 individuals from time to time designated by the Developer. Such individuals may, but need not, be Owners and shall serve at the discretion of the Developer.

5.03 BOARDS AFTER TURNOVER DATE: At the first meeting of the Owners (which shall be held no later than the Turnover Date) the Voting Members shall elect the initial board in the manner hereinafter provided to replace the Developer designated board established under Section 5.02. The Developer shall give at least 21 days notice of the first meeting of the Owners to elect the initial board and shall provide to any Owner within 3 working days of a written request from the Owner, the names, addresses and telephone numbers (if available) of each Owner entitled to vote at such meeting. Any Owner shall be provided with this same information within 3 working days of the request, with respect to each subsequent meeting to elect members of the board. From and after such meeting, each member of the board shall be an Owner or a Voting Member, or both. Within 60 days after the election of a majority of the board other than those designated by the Developer, the Developer shall deliver to the board:

(a) All original documents as recorded or filed pertaining to the Property, its administration and the Association, such as the Declaration, the By-Laws, Articles of Incorporation, other Association instruments, annual reports, minutes and rules and regulations, contracts, leases, or other agreements entered into by the Association. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Developer, or an officer or agent of the Developer, as being a complete copy of the actual document as recorded or filed.

(b) An accounting of all receipts and expenditures made or received on behalf of the Association by the Developer designated boards and copies of all insurance policies and a list of any loans or advances to the Association which are outstanding.

(c) All Association funds and bank accounts.

(d) A schedule of all real or personal property, equipment and fixtures belonging to the Association including documents transferring the property to the Association, warranties, if any, for all real or personal property and equipment, deeds, title insurance policies and all tax bills.

(e) A list of all litigation, administrative action and arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken by the Association, engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any other governmental authority, all governmental certificates, correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving Owners, originals of all documents relating to everything listed in this subparagraph.

5.04 ELECTION: At the initial meeting of the Owners, the Voting Members shall elect a full Board of Directors. The two Directors receiving the highest number of votes shall serve a term of two years and the one other Director shall serve a term of one year. Thereafter each Director shall serve a term of two years. Each Director shall hold office until his term expires or until his successor shall have been elected and qualified. Directors may succeed themselves in office. In all elections for members of the Board, the Voting Member for each Unit shall be entitled to the number of votes equal to the number of Directors to be elected (cumulative voting shall not be permitted). The candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

5.05 ANNUAL MEETINGS: The Board shall hold an annual meeting within 10 days after the annual meeting of the Owners at such place as shall be fixed by the Directors at the annual meeting of the Owners.

5.06 REGULAR MEETINGS: Regular meetings of the Board shall be held at such time and place in the Village of Schaumburg as shall be determined at the annual meeting or, from time to time, by majority of the Directors, provided that from and after the Turn-over Date, not less than four such meetings shall be held during each fiscal year.

5.07 SPECIAL MEETINGS: Special meetings of the Board may be called by the President or by at least one-third (1/3) of the Directors then serving and shall be held in the Village of Schaumburg.

5.08 NOTICE OF BOARD MEETINGS: Notice of each meeting of the Board shall be mailed or personally delivered to each Director at least 48 hours prior to the meeting and notice of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment shall be given to each Owner in the same manner as provided in Paragraph 4.05 of these By-Laws, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened.

5.09 OPEN MEETINGS: Each meeting of the Board shall be open to any Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or an Owner's unpaid share of the Monthly Assessment attributable to expenses of the Association. Any vote taken on any of the matters set forth in subparagraphs (i), (ii) or (iii) above shall be taken at a meeting or portion thereof open to any Owner. Notice of such meeting shall be mailed or personally delivered and posted conspicuously upon the Property at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting. Any Owner may record the proceedings at a meeting required to be open by tape, film or other means and the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

5.10 QUORUM: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.11 COMPENSATION/REIMBURSEMENT FOR EXPENSES: No Director shall be compensated by the Association for services rendered to the Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.12 REPRESENTATIVE TO MASTER ASSOCIATION BOARD OF DIRECTORS: The Master Declaration provides that the Association shall have one Association Delegate, who shall be the President of the Association's Board of Directors. In the event the Association President is elected President of the Master Association Board of Directors, then the Vice President of the Association shall be the Association Delegate in addition to the President of the Association.

5.13 REMOVAL OR RESIGNATION OF DIRECTOR: Any Director may be removed from office, with or without cause, by action of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or a Voting Member, he shall be deemed to have resigned as of the date of such cessation.

A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by a two-thirds (2/3) majority of the remaining Directors to serve until the next meeting of the Owners or for a period terminating no later than 30 days following the filing of a petition signed by the Owners holding 20% of the votes of the Association requesting a meeting of the Owners to fill the vacancy for the balance of the term. Such meeting of the Owners shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by the Owners holding 20% of the votes of the Association requesting such a meeting.

5.14 POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, these By-Laws, and the Illinois Not-For-Profit Corporation Act, including, without limitation, the following power and duties:

- (a) To procure insurance as provided for in the Declaration;
- (b) To engage the services of a manager or managing agent to assist the Association in performing and providing such services as the Association is required to provide to its members under the Declaration;
- (c) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Association;
- (d) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Area for which

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the Association is responsible under the Declaration and these By-Laws;

(e) To estimate and provide each Owner with an annual budget as provided for in the Declaration;

(f) To set, give notice of, and collect assessments from the Owners as provided in the Declaration;

(g) To pay the Common Expenses;

(h) To adopt rules and regulations as provided in the Declaration;

(i) To delegate the exercise of its power to committees appointed pursuant to Paragraph 7.01 of these By-Laws;

(j) To own, convey, encumber, lease, or otherwise deal with Units or other real property conveyed to or purchased by the Association;

(k) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(l) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property;

(m) To impose charges for late payments of an Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association;

(n) To assign the Association's right to future income, including the right to receive assessments;

(o) To record the dedication of a portion of the Common Area to a public body for use as, or in connection with, a street or utility where authorized by the Owners under the provisions of the Act;

(p) To record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Paragraph 2.08(b) of the Declaration; and

(q) To promptly pay assessments to the Master Association as levied and to collect assessments of the Master Association from the Owners as provided in the Master Declaration.

ARTICLE VI
OFFICERS

6.01 **OFFICERS:** The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board. Officers may succeed themselves in office. The President, Secretary and Treasurer shall be Directors and all other officers may, but need not be, Directors.

6.02 **VACANCY OF OFFICE:** Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

6.03 **POWERS OF OFFICERS:** The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of an Illinois Not-For-Profit Corporation including without limitation, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Owners and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws, and shall serve as the representative of the Association on the Board of Directors of the Master Association as an Association Delegate;

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office, other duties assigned by the Board, and shall serve as an Association Delegate, as the representative of the Association on the Board of Directors of the Master Association, if the Association President is elected President of the Master Association. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the capacity of President on an interim basis;

(c) The Secretary shall keep minutes of all meetings of the Owners and of the Board and shall have custody of the Association Seal and have charge of such other books, papers and documents as the Board may prescribe, and shall be responsible for giving and receiving all notices to be given to or by the Association under the Declaration or these By-Laws; and

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts

kept for such purpose. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

6.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting officers.

ARTICLE VII
COMMITTEES DESIGNATED BY BOARD

7.01 BOARD COMMITTEES: The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

7.02 SPECIAL COMMITTEES: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

7.03 TERM: Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04 CHAIRMAN: One member of each committee shall be appointed chairman.

7.05 VACANCIES: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.06 QUORUM: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.07 RULES: Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE VIII
INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS

8.01 EXECUTION OF INSTRUMENTS: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument (including amendments to the Declaration or these By-Laws which must be executed by the Association) in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

8.02 PAYMENTS: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

8.03 BANK ACCOUNTS: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

8.04 SPECIAL RECEIPTS: The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX
FISCAL MANAGEMENT

9.01 FISCAL YEAR: The fiscal year of the Association shall be determined by the Board and may be changed from time to time, as the Board deems advisable.

9.02 ANNUAL STATEMENT: Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the Annual Assessment budget, and

showing the net excess or deficit of income over expenditures plus reserves.

9.03 ASSESSMENT PROCEDURE: (a) Annual assessments and special assessments shall be made and collected as provided in Article Ten of the Declaration, and the provisions of Article Ten are incorporated herein by reference.

(b) if an adopted budget requires assessment against the Owners in any fiscal year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by Owners with 20% of the votes of the Association filed within 14 days of the Board action, shall call a meeting of the Owners within 30 days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

9.04 Neither the Association nor the Board shall have authority to forebear the payment of assessments by any Owner.

ARTICLE X
BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record giving the name and addresses of the members. All books and records of the Association may be inspected by any Owner, or his agent, mortgagee or attorney, for any proper purpose at any reasonable time.

ARTICLE XI
SEAL

The Board may provide for a corporate seal which shall be the form of a circle and shall have inscribed thereon the names of the Association and the words "Corporate Seal, Illinois".

ARTICLE XII
AMENDMENTS

These By-Laws may be amended or modified at any time, or

89031677

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from time to time in the same manner as provided in Paragraph 12.02 of the Declaration; provided, that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration. These By-Laws may also be amended by the Developer for the purposes and by the procedure set forth in Paragraph 12.01 of the Declaration. No amendment to these By-Laws shall become effective until approved in writing by Board of Trustees of the Village of Schaumburg.

VILBYLAW

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EXHIBIT "C"
TO
DECLARATION
OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION

The "Common Area" as defined in the Declaration is legally described as follows:

Lot 13 in Haverford at Schaumburg being a Subdivision in the West 1/2 of the Northeast 1/4 of Section 24, Township 41 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois recorded on August 30, 1988 as document no. 88394420.

977/VILEXHB

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COOK COUNTY RECORDER

Jack Nyweide
MILL LAW FIRM
70th Floor Sears Tower
Chicago, IL 60606

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Mail
6/00
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**FIRST AMENDMENT TO
THE DECLARATION OF
COVENANTS,
CONDITIONS,
EASEMENTS AND
RESTRICTIONS FOR THE
HAVERFORD AT
SCHAUMBURG VILLAGE
NEIGHBORHOOD
ASSOCIATION**



Doc#: 0513739082
Eugene "Gene" Moore Fee: \$46.50
Cook County Recorder of Deeds
Date: 05/17/2005 01:59 PM Pg: 1 of 12

For Use by Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Covenants, Conditions, Easements and Restrictions (hereafter the "Declaration") for the Haverford at Schaumburg Village Neighborhood Association (hereafter the "Association"), which Declaration was recorded on January 19, 1989 as Document Number 89031677 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A," which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to the provisions of Section 27 of the Illinois Condominium Property Act, 765 ILCS 605 et seq., formerly Ill. Rev. Stat. (1983) Ch. 30, Par. 327, effective July 1, 1984. This statute provides that, where there is a defect, omission or error in the Declaration, By-Laws or other condominium instrument, the Association may correct the defect, error or omission by an amendment in order to conform to the provisions of the Illinois Condominium Property Act. The amendment may be adopted by a vote of two-thirds (2/3) of the members of the board of managers unless the board's action is rejected by a majority of the votes of the unit owners at a meeting of the unit owners duly called for this purpose by a written petition of the unit owners having twenty percent (20%) of the votes of the association filed within thirty days after the action of the board to approve the amendment.

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

Robert P. Nesbit, Esq.
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 - 847. 777. 7241

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been subjected to the easements, restrictions and covenants contained therein; and

WHEREAS, the following amendment has been approved by the Village of Schaumburg, said approval attached hereto as Exhibit B; and

WHEREAS, the following amendment has been approved by at least 75% of the total unit ownership; said votes attached hereto and made a part hereof.

NOW, THEREFORE, the Declaration for the Haverford at Schaumburg Village Neighborhood Association is hereby amended in accordance with the text which follows (additions in text are indicated by a double underline; deletions by ~~strike-outs~~):

1. Section 3.18 shall be added to Article Three of the Declaration shall be amended as follows:

3.18 LEASING OF UNITS. The rental or leasing of Units is prohibited effective with the recording of this Amendment, except as provided below:

(a) Those Units that are leased as of the effective date of this Amendment may continue to be leased until twelve (12) months after the date of recording of this Amendment, at which time the Unit must be occupied by the Owner, left vacant or sold. A copy of any current lease must be on file with the Association's managing agent.

(b) All lease or rental agreements permitted pursuant to this Section regarding a Unit must be in writing and shall be subject to all the terms, conditions and requirements of the Declaration, By-Laws and rules and regulations of the Association. No Unit may be leased or rented for a period less than one (1) year. The Owner shall provide a copy of the lease or rental agreement to the Board within ten (10) days after its execution and as a prior condition before any lessee occupies a Unit. The Association is hereby expressly deemed to be a third party beneficiary of any such lease; and any violation of the Declaration, By-Laws or rules and regulations shall be deemed a default under such lease entitling the Association to exercise any and all remedies under the lease or available at law or equity, regardless of the Owner's action or inaction in response to such default.

(c) The restrictions on leasing shall not apply to leasing of Units to blood relatives. For purposes of this Section, blood relatives shall mean parents, children (natural or adopted) and siblings. However, if no written lease agreement exists between the Owner and family member, the Owner shall sign an affidavit stating that such a non-written lease agreement has been entered between the two parties and the tenant(s) shall abide by the

Association's Declaration, By-Laws and rules and regulations, Non-written lease agreements with family members must be of at least one-year in length.

(d) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to an Owner to lease his Unit to a specified lessee for a period of not more than one (1) year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Owner to the Board giving the reasons the Owner wishes to be considered for a hardship. The Board shall have three (3) days from receiving the hardship application to approve or disapprove the application. The Board has sole and complete discretion to approve or disapprove any Owner's application for a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be in writing and subject to the Declaration, By-Laws and rules and regulations governing the Association.

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

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

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

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

(i) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other

unpaid regular or special assessment, including late fees and interest on the unpaid balance.

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

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

3. Except to the extent expressly set forth hereinabove, the remaining provisions of the Amended Declaration shall continue in effect without change.

**EXHIBIT A
LEGAL DESCRIPTION**

Lot 13 and Lots 13-1 to 13-32, inclusive, in Haverford at Schaumburg, being a subdivision in the West 1/2 of the Northeast 1/4 of Section 24, Township 41 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois recorded on August 30, 1988 as document no. 88394420.

All located in the Village of Schaumburg, County of Cook, State of Illinois and more commonly known as follows:

<u>Address</u>	<u>Permanent Index Number</u>
247 Devonshire Court	07-24-207-001
245 Devonshire Court	07-24-207-002
243 Devonshire Court	07-24-207-003
242 Devonshire Court	07-24-207-004
244 Devonshire Court	07-24-207-005
246 Devonshire Court	07-24-207-006
248 Devonshire Court	07-24-207-007
250 Devonshire Court	07-24-207-008
252 Huntwyck Court	07-24-207-009
254 Huntwyck Court	07-24-207-010
256 Huntwyck Court	07-24-207-011
258 Huntwyck Court	07-24-207-012
260 Huntwyck Court	07-24-207-013
262 Huntwyck Court	07-24-207-014
264 Willoby Court	07-24-207-015
266 Willoby Court	07-24-207-016
268 Willoby Court	07-24-207-017
270 Willoby Court	07-24-207-018
272 Spring Creek Circle	07-24-207-019
274 Spring Creek Circle	07-24-207-020
276 Spring Creek Circle	07-24-207-021
278 Spring Creek Circle	07-24-207-022
280 Haverford Court	07-24-207-023
282 Haverford Court	07-24-207-024
284 Haverford Court	07-24-207-025
286 Haverford Court	07-24-207-026
288 Haverford Court	07-24-207-027
290 Haverford Court	07-24-207-028
292 Haverford Court	07-24-207-029
294 Spring Creek Circle	07-24-207-030
296 Bridle Lane	07-24-207-031
300 Bridle Lane	07-24-207-032



VILLAGE OF SCHAUMBURG

MUNICIPAL CENTER / 101 SCHAUMBURG COURT / SCHAUMBURG, IL 60193-1899
847.895.4500 / TDD 847.923.4435 / FAX 847.895.7806 / WWW.CI.SCHAUMBURG.IL.US

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

I, MARILYN J KARR, Clerk of the Village of Schaumburg, Cook County and
DuPage County, Illinois, DO HEREBY CERTIFY that the attached and foregoing is a true and
correct copy of

RESOLUTION NO. R-05-025

RESOLUTION AUTHORIZING AMENDMENT TO THE DECLARATION OF THE
HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION

passed and adopted the 8th day of March, 2005.

I DO FURTHER CERTIFY that the original of which the attached and foregoing is a
true and correct copy is now on file in my office.

WITNESS my hand and the corporate seal of the Village of Schaumburg, Illinois this
5th day of April, 2005.


Marilyn J Karr, Village Clerk
Village of Schaumburg

RESOLUTION NO. R05-025

RESOLUTION AUTHORIZING AMENDMENT TO THE DECLARATION OF THE HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION

WHEREAS, the Village of Schaumburg In 1987 approved the Haverford at Schaumburg Village Neighborhood Association and as part of that approval a Declaration of Covenants, Conditions, Easements and Restrictions which was recorded as Document #89031677; and

WHEREAS, Article 11 requires any amendments to the Declarations to be approved by the Village of Schaumburg; and

WHEREAS, the majority of owners of the development have proposed amending the Declaration to restrict the leasing of units in the development and have requested the Village to approve the Amendment to the Declaration, a copy of which is attached and marked as Exhibit "A"; and

WHEREAS, it would be in the best interests of the citizens of Schaumburg to approve said Amendment to Declaration.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: The Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for Haverford at Schaumburg Village Neighborhood Association is hereby approved in substantially the form attached to this Resolution and marked as Exhibit "A".

SECTION TWO: That the Village Manager of Schaumburg be and hereby is authorized to execute the Amendment on behalf of the Village of Schaumburg.

SECTION THREE: This Resolution shall be in full force and effect after passage and approval as required by law.

AYES: Trustees: Riley, Connelly, Sullivan, Dunham, Dailly, Curcio

NAYS: 0

ABSENT: 0

PASSED AND APPROVED this 8th day of MARCH, 2005.



VILLAGE PRESIDENT

ATTEST:




Village Clerk

APPROVED:


Assistant Village Attorney
s:\legal\reso\authorize Haverford

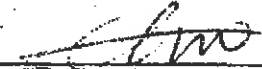
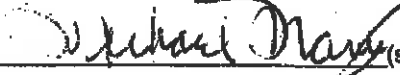






PETITION TO APPROVE THE AMENDMENT TO THE DECLARATION OF COVENANTS FOR THE HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION

We, the undersigned owners, do hereby approve the Amendment to the Declaration of the Haverford at Schaumburg Village Neighborhood Association, regarding the leasing of Units, as attached hereto.

Name	Address
<i>Jay D. Schroeder</i> (signature) JAY D. SCHROEDER (print name)	294 SPRING CREEK CIRCLE Schaumburg, IL Date: 10/18/04, 2004
<i>Robert A. Parkers</i> (signature) ROBERT A. PARKERS (print name)	246 DEVONSHIRE CT Schaumburg, IL Date: 10/18/04, 2004
<i>Fletcher Lewis</i> (signature) FLETCHER LEWIS (print name)	258 HUNTWYCK CT Schaumburg, IL Date: 10/18/04, 2004
<i>Michael J. Fitzmaurice</i> (signature) MICHAEL J. FITZMAURICE (print name)	284 HAVERFORD CT Schaumburg, IL Date: 10/18/04, 2004
 (signature) LAUANNA RECKER (print name)	256 HUNTWYCK Schaumburg, IL Date: 10/18/04, 2004
 (signature) K. VASUDEVAN (print name)	250 DEVONSHIRE CT. Schaumburg, IL Date: 10/18/04, 2004
_____ (signature) _____ (print name)	_____ Schaumburg, IL Date: _____, 2004
_____ (signature) _____ (print name)	_____ Schaumburg, IL Date: _____, 2004

**PETITION TO APPROVE THE AMENDMENT TO THE DECLARATION OF
COVENANTS FOR THE HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD
ASSOCIATION**

We, the undersigned owners, do hereby approve the Amendment to the Declaration of the Haverford at Schaumburg Village Neighborhood Association, regarding the leasing of Units, as attached hereto.

Name	Address
 (signature) Sang Ran Cho (print name)	264 WILLOBY CT. Schaumburg, IL Date: 12-11, 2004
 (signature) Michael Manty (print name)	278 Spring Creek Circle Schaumburg, IL Date: 12-11, 2004
 (signature) Ted Pecca (print name)	292 Hampshire Ct Schaumburg, IL Date: Dec 15, 2004
 (signature) GARY CHANDONX (print name)	270 WILLOBY CT Schaumburg, IL Date: 12/19, 2004
 (signature) DANIEL K ROBIN (print name)	246 DEVONSHIRE Schaumburg, IL Date: 12/19/2004
 (signature) LENNART J. JOHNSON (print name)	268 Willoby Ct Schaumburg, IL Date: 12-19-04
 (signature) RICHARD C. JUDYCH (print name)	266 WILLOBY CT Schaumburg, IL Date: 12/19/04
 (signature) Anita BIRCH (print name)	260 Huntwyck Ct Schaumburg, IL Date: 12/19/04

**PETITION TO APPROVE THE AMENDMENT TO THE DECLARATION OF
COVENANTS FOR THE HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD
ASSOCIATION**

We, the undersigned owners, do hereby approve the Amendment to the Declaration of the Haverford at Schaumburg Village Neighborhood Association, regarding the leasing of Units, as attached hereto.

Name	Address
<u>Adam Harjung</u> (signature) <u>ADAM HARJUNG</u> (print name)	<u>280 HAVERFORD CT.</u> Schaumburg, IL Date: 11-21-2004
<u>Judith M. Schloss</u> (signature) <u>JUDITH M. SCHLOSS</u> (print name)	<u>286 Haverford Ct.</u> Schaumburg, IL Date: 11-22-2004
<u>MaryLou Sziget</u> (signature) <u>MARYLOU SZIGETI</u> (print name)	<u>282 Haverford Ct</u> Schaumburg, IL Date: 11-22-2004
<u>Kenneth P. Grans</u> (signature) <u>KENNETH P. GRANS</u> (print name)	<u>276 SPRING CREEK CIRCLE</u> Schaumburg, IL Date: 12/08 2004
<u>Pat Franceschi</u> (signature) <u>Pat Franceschi</u> (print name)	<u>274 Spring Creek Ct</u> Schaumburg, IL Date: 12/08 2004
<u>K. Speciale</u> (signature) <u>KATHERINE SPECIALE</u> (print name)	<u>272 Springcreek Circle</u> Schaumburg, IL Date: 12-6-2004
<u>Dominick J. Kaso</u> (signature) <u>DOMINICK J. KASO</u> (print name)	<u>288 HAVERFORD</u> Schaumburg, IL Date: 12/9/04
<u>Nancy Martin</u> (signature) <u>NANCY MARTIN</u> (print name)	<u>300 BRIOLE LN.</u> Schaumburg, IL Date: 12/9/04

**PETITION TO APPROVE THE AMENDMENT TO THE DECLARATION OF
COVENANTS FOR THE HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD
ASSOCIATION**

We, the undersigned owners, do hereby approve the Amendment to the Declaration of the Haverford at Schaumburg Village Neighborhood Association, regarding the leasing of Units, as attached hereto.

Name	Address
Adam Harjung (signature)	280 HAVERFORD CT. Schaumburg, IL
ADAM HARJUNG (print name)	Date: 11-21-2004
Judith M. Schloss (signature)	286 Haverford Ct. Schaumburg, IL
JUDITH M. SCHLOSS (print name)	Date: 11-22-2004
Mary Lou Szigeti (signature)	282 Haverford Ct Schaumburg, IL
MARY LOU SZIGETI (print name)	Date: 11-22-2004
Kenneth P. Graus (signature)	276 SPRING CREEK CIRCLE Schaumburg, IL
KENNETH P. GRAUS (print name)	Date: 12/08 2004
Pat Fanesali (signature)	274 Spring Creek Ct Schaumburg, IL
PAT FANESALI (print name)	Date: 12/08 2004
K. Spiciale (signature)	272 Springcreek Circle Schaumburg, IL
KATHERINE SPICIALE (print name)	Date: 12-6-2004
Dominick T Kaso (signature)	288 HAVERFORD Schaumburg, IL
DOMINICK T KASO (print name)	Date: 12/9/84 .2
May Bleman (signature)	244 Devonshire Schaumburg, IL
Barry Bleman (print name)	Date: 1/13/05 .2005

**SECOND
AMENDMENT
TO**

**DECLARATION OF
COVENANTS,
CONDITIONS,
EASEMENTS AND
RESTRICTIONS FOR**



Doc# 1703819056 Fee \$58.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/07/2017 10:50 AM PG: 1 OF 11

**THE
HAVERFORD AT SCHAUMBURG
VILLAGE NEIGHBORHOOD
ASSOCIATION**

WHEREAS, the Declaration of Ownership for THE HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION (the "Association") was recorded with the Cook County Recorder of Deeds on January 19, 1989, as Document No. 89031677, as amended by Document 0513739062 Recorded on May 17, 2005 (the "Declaration"); and

WHEREAS Article Five of the Declaration regards, among other things covenants and easements related to the maintenance and responsibility for maintenance of the Units and their exteriors; and

WHEREAS the Board of Directors (the "Board") has called a meeting of the Board and Members (Unit Owners) to consider an amendment to the Declaration for the Unit Owners to consider and approve, and for the Board to approve, a change to the covenants and easements that assign maintenance and repair responsibility for the Unit exteriors, such meeting called per the terms of the Declaration and Bylaws and with due notice; and

WHEREAS, the Board and the Unit Owners have determined that this Amendment to the Declaration will benefit the members of the Association; and

WHEREAS, Article 11.02 of the Declaration provides for amendments to it by vote of the Unit Owners; and

WHEREAS, the Unit Owners, of not less than seventy-five percent (75%) of the total vote at a meeting called for that purpose provided, with either a quorum of a majority of the Unit Owners present in person or by proxy or the approval by consent of that percentage of Unit Owners, have approved this Amendment to the Declaration and such approval has been certified by an officer of the Board; and

WHEREAS, a copy of the Amendment has been mailed by certified mail to all mortgagees having requested such notice, though none is required, not less than ten (10) days prior to certification by an officer of the Board; and

NOW, THEREFORE, the following shall be considered an Amendment to Article Five of the Declaration, whereby the following language shall be added to Article Five of the Declaration, which additions are noted below by **bold** and deletions (if any) are noted by ~~strikethrough~~, and Article Five shall thereafter read as follows:

ARTICLE FIVE

MAINTENANCE AND REPAIR

5.01 COMMON AREA. Except as may be otherwise expressly provided herein to the contrary, and except to the extent undertaken by the Village of Schaumburg the Association shall carry out or cause to be performed as a Common Expense all maintenance, improvements, repair and replacement of and on the Common Area including but not limited to, the maintenance of private monuments and the entrance of the roadway to the Village Neighborhood Area, and the payment of all taxes and other liens assessed or charged against the Common Area. None of these functions shall be carried out by any Owner without the prior written approval of the Board.

5.02 UNITS.

(a) The Owner of each Unit shall furnish and be responsible for, at his own expense, all of the decorating and glass replacement within his own Unit.

(b) The Association, and not any individual Owner, shall exclusively determine the need for and carry out or cause to be performed as a Common Expense certain maintenance of the exterior of the Units including but not limited to painting, ~~tuck pointing, cleaning, repair and replacement of the exteriors of each of the Units, including without limitation roofs, gutters, downspouts, exterior building surfaces~~ trees, shrubs, grass, walks, driveways and all water, sewer, gas, electric and cable television lines lying outside the Buildings. Such exterior maintenance shall not include glass surfaces, air conditioning or heating units.

(c) The individual Owners of each Unit shall carry out or cause to be performed certain maintenance, repair, and replacement of the exterior of the Units including the windows, doors, exterior home appliances such as air conditioning units or heating units, glass surfaces, tuck pointing, cleaning, repair and replacement of the exteriors of each of the Units, including without limitation roofs, gutters, downspouts, chimneys (internal and external maintenance thereof) and exterior building surfaces, including brick veneers. Unit Owners must submit their planned maintenance in writing to the Board for review and approval by the Architectural Control Committee (ACC). The ACC shall review and approve, or review and reject, all Unit Owner requests within sixty (60) days of its (or the Board's) receipt of a Unit Owner proposal for planned maintenance. If the ACC is organized as a commission, it shall make its recommendation to the Board and the Board shall review and approve, or review and reject, the Unit Owner proposal within sixty (60) days of its (or the Board's) receipt of a Unit Owner proposal for planned maintenance. Proposals must include the name and address of the professional or contractor performing the services proposed. Unit Owners may select their own professionals to carry out these maintenance tasks. All maintenance, repair and replacement shall be subject to and comply with the existing specifications, design, color, grade, finish, material and appearance of the Units and the architectural and appearance controls provided for in this Declaration and the Association's Rules and Regulations. Unit Owners shall not change the appearance of their Units' exteriors while undertaking any maintenance, repair or replacement. Notwithstanding the above, the ACC and/or the Board reserves the right to reject any proposed professional or contractor. In the event a Unit Owner requires emergency repair of these areas of the exterior, and the Unit Owner cannot reasonably wait for the ACC/Board's approval of their written proposal, a Unit Owner may cause the necessary emergency maintenance to be performed, but the Unit Owner and their professional or contractor must repair any item to its original specification, material, and appearance. The Board reserves the right to require emergency maintenance undertaken without prior approval to be repaired or altered, at a Unit Owner's sole expense, if the emergency maintenance does not repair with materials meeting the original specification of the Unit exteriors, or is, in the sole discretion of the Board, not compliant with the existing architectural and appearance covenants for the community.

(ed) The Association may determine the need for and may carry out or cause to be performed all such maintenance and repair of all structural portions of the Units and of all water, sewer, gas, electric and cable television lines incorporated in or forming a part of the interior of the Buildings as originally constructed, not including, however, the maintenance or repair of any furnaces, water heaters, stoves, refrigerators, washing machines or household appliances.

(de) The Association shall have power (but shall not be required hereby) to provide for such guards and other attendants and services for the protection and benefit of the Property and its inhabitants generally, as its Board of Directors may determine from time to time to do.

~~(ef) In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees, If an Owner fails to carry out any exterior maintenance as required above, the Board shall inform the Owner in writing and require compliance and maintenance, repair, or replacement. In the event that an Owner fails to carry out said maintenance required by the Board, the Board may, after notice and a hearing, issue a fine against the Owner and the Unit for the Owner's failure to maintain their property. The Board may also, in its discretion, inform an owner of their noncompliance and/or need for maintenance and require compliance by a date certain. If an Owner fails to maintain the exterior items of their home by that date certain, as shall be determined in the Board's sole discretion, the cost of such maintenance, repair or replacement shall be the Owner's obligation and the Association shall carry out such necessary work as its professionals or contractors deem appropriate and shall add such cost to said Owner's other assessments under this Declaration. The Board's option to use a notice of violation and a fine before requiring maintenance or repair by a date certain shall not limit, waive, or abridge the Board's ability to issue a notice requiring maintenance or repair by a date certain and assessing back the cost of such work.~~

(g) In the event damage caused by the willful or negligent acts of an Owner, his family, guests or invitees requires that maintenance, repair or replacement of any portion of the property as a result of such acts, such cost shall be the Owner's obligation and the Association shall add such costs to said Owner's other assessments under this Declaration but only to the extent that such expense is not met by the proceeds of insurance carried by the Board or other Owners. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

5.03 LANDSCAPING AND LAWN MAINTENANCE SERVICE.

(a) All landscaping on the Property shall be uniform and in accordance with Developer's customized landscape plans and specifications. No changes or additions may be made unless the consent of the Board is first obtained.

(b) The Association shall be responsible for the care, maintenance and watering of all landscaping installed by the Developer and also the replacement thereof as may be required from time to time, unless such replacement is required due to the negligence or voluntary act of an Owner or Owners, in which case such cost shall be paid by the party or parties at fault; except, that the Owner shall be responsible for the care and maintenance of the "garden areas", which form a part of the customized landscape design for the Owner's Unit, if the Owner elects by written notification to the Board that he desires to use one or both of the garden areas set out in his landscape design by December 31 of each year preceding the year in which he will maintain an area as a garden area.

(c) No excavating, earth moving, or other changes to the landscape of any portion of the Property shall be done except to the extent required to insure preservation, and to avoid despoliation, of the general character of the areas on the Property which are to be retained as open spaces.

5.04 SNOW REMOVAL. The Board shall contract for or otherwise cause the removal of snow from all sidewalks, driveways, and private roadways falling within the Property. The cost thereof shall be a Common Expense.

5.05 EXTERIOR REPAINTING. At least once every 5 years, unless the Board deems it unnecessary, the exterior surfaces (except masonry or similar materials) shall be painted in the color of the existing color scheme of the Unit as set forth in the architectural plan. The cost of such exterior painting shall be a Common Expense.

5.06 ROADWAY AND DRIVEWAY REPAIR. Whenever private roadways, parking lots and driveways shall require repair or replacement, such construction shall be done or caused to be done by the Association and shall be on the same location and be of the same size and of the same or similar materials and of like quality to that utilized by the Developer. The cost of such repairs or replacements shall be borne by the Association as a Common Expense unless due to the negligence or voluntary act of an Owner or Owners, in which case such cost shall be paid by the party or parties at fault.

5.07 FENCES. The maintenance, repair and replacement of all fences of the Property shall be the responsibility of and at the expense of the Association, hereinafter provided for and such fence shall be of the same quality and design as supplied by the Developer and consistent with the custom landscape design requirements.

5.08 OTHER MAINTENANCE. For the purpose of carrying out the intent of this Declaration to provide for a Planned Unit Development and Village Neighborhood Area of uniform high quality, the Association shall also carry out or cause to be performed or provided in or about the Property all such additional functions in the nature of maintenance, improvements, repairs and services for the use and benefit of the Property and its inhabitants generally as shall be determined by the Board from time to time, and the Board shall also have power to impose upon the individuals actually using or benefiting therefrom such additional charges for the use thereof and for the services rendered as said Board shall from time to time deem appropriate. The Board may promulgate such reasonable rules and regulations it deems necessary or desirable to carry out the aforesaid intent.

Except to the extent expressly set forth herein above, the remaining provisions of the Declaration, including without limitation the remaining portions of Article Five of the Declaration, shall continue in effect without change.

These changes shall take effect and shall be deemed adopted upon the recording of this Amendment.

NOW THEREFORE, we the undersigned members of the Board of Directors of THE
HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION consent
to the amendment(s) aforementioned.

Paul J. ...
PRESIDENT
 Pratyush Vajpayee

BEING NOT LESS THAN A MAJORITY
OF THE BOARD OF DIRECTORS OF
THE HAVERFORD AT SCHAUMBURG
VILLAGE NEIGHBORHOOD
ASSOCIATION

PREPARED BY:
James R. Stevens
CHUHAK & TECSON, P.C.
30 S. Wacker Drive, 26th Floor
Chicago, Illinois 60606
312-444-9300

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Ada Parlanti, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Ranier as President of THE HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION, personally known to me to be the same persons whose names are subscribed to the foregoing SECOND AMENDMENT TO THE DECLARATION OF CONVENANTS AND EASEMENTS, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said Second Amendment, on behalf of the Association and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 24th day of October, 2016.

Ada Parlanti
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Ada Parlanti, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Pratish Vajpayee Diane Sloan and _____ as Directors of HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION, personally known to me to be the same persons whose names are subscribed to the foregoing SECOND AMENDMENT TO THE DECLARATION OF CONVENANTS AND EASEMENTS, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said Second Amendment, on behalf of the Association and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 24th day of October, 2016.

Ada Parlanti
Notary Public



LEGAL DESCRIPTION

Lot 13 and Lots 13-1 to 13-32, inclusive, in Haverford at Schaumburg, being a subdivision in the West 1/2 of the Northeast 1/4 of Section 24; Township 41 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois, recorded on August 30, 1988 as document no. 88394420.

All located in the Village of Schaumburg, County of Cook, State of Illinois and more commonly known as follows:

<u>ADDRESS</u>	<u>PERMANENT INDEX NUMBER</u>
247 Devonshire Court	07-24-207-001
245 Devonshire Court	07-24-207-002
243 Devonshire Court	07-24-207-003
242 Devonshire Court	07-24-207-004
244 Devonshire Court	07-24-207-005
246 Devonshire Court	07-24-207-006
248 Devonshire Court	07-24-207-007
250 Devonshire Court	07-24-207-008
252 Huntwyck Court	07-24-207-009
254 Huntwyck Court	07-24-207-010
256 Huntwyck Court	07-24-207-011
258 Huntwyck Court	07-24-207-012
260 Huntwyck Court	07-24-207-013
262 Huntwyck Court	07-24-207-014
264 Willoby Court	07-24-207-015
266 Willoby Court	07-24-207-016
268 Willoby Court	07-24-207-017
270 Willoby Court	07-24-207-018
272 Spring Creek Circle	07-24-207-019
274 Spring Creek Circle	07-24-207-020
276 Spring Creek Circle	07-24-207-021
278 Spring Creek Circle	07-24-207-022
280 Haverford Court	07-24-207-023
282 Haverford Court	07-24-207-024
284 Haverford Court	07-24-207-025
286 Haverford Court	07-24-207-026
288 Haverford Court	07-24-207-027
290 Haverford Court	07-24-207-028
292 Haverford Court	07-24-207-039
294 Spring Creek Circle	07-24-207-030
296 Bridle Lane	07-24-207-031
300 Bridle Lane	07-24-207-032

CONSENT AND APPROVAL OF THE VILLAGE OF SCHAUMBURG, ILLINOIS
TO THE SECOND AMENDMENT TO THE DECLARATION OF
THE HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION

I, Brian A. Townsend, Village Manager for the Village of Schaumburg, Illinois, possess the requisite authority to state the Village's approval for the attached Second Amendment to the Declaration of Covenants, Conditions and Easements for the Haverford at Schaumburg Village Neighborhood Association, and state that the Village of Schaumburg approves of and consents to the Second Amendment to the Declaration of Covenants, Conditions and Easements for the Haverford at Schaumburg Village Neighborhood Association.

VILLAGE OF SCHAUMBURG

By 
Its Village Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Renee M. Romanowski, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian A. Townsend, Village Manager of the Village of Schaumburg, personally known to me to be the same persons whose names are subscribed to the foregoing CONSENT AND APPROVAL OF THE SECOND AMENDMENT TO THE DECLARATION OF CONVENANTS AND EASEMENTS, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said Consent and Approval for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 17th day of January, ~~2016~~ 2017.


Notary Public





VILLAGE OF SCHAUMBURG

MUNICIPAL CENTER / 101 SCHAUMBURG COURT / SCHAUMBURG, IL 60193-1899
847.895.4500 / TDD 847.923.4435 / FAX 847.895.7806 / WWW.CI.SCHAUMBURG.IL.US

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

I, MARILYN J KARR, Clerk of the Village of Schaumburg, Cook County and DuPage County, Illinois, DO HEREBY CERTIFY that the attached and foregoing is a true and correct copy of

RESOLUTION NO. R-17-003

A RESOLUTION AUTHORIZING EXECUTION OF A CONSENT AND APPROVAL TO THE SECOND AMENDMENT OT THE DECLARATION OF THE HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION

passed and approved the 10th day of January, 2017.

I DO FURTHER CERTIFY that the original of which the attached and foregoing is a true and correct copy is now on file in my office.

WITNESS my hand and the corporate seal of the Village of Schaumburg, Illinois this 31st day of January, 2017.



Marilyn J. Karr, Village Clerk
Village of Schaumburg

RESOLUTION NO R-17-003

A RESOLUTION AUTHORIZING EXECUTION OF A CONSENT AND APPROVAL TO THE SECOND AMENDMENT TO THE DECLARATION OF THE HAVERFORD AT SCHAUMBURG VILLAGE NEIGHBORHOOD ASSOCIATION

WHEREAS, the Haverford at Schaumburg Village Neighborhood Association has submitted a request to amend its Declaration; and

WHEREAS, the Planning, Building and Development Committee recommended approval and consent of the Second Amendment to the Declaration; and

WHEREAS, it would be in the best interests of the citizens of Schaumburg to authorize the Village Manager to sign the Consent and Approval marked as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: That the Village Manager is authorized to execute the attached Consent and Approval, "Exhibit A", from the Village of Schaumburg to the second amendment to the declaration of the Haverford at Schaumburg Village Neighborhood Association.

SECTION TWO: That this Resolution shall be in full force and effect after passage and approval as required by law.

AYES: (6) Trustee: Kozak, Connelly, Sullivan, Dunham, Madej, Dailly

NAYS: (0) None

ABSENT: (0) None

PASSED AND APPROVED this 10th day of January, 2017.


Village President

ATTEST:


Village Clerk

APPROVED AS TO FORM:


Assistant Village Attorney

