

Macon Co., Illinois S.S. by Mary A. Ealon, Recorder

Book: 5000 Page: 13

Recording Fee: \$80,00 RHSP Included: 6/24/2008: \$10.00

Authorized By: Unaya. Eatin

Date Recorded: 6/24/2008 1:30:13 PM

SURVEYOR'S CERTIFICATE

I, Ronald W. Lamb, a duly licensed surveyor, Certificate No. 2811, residing in Macon County, Illinois, do hereby certify that at the request of GMH Real Estate 1, LLC, owner of the property hereinafter described, the same being a part of the Macon County, Illinois, have made a true and accurate survey of said tract of land and is described as follows:

The North 838 feet of the East 396 feet of the West 792 feet of the Southeast Quarter of the Southeast Quarter of Section 30, Township 16 North, Range 3 East of the Third Principal Meridian, Macon County, Illinois, and more particularly described as follows:

Beginning at the Southeast corner of Lot 5 of Greenlake Heights Addition as shown on Plat recorded in Book 1575 on page 12 in the records of the Macon County Recorder's Office; thence North 00 degrees 00 minutes 00 seconds East, along the east line of said Greenlake Heights Addition, 837.87 feet to the Northeast corner of Lot 37 in said Greenlake Heights Addition; thence South 89 degrees 11 minutes 07 seconds East, 396.00 feet to the Northwest corner of Lot 3 of Bridgewater Addition as shown on Plat recorded in Book 1575 on page 113 in the records of the Macon County Recorder's Office; thence South 00 degrees 09 minutes 02 seconds East, along the west line of said Bridgewater Addition, 837.29 feet to a point on the south line of the North 838 feet of the East 396 feet of the West 792 feet of the Southeast Quarter of the Southeast Quarter of said Section 30; thence North 89 degrees 16 minutes 23 seconds West, 398.19 feet to the Point of Beginning, containing 7.6346 acres.

And according to law, I have subdivided the same into Lots, which subdivision is to be hereafter known and designated as THE MEADOWS AT GREENLAKE, as shown on attached plat made by me, which plat, incorporated herein by reference, particularly and correctly described and sets forth the exterior boundaries of the land surveyed and roadway easements and easements for public utilities herein and gives the width, length and number of each Lot and easements, and I have placed iron pins and/or concrete monuments on all corners, angle points and points of curvature as permanent monuments from which future surveys can be made.

I further certify that part of the above described subdivision or that which is shown on the plat does not lie within a Special Hazard Area as shown on the Flood Insurance Rate Map No. 170429 0020 C, effective date August 1, 1979.

Signed and dated at Decatur, Illinois this 3rd

day of April, 2008.

Ronald W. Lamb

Illinois Professional Land Surveyor No. 2811

License Expiration Date: 11-30-2008

mmininim_m LAND Z101

OWNERS' DECLARATION

BE IT KNOWN that GMH REAL ESTATE 1, LLC, being the owner of the premises described in the preceding Surveyor's Certificate, situated in the City of Decatur, County of Macon and the State of Illinois, do hereby subdivide the said tract of land and do hereby make the attached plat of said subdivision for the purpose of the sale of the lots and/or units therein by number as designated on said plat and do hereby designate the subdivision as "THE MEADOWS AT GREENLAKE" and the same shall be so known hereafter.

I do hereby dedicate for sewers, water mains, drainage facilities and public utility purposes the various easement strips so designated on the plat as "easement"; and we further dedicate to the people of Macon County all streets, sidewalks, sewers and surface drains heretofore, or hereafter, constructed in said combined tracts; hereby waiving in such portions so dedicated all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

The following covenants and restrictions in their entirety shall apply to each and every lot in the subdivision.

CONVENANTS

- 1. The lots shall be restricted to such use as is permitted by the appropriate zoning classification under the zoning code for the City of Decatur, Macon County, Illinois.
- 2. Building setback lines shall be observed as shown on the plat.
- 3. The owners bind themselves, their successors, grantees and assigns, as a covenant running with the land, to comply with all state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease, use or occupation of the premises within such platted land or any part thereof, or the improvements thereon.

IN WITNESS	WHEREOF, I have hereunto set my hand and affixed my seal this 8th day of
Apric	, 2008.
	By:
	Kevin Highley
	GMH REAL ESTATE LLIC

TAX CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, STEPHEN M. BEAN, County Clerk in and for the County and State of aforesaid, do hereby certify that I find not redeemable tax, tax sale, or unpaid forfeited taxes against any of the real estate commonly known as the North 838 feet of the East 396 feet of the West 792 feet of the Southeast Quarter of the Southeast Quarter of Section 30, Township 16 North, Range 3 East of the Third Principal Meridian, Macon County, Illinois, and more particularly described as follows:

Beginning at the Southeast corner of Lot 5 of Greenlake Heights Addition as shown on Plat recorded in Book 1575 on page 12 in the records of the Macon County Recorder's Office; thence North 00 degrees 00 minutes 00 seconds East, along the east line of said Greenlake Heights Addition, 837.87 feet to the Northeast corner of Lot 37 in said Greenlake Heights Addition; thence South 89 degrees 11 minutes 07 seconds East, 396.00 feet to the Northwest corner of Lot 3 of Bridgewater Addition as shown on Plat recorded in Book 1575 on page 113 in the records of the Macon County Recorder's Office; thence South 00 degrees 09 minutes 02 seconds East, along the west line of said Bridgewater Addition, 837.29 feet to a point on the south line of the North 838 feet of the East 396 feet of the West 792 feet of the Southeast Quarter of the Southeast Quarter of said Section 30; thence North 89 degrees 16 minutes 23 seconds West, 398.19 feet to the Point of Beginning, containing 7.6346 acres.

Situated in Macon County, Illinois. Also, known as Parcel I.D. No. 09-13-30-477-025, and to be known as "THE MEADOWS AT GREENLAKE" and included therein.

IN WITNESS WHER	EOF, I have hereunto set my hand and official seal, 2008.	this

County Clerk

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)) SS COUNTY OF MACON)

This is to Certify that, GMH REAL ESTATE 1, LLC is the owner of the property herein described in the surveyor's certificate, which will be known as The Meadows at Greenlake, to the best of my knowledge, is located within the boundaries of Decatur School District 61, in Macon County, Illinois.

GMH REAL ESTATE 1, LLC

OWNERS' AFFIDAVIT

STATE OF ILLINOIS)) SS COUNTY OF MACON)

My Commission Expires 02-05-09

I, THE UNDERSIGNED, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that KEVIN HIGHLEY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary

Given under my hand and notarial seal this 1th day of 1 pt 1

OFFICIAL SEAL

Notary Public

APPROVAL

STATE OF ILLINOIS)
) S
COUNTY OF MACON)

This is to certify that the attached Final Plat of THE MEADOWS AT GREENLAKE and accompanying certificates were submitted to the City of Decatur and duly approved.

Approved By:

Chairman, Plan Commission of the City of Decatur

Attest:

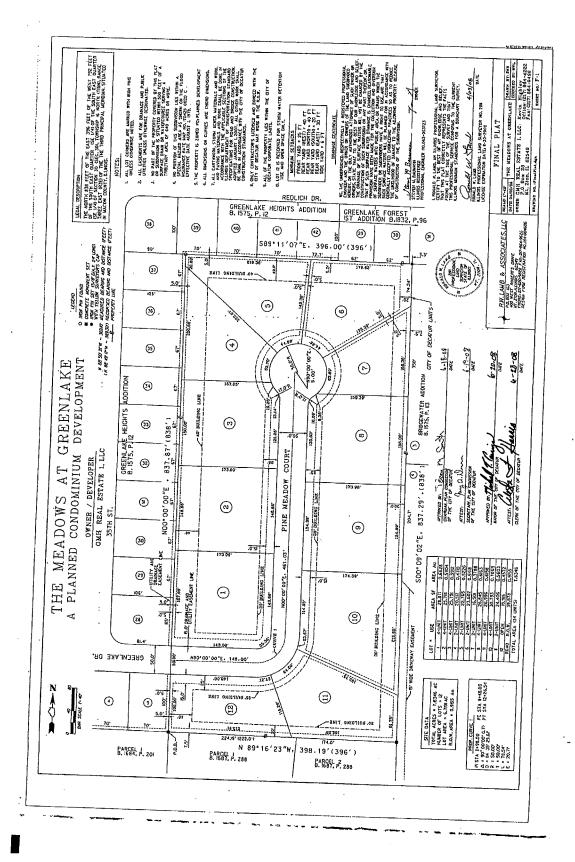
Secretary, Plan Commission of the City of Decatur

Approved By:

Mayor of the City of Decatur

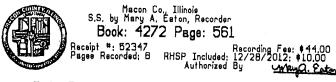
Attest:

Clerk of the City of Decatur



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Date Recorded: 12/28/2012 9:05:01 AM

RULES AND REGULATIONS FOR THE MEADOWS AT GREENLAKE CONDOMINIUM ASSOCIATION

Rules and regulations for The Meadows at Greenlake Condominium Association, in the form which is attached hereto, are hereby adopted following a meeting of the unit owners on December 12, 2012, called for the specific purpose of discussing the same, all in accordance with 765 ILCS 605/18.4.

THE MEADOWS AT GREENLAKE CONDOMINIUM ASSOCIATION,

y <u>(</u>

(Frank Friend) Board President

RULES AND REGULATIONS FOR THE MEADOWS AT GREENLAKE CONDOMINIUM ASSOCIATION

I. Basic Guidelines/Definitions

A. Developer

1. Prior to closing of sale, a signed affidavit must be provided to the Board of Directors acknowledging that the buyer has read and understands the terms and conditions of the Meadows at Greenlake, Declaration, By-Laws, and Rules and Regulations

B. Owner

- 1. Assessment fees shall be payable to the Meadows at Greenlake Association by the 5th of each month. Mail a check or money order to the Association's P.O. Box #73, Mt. Zion, IL 62549. A penalty of 4% will be assessed for payment received after 30 days of the month due. Fees not kept in a current status will be reviewed by the Board with appropriate action taken up to and including a lien placed against the property.
- 2. All homeowners will be required to carry adequate homeowner insurance at a level to replace the interior to is pre-sale condition should a loss occur. A Certificate of Insurance stating coverage in force will be provided to the Treasurer of the Association by December 15th of each year. The homeowner's insurance must also comply with the Illinois Condominium Act requiring a minimum of \$1,000,000 in liability, and carry a minimum of \$14,000 in special assessment coverage.
- 3. Owners may NOT lease, rent or sublet their unit. Prior to the sale of a unit, a signed affidavit must be provided to the Board of Directors acknowledging that the buyer has read and understands the terms and conditions of the Meadows at Greenlake Rules and Regulations, the Declaration and By-Laws.

C. Occupancy Rules

- 1. Each unit owner must be 55 years old or older. Said age restriction shall be inapplicable to spouses of unit owners, and so long as one spouse meets the age restriction of 55 years, both shall be considered eligible for joint ownership of a unit.
- 2. With respect to hardship situations entailing an extended stay of a non-resident, the Board must grant permission to an owner. Such permission shall be granted by the Board only upon written application by the owner and with the understanding that approval of the extended stay will NOT exceed 120 days.
- 3. Guests are permitted (regardless of age) for no more than two consecutive weeks.

D. Common Elements

- 1. Common Elements are defined as all of the property, except the owner's unit, within the boundaries of the Plat for the Meadows at Greenlake.
- 2. Limited Common Elements are defined as those portions of the Common Elements contiguous to or exclusively serving a unit. This would include driveways, porches, uncovered patios, and sidewalks. Upon application from a unit owner, the Board may designate other portions of the Common Elements as Limited Common Elements.

II. Exterior Modifications

A. Additions, Alterations, Improvements

- 1. No unit owner shall make any structural addition, alteration or improvement to any building that would change the appearance of any portion of the exterior of the building.
- 2. Unit owners may not install any electrical wiring, satellite dishes, cable, antennas, telephone wiring or any other item that would attach to or protrude through the walls, roof or windows.

B. Storm/Screen Doors

1. Only storm doors and screens which meet the style and color established by the developer may be installed.

C. Painting

1. Painting to the exterior of the units is not permitted. Requirements for painting should be requested through the Board of Directors.

D. Outside Attachments to Building

1. The unit owner shall not cause or permit anything to be hung or affixed on a permanent basis to the outside walls or windows of any building. Examples would be signs, awnings, canopies, shutters or brackets.

E. Patios

- 1. Barbeque grills and other cooking equipment should be confined to the patio area of the unit.
- 2. Bird baths, statuaries or other yard ornaments are limited to the rear patio area or approved rear garden areas. Bird feeders should be placed on the rear patio area or in approved rear garden areas only.
- 3. Rear patio area must be kept neat and free of debris. Areas left to neglect or kept in a manner not consistent with our community standards will be reviewed by the Board and appropriate action will be taken for correction and costs levied to the owner.

III. Landscaping

A. Developer

1. Lawns and the plantings in the front garden area are provided by the developer and will be maintained by the Association following the sale of the unit.

B. Unit Owner

1. Requests for changes to the landscaping in common areas and limited common areas must be made in writing and approved by the Board.

2. Trees and shrubs, once planted by the unit owner, become the property of the Association. The unit owner will be responsible for maintaining plantings including, but not limited to, flower beds at all times.

IV. Motor Vehicles

- A. Unit owners are expected to park their vehicles in the garage of their unit.
- B. Guest vehicles are not to be parked on the street overnight. Any RV, boat or other trailer can be parked on the street for loading or unloading but must be removed within 24 hours. These vehicles must be parked in a way as not to obstruct normal traffic flow.

V. Pets

- A. Pets must be on a leash or attended at all times in any portion of the common areas or limited common areas.
- B. Owner is limited to two pets and shall clean up after pets that relieve themselves on Association property.
- C. Complaints regarding pets causing or creating a nuisance can result in Board action.

VI. Decorations

A. Seasonal

- 1. Holiday decorations appropriate to the season can be displayed 30 days prior to the holiday and 10 days following.
- 2. Decorations should be removed promptly after the holiday.

B. Flags

- 1. American flags may be displayed on nationally recognized dates in front of the owner's unit. An American flag may be displayed in the rear patio area at all times. (Permanent brackets affixed to the building are not permitted.)
- 2. Garden flags not exceeding the 40-inch height limitation are allowed in the front garden area, the rear patio area and approved rear garden areas.
- 3. No flags or banners may be hung or attached to the units.

C. Wreaths

1. Wreaths are allowed at appropriate times but permanent attachment to doors or exterior walls is not allowed.

D. Other

- 1. Flower pots are allowed on the front porch and on either side of the garage door. All other potted plants can be placed in the rear patio or approved rear garden area.
- 2. Decorative benches are allowed on the front porch providing they do not create an obstruction for normal entry and exit.
- 3. All decorations are subject to review by the Board of Directors upon receipt of complaints from any unit owner. The Board has the right to require any owner to remove any decoration and will provide written notification to that effect.

VII. Miscellaneous

A. Signs

- 1. No signs shall be placed in the windows.
- 2. Normal-sized real estate "For Sale" signs are permitted.
- 3. Garage sale signs are permitted for the day of the sale only.

B. Garbage

1. Garbage cans must have lids and are to be kept indoors except for the evening prior to pickup and are to be brought in after pickup.

C. Owner-created Damage

1. Any owner-created damage done to the exterior of any unit will be repaired/replaced at the homeowner's expense and will be restored to the original condition within 45 days.

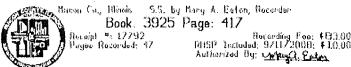
D. Request for Action Form

1. Unit owners may fill our a "Request for Action" form when they have a question/concern they would like the Board to consider. Upon completion, the form should be mailed as indicated on the form. Please allow two to four weeks for a reply. If the issue is time-sensitive, please note that on the form.

MEADOWS AT GREENLAKE ASSOCIATION REQUEST FOR ACTION

NAME:	
ADDRESS:	
DATE:	PHONE:
What is the request (nature	of problem) or suggestion?
	gulations does it refer to your situation:
Return this form to any Bo	oard member.
Action taken and status (to the request).	be completed by Board member or Officer responding to
Board Signatures:	
Date:	

1758833



Date Recorded: 9/11/2008 2:14:00 PM

DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT

The Meadows at Greenlake Condominium Community

This Declaration made and entered into this $\frac{11\%}{1}$ day of September 2008, by GMH Real Estate I, LLC, (hereinafter sometimes referred to as ("Declarant").

Recitals:

- A. Declarant is the owner in fee simple of a certain parcel of real estate in Macon County, Illinois, which is legally described on **Exhibit "A"** which is attached hereto and made a part hereof.
- B. Declarant intends to and does hereby submit the above-described Parcel together with all buildings, improvements and other permanent fixtures thereon, and all rights and privileges belonging or in any wise pertaining thereto, to the provisions of the Condominium Property Act of the State of Illinois.
- C. Declarant desires to establish for its benefit and for the mutual benefit of all future owners or occupants of the Property, or any part thereof, certain assessments and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof.
- D. Declarant desires and intends that the several owners, mortgagees, occupants and any other persons hereafter acquiring any interest in the Property shall, at all times, enjoy the benefits or, and shall hold their interests subject to the rights, easements; privileges and restrictions hereafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of such Property and

9/10/2008

are established for the purposes of enhancing and perfecting the value, desirability and attractiveness thereof.

NOW, THEREFORE, Declarant, as the record owner of the above-described Parcel and for the purposes above set forth, hereby declares as follows:

- 1. <u>Definitions</u>. As used herein, unless the context otherwise requires:
 - (a) "Act" means the "Condominium Property Act" of the State of Illinois.
 - (b) "Association" means the incorporated Association of all the Unit Owners acting pursuant to the By-Laws attached hereto as Exhibit "B", through its duly elected Board.
 - (c) "Board" means the Board of Directors of the incorporated Association.
 - (d) "Buildings" means the structures, located on the Property, containing the Units.
 - (e) "By-Laws" means the By-Laws of the Association, which are attached hereto as **Exhibit** "B".
 - (f) "Common Elements" means all of the Property, except the Units, and shall include, but shall not be limited to, the land, foundations, roof, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), public utility lines, sewer lines, floors, ceilings, and perimeter walls of Units (other than such portions thereof included within Unit boundaries as shown on the Plat), structural components of the Buildings, driveways, landscaping and all other portions of the Parcel except the individual Units. Structural components located within the boundaries of a Unit shall be part of the Common Elements, except such components as are hereinafter specified to be maintained, repaired or replaced by a Unit Owner.
 - (g) "Common Expenses" means the proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
 - (h) "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws, and Plat.
 - (i) "Declaration" means this instrument by which the Property is submitted to the provisions of the Act, and such Declaration as from time to time amended.
 - (j) "Developer" means GMH Real Estate I, LLC and its successors and

assigns. The Developer is the Developer of the Property as Developer is defined in the Act.

- (k) "Limited Common Elements" means those portions of the Common Elements contiguous to or serving exclusively a Unit or adjoining units as an inseparable appurtenance thereto, including but not limited to, doors, windows, floors, ceilings (including landscaping and enclosed walks), those portions of the Parcel not covered by the Buildings as shown on the Plat, pipes and equipment for air conditioning and heating of the Unit, driveways contiguous to each Unit, and porch/deck attached to each Unit. The Board, as herein defined, may from time to time designate other portions of the Common Elements as Limited Common Elements.
- (l) "Maintenance Fund" means all money collected or received by the Association pursuant to the provisions of the Condominium Instruments.
- (m) "Majority or Majority of Unit Owners" means the owners of more than 50 percent in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.
- (n) "Occupant" means person or persons, other than a Unit Owner, in possession of a Unit.
- (o) "Parcel" means the tract of real estate described on Exhibit "A".
- (p) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (q) "Plat" means a plat or plats of survey of the Parcel and of Units in the Property submitted to the provisions of the Act, which shall consist of the three-dimensional, horizontal, and vertical delineation of such Units and such other data as may be required by the Act.
- (r) "Property" means all land, property and space comprising the Parcel and all improvements and structures erected, constructed or contained therein or thereon, including buildings and all easements, rights and appurtenances belonging thereto, and all fixtures, equipment and furnishings intended for the mutual use, benefit or enjoyment of the Unit Owners.
- (s) "Record" means to record in the Office of the Recorder of Macon County, Illinois.
- (t) "Reserves" means those sums paid by Unit Owners that are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.
- (u) "Unit" means a part of the Property, designed or intended for independent use as a one-family dwelling or such other incidental uses permitted by this

Declaration. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat; provided, however, that no structural components of a Building and no pipes, wires, conduits, ducts, flues, shafts or public utility lines, running through a Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of said Unit.

- (v) "Unit Owner" means the person or persons whose estates or interest individually or collectively, aggregate fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.
- (w) "Additional Land" means all the land that may be added to the condominium, which shall consist of Lot One (1), Lot Two (2), Lot Three (3), Lot Four (4), Lot Five (5), Lot Six (6), Lot Seven (7), Lot Ten (10), Lot Eleven (11), Lot Twelve (12) of The Meadows at Greenlake Condominium, as per Plat recorded in Book 5000, Page 13 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.
- 2. <u>Submission of Property to the Act.</u> As the owner in fee simple of the Parcel, Declarant expressly intends to and by recording this Declaration, does hereby submit the Parcel and Buildings thereon to the provisions of the Condominium Property Act of the State of Illinois, to be hereafter known as The Meadows at Greenlake Condominium Community.
- 3. <u>Plats.</u> Plats setting forth the measurements, elevations, locations and other data, as required by the Act, including the Parcel and its exterior boundaries, and the Units are attached to this Declaration as Exhibit "C". The Meadows at Greenlake Condominium Community initially contains eight (8) Units.
- 4. <u>Unit Identification</u>. Each Unit is identified on the Plat by a distinguishing number. The legal description of each unit shall refer to such identifying number.

5. Use and Ownership of the Common Elements.

- (a) The use of the Common Elements and rights of the Unit Owners with respect thereto shall be subject to and governed by the Act, the Condominium Instruments, and the rules and regulations of the Board. The Board shall have authority to lease, license or grant concessions with respect to the Common Elements other than the Limited Common Elements. All income derived by the Association from leases, licenses, concessions, or other sources shall be held and used for the benefit of the members of the Association, pursuant to the Condominium Instruments and the rules and regulations of the Association.
- (b) Each Unit Owner shall own an undivided interest in the Common Elements, as set forth on Exhibit "D" attached hereto, as a tenant in

common with all other Unit Owners. Such percentage is based upon the Developer's initial determination of relative value of the Units. Except for (1) portions of the Common Elements that have been assigned to the Unit Owners by the Board pursuant to title provisions of the Condominium Instruments and (2) the Limited Common Elements, each Unit Owner, his agents, permitted occupants, family members, and invitees shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by the Condominium Instruments, which right shall be appurtenant to and run with his Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving only his Unit and the Limited Common Elements access to which is available only through his Unit. The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to and run with the Unit of such Unit Owner. Except as set forth in the preceding sentence, Limited Common Elements may not be transferred between or among Unit Owners.

- 6. Restrictions On Ownership. The Meadows at Greenlake is a condominium community. Ownership of a unit is restricted as to age. Each Unit Owner and/or permanent resident must be 55 years old or older. The purpose behind such an age restriction is to provide housing to older persons. The Developer, and thereafter the Association shall institute a policy to verify that each Unit Owner and/or permanent resident is 55 years of age or older. Said Age restriction shall be inapplicable to spouses of Unit Owners, and so long as one spouse meets the age restriction of 55 years, both shall be considered eligible for joint ownership of a Unit.
- 7. Administration and Operation of the Property. The governing body of the Unit Owners for the administration and operation of the Property, as provided in the Act and in this Declaration and in the By-Laws, shall be the Board of Directors (hereinafter the "Board"), composed of three (3) Unit Owners selected in a manner provided by the By-Laws. The By-Laws for the governing body shall be the By-Laws appended hereto as Exhibit "B" and made a part hereof.

The duties and powers of the Board shall be those set forth in the By-Laws and this Declaration; provided however, that (i) the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration and the By-Laws on the other hand, and (ii) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the By-Laws on the other hand.

All funds collected by the Board shall be held and expended for the purposes designated in the Declaration and By-Laws and (except for such adjustments as the Board may require to reflect delinquent, prepaid and special assessments) shall be deemed to be held for the benefit, use and account of Unit Owners in equal shares, and shall be administered in accordance with the provisions of the Declaration and By-Laws.

From the date of recording this Declaration until the first annual meeting of the

Board of Directors, the Property shall be managed by the Developer. During said period each Unit Owner (except the Developer on unsold Units) shall pay to the Developer a monthly assessment, which shall be proportionate to the value of each Unit Owner's Unit. These Condominiums shall consist of two Quadplexes with four Units per building as designated below. Initially the monthly assessment to be paid by each Unit Owner to the Developer shall be as follows:

	PERCENTAGE OF TOTAL	CURRENT MONTHLY
UNITS	MONTHLY ASSESSMENT	<u>ASSESSMENT</u>
21 (Lot 8)	11.628%	\$100.00
22 (Lot 8)	13.372%	\$115.00
23 (Lot 8)	13.372%	\$115.00
24 (Lot 8)	11.628%	\$100.00
25 (Lot 9)	11.628%	\$100.00
26 (Lot 9)	13.372%	\$115.00
27 (Lot 9)	13.372%	\$115.00
28 (Lot 9)	11,628%	\$100.00

This monthly assessment shall be kept in a separate account which shall be used for necessary maintenance, and upkeep of the Property. This shall include, but not be limited to snow removal, trash pick up, insurance, sprinkler system maintenance and repair, detention area upkeep, basic exterior maintenance of Units and basic landscaping. Developer shall be authorized to hire a maintenance man and to obtain the services of appropriate individuals or companies to perform the above mentioned work. If Developer provides necessary maintenance and upkeep services, Developer shall be entitled to reasonable compensation for said services. Developer shall be entitled to a management fee for managing the property which shall not exceed 8% of the total monthly assessments which it receives. A portion of each monthly assessment payment, determined in the sole discretion of Developer, may be deposited in a separate Reserve Account. Said Reserve Account shall be used for capital expenditures and deferred maintenance for repair and replacement of the Common Elements. Upon election of the first Board of Directors, Developer will turn over all funds in the maintenance and upkeep account and the separate Reserve Account to the Board.

At the first meeting of the Board of Directors, the Board shall determine whether to extend the management agreement with Developer on terms to be agreed upon between the Board and Developer, to retain a new management company, or arrange for other management of the Property. The Board shall have the authority to adjust monthly assessments beginning at the first meeting of the Board of Directors.

8. <u>Indemnity.</u> The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omission made in good faith as such members or officers on behalf of the Unit Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as

agents for the Unit Owners or for the Association.

- 9. Board's Determination Blinding. In the event of any dispute or disagreement between the Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on the Unit Owners.
- 10. Common Expenses. Each Unit Owner (except the Developer on unsold Units) shall pay a share of the expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Act, Declaration and By-Laws or otherwise lawfully agreed upon. A Unit Owner's percentage share of said Common Expenses shall equal his percentage of ownership of the Common Elements as set forth on Exhibit "D". Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.
- 11. Separate Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Parcel or any part thereof, except only to the extent of his Unit and his respective ownership interest in the Common Elements.
- 12. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and its corresponding percentage of ownership of the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner but are taxed on the Property as a whole, then the Association shall collect from each Unit Owner his proportionate share thereof in accordance with his respective percentage of ownership of the Common Elements, and such taxes levied on the Property as a whole shall be considered a Common Expense.

13. Insurance,

(a) The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements and the Units. Premiums for such insurance shall be Common Expenses.

Such insurance coverage shall be written in the name of The Meadows at Greenlake Condominium Community. Losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to the Board as Trustee for each of the Unit Owners.

The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed.

The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Unit or Units damaged or destroyed, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Unit or Units.

Payment by an insurance company to the Board or to such Corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy, shall constitute full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

- (b) The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, provided that such limit shall not be less than \$1 million per occurrence for personal injury and property damage, insuring each Unit Owner, members of the Board, the Declarant, the manager and managing agent of the Unit or Units, if any, and their respective employees and agents, from liability in connection with the Common Elements and the sidewalks adjoining the Property, and insuring the members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be Common Expenses.
- (c) Each Unit Owner shall be required to obtain insurance and be responsible for his own insurance on the contents of his own Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Property, in an amount equal to the full replacement cost, including fire and

extended coverage insurance on all such personal property. Each Unit Owner shall also obtain insurance for his personal liability and property damage to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided, in an amount no less than \$1 million combined single limit per occurrence for personal injury and property damage. Such insurance shall provide that same may not be cancelled without 30 days notice to the Board.

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

If a Unit Owner does not purchase or produce evidence of insurance requested by the Board, the Board may purchase the insurance coverage and charge the premium cost back to the Unit Owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

- (d) Each Unit Owner and the Board hereby waives and releases any and all claims which he or it may have against any other Unit Owner, members of the Board, the Trustee and the beneficiaries of the Trustee and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.
- (e) The Association shall obtain a fiduciary bond to protect against dishonest acts on the part of all officers, employees, or other Persons, including the managing agent and its employees, who control or disburse funds of the Association. The bond shall name the Association as an insured or obligee and shall be in an amount at least equal to the maximum amount of coverage available to protect funds in the custody or the control of the Association or the management company, including Reserves. Any management company that is responsible for the funds held or administered by the Association must be covered by a bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the insurance of the managing agent as a party covered under the insurance. In the event Freddie Mac, Fannie Mae, HUD, FHA, or VA is a mortgagee, the insurance shall be in an amount at least equal to 150 percent of the estimated annual Common Expenses, including Reserves, unless a higher amount is required by Freddie Mac, Fannie Mae, HUD, FHA, or VA,

in which case the insurance shall be in the higher amount. The insurance shall contain a waiver of defense based on the exclusion of persons who serve without compensation from the definition of "employee."

- (f) The Association shall obtain directors and officers liability coverage at a level deemed reasonable by the Board. The directors and officers coverage must extend to all contracts and other actions taken by the members of the Board and officers in their official capacities as members of the Board and officers, respectively, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the Condominium Instruments.
- (g) Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000.00 per year must provide certificates of insurance naming the Association, the Board, and its managing agent as insured parties.
- 14. Maintenance, Repairs and Replacements. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit, which shall include doors and windows, and for the air conditioner inside and outside his Unit. Maintenance, repairs or replacements of the Common Elements shall be furnished by the Board as part of the Common Expenses.

The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance, repair or clean up of any Unit or its Limited Common Elements is necessary and is the responsibility of the Unit Owner, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Unit Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance, repair or clean up to be performed at the expense of such Unit Owner.

If, due to the act or neglect of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Section 14. All expenses which, pursuant to this Section 14, are chargeable to any Unit Owner; may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

No portion of the exterior of any Unit shall be painted, sided, reroofed, reguttered or structurally modified until the plans for such work have been approved by the Board as to harmony of exterior color and design with other Units.

15. Alterations, Additions or Improvements.

Except as constructed or altered by or with the permission of the Developer at any time prior to the election of the first Board, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board. The Board shall not approve such alterations, improvements or additions requiring a expenditure in excess of \$5,000.00 without the approval of Developer or its representative and a majority of the Unit Owners. Any Unit Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Propriety as a result of such alterations,

additions or improvements.

16. <u>Decorating.</u> Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit. Each Unit Owner shall be obligated to maintain and keep his own Unit and its interior surfaces, windows, doors and Limited Common Elements in good, clean order and repair.

17. Encroachments and Easements.

- (a) In the event that by reason of the construction, reconstruction, settlement, or shifting of any Building, or the design or construction of any Unit, or any portion of any Unit or its Limited Common Elements encroaches upon any part of any other Unit or its Limited Common Elements, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so encroaching so long as all or any part of such Unit so encroaching shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit if such encroachment occurred due to the willful conduct of said owner or owners.
- (b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains; telephone wires and equipment, television cable, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements, as they exist on the date of the recording hereof.
- (c) All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.
- (d) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.
- (e) Upon approval by at least 67 percent of the Unit Owners, portions of the Common Elements may be dedicated to a public body for purposes of streets or utilities. When such a dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid prior to Recordation of the dedication. Upon approval by a Majority of the Unit Owners, an easement may be granted for the laying, maintenance, and repair of cable television cable. Upon approval by a Majority of the Unit Owners, an easement may be granted to a governmental body for construction, maintenance, and repair of a project for protection

against water damage or erosion. Any action pursuant to this **Subparagraph** 17(e) must be taken at a meeting of the Unit Owners duly called for the purpose.

- (f) The Developer, its contractors and subcontractors, and their respective agents and employees shall have an easement for ingress, egress, and access to and throughout the Property to perform, and as may be required in connection with, the construction and equipping of the improvements on the Parcel, which easement shall continue at the Developer's discretion for two years following the date of the election of the Initial Board of Managers. In connection therewith, the Developer, its contractors and subcontractors, and their respective agents and employees shall have the right to take into and through and maintain on the Property all material and equipment required in connection with the construction and equipping and to temporarily suspend operation of entrances, doors, corridors, and other Common Elements without liability to any Unit Owner or Occupant; provided, however, that at all times the Unit Owners and Occupants shall have reasonable access to their respective Units and Limited Common Elements, and the Developer shall cause as little inconvenience to the Unit Owners and Occupants as is reasonably possible under the circumstances. The Developer shall promptly repair any damage caused to the Common Elements or any Unit in connection with the exercise of its rights and easements under this Subparagraph 17(f).
- (g) Without limitation of the terms of Subparagraph 17(f), the right of the Unit Owners to use and possess the Common Elements shall be subject to a blanket easement over the Common Elements in favor of the Developer, and its representatives, agents, associates, employees, contractors, subcontractors, tenants, successors, and assigns, for the purpose of (1) access and ingress to, and egress from, the Property, or any part thereof; (2) construction, installation, repair, replacement, and restoration of utilities and any other portion of the improvements thereon, including the right to restrict and regulate access to the Common Elements for the purposes of completing construction of the Common Elements or Units; and (3) the installation and maintenance of signs advertising the Units in the Property and signs directing potential purchasers to the sales office and models erected in connection with the Units and for such purposes as described in this Declaration. The foregoing easements in favor of the Developer shall continue for such time as may be required by the Developer, in its sole discretion, to perform, construct. or equip Common Elements or Units, and to make certain modifications thereof, for up to two years following the election of the Initial Board of Managers, at which time the easements shall cease and be of no further force and effect without the necessity of any further action.
- (h) A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under this Declaration. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Property, and any

suppliers of water, utility, or cable television or similar entertainment services to the Property shall be entitled to reasonable access to, over, and through the individual Units as may be required in connection with the operation, maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities, or fixtures affecting or serving other Units or the Common Elements, or to service and take readings of any utility meters located within a Unit.

- 18. Pipes, Etc. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a Unit and serving more than one Unit or another Unit serving, or extending into, the Common Elements, or any part thereof, shall be deemed part of the Common Elements, but shall not be deemed Limited Common Elements. No Unit Owner may take any action that would interfere with the ability of the Association to repair, replace, or maintain said Common Elements as provided herein.
- 19. <u>Use Restrictions.</u> Use of the Units and Common Elements shall be restricted as follows:
 - (a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed.
 - (b) The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors and for such other purposes which are incidental to the residential use of the respective Units.
 - (c) No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. Unit owners may lease their Unit either through Developers rental program or independently. 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 Developer. The right is reserved by the Developer or their agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units and on any part of the Common Elements, and the right is hereby given to any mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such mortgagee. Until all the Units are sold and conveyed, the Developer shall be entitled to access, ingress, and egress to the Property as he shall deem necessary in connection with the sale of, or work in a Unit. The Developer shall have the right to use any unsold Unit or Units as a model or for sales or display purposes and to relocate the same from time to time and to maintain on the Property, until the sale of the last Unit, all models, sales offices, and advertising signs or banners, if any, and lighting in connection therewith.

- (d) There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Developer, except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit and the Limited Common Elements appurtenant thereto in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.
- (e) Nothing shall be done or kept in any Unit or in the Limited Common elements that will increase the rate of insurance on the Property, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Limited Common Elements that will result in the cancellation of any insurance maintained by the Association, or that would be in violation of any law. No waste shall be committed in the Limited Common Elements.

- (f) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a Unit. No sign, awning, canopy, shutter, satellite dishes, or radio or television antenna (except as installed as of the date the Association) shall be affixed to or placed on the exterior walls or roof or any part thereof or on the Common Elements without the prior written consent of the Association. No air conditioning unit of whatever type, other than those installed as of the date this Declaration is recorded or those thereafter installed by the Developer or the Association, may be installed without the prior written permission of the Association.
- (g) No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except household pets, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Association. No pets shall be kept outside any Unit and pet owners shall clean up after their pets if the pets are taken outside any Unit. All pets shall be on a leash when taken outside any Unit. No animals shall be kept in any Unit or the Property, which poses a risk of harm or injury to any person.
- (h) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, that may be or become an annoyance or nuisance to the other Unit Owners or occupants.
- (i) Except as constructed or altered by or with the permission of the Developer or the Association, nothing shall be done in any Unit or in, on, or to the Common Elements that would impair the structural integrity, safety, or soundness of any Unit or that would structurally change a Unit.
- (j) No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.
- (k) No benches, chairs, or other personal property shall be left on nor shall any playing, lounging, or parking of bicycles or vehicles be permitted on any part of the Common Elements without prior consent of and subject to any regulations of the Association, pursuant to rules and regulations of the Association.
- (1) Nothing shall be altered or constructed in or removed from the Common Elements except as constructed or altered by or with the permission of the Developer at any time before the first annual meeting of the Unit Owners without the written consent of the Association.
- (m) Each Unit Owner and the Association hereby waive and release any and all claims he or it may have against any other Unit Owner, the

Association, members of the Board, the Developer, and their respective employees and agents, for damage to the Common Elements, the Units, or any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission to the extent that such damage is covered by fire or other form of hazard insurance.

- (n) If the act or omission of a Unit Owner, or of a member of his family, a household pet, guest, occupant, or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs, or replacements shall be required that would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements, as my be determined by the Association.
- (o) This paragraph shall not be construed to prevent or prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients, or customers in his Unit.

20. Association.

- (a) The Developer, before the first annual meeting of Unit Owners, or the Association thereafter, may cause the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the Property and to act as the Association.
- (b) Whether or not the Association is incorporated,
 - (1) Each Unit Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Unit Owner shall automatically become a member therein;
 - (2) The provisions of Exhibit "B" of this Declaration shall be adopted as the By-Laws of such Association;
 - (3) The name of such Association shall be The Meadows at Greenlake Condominium Community Homeowners Association, or a similar name.
- 21. Parking. Unit Owners are expected to park their vehicles in the garage to their Unit. In no circumstance shall any vehicle block any sidewalk, nor shall any recreational vehicle be allowed in said driveway or to park in the street for more than a twenty-four (24) hour period. Only one vehicle may park in a driveway to a Unit during a twenty-four (24) hour period. Unit Owners, guests and invitees may temporarily park vehicles in the driveway contiguous to Unit Owner's Unit for a period not to exceed twenty-four (24) hours. However, no permanent vehicle, trailer, boat or similar storage shall be allowed in the driveway contiguous to Unit Owner's Unit or the street. Parking

is not provided by The Meadows at Greenlake Condominium Community.

- 22. Guests. Unit Owners are permitted to have Guests (regardless of age) for no more than two consecutive weeks at a time.
- 23. Renting/Subleasing Prohibited. Unit Owners shall not lease, rent or sublet their Units.
- 24. Remedies. In the event of any default by any Unit Owner, after notice and opportunity for a hearing is given to said Unit Owner, under the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board, the Board or its agents shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws or said rules and regulations or which may be available at law or in equity and may prosecute any action or other proceedings against any defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of eight percent (8%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of his respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Parcel. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

25. Amendment. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by a majority of all Unit Owners.

Notwithstanding the provisions of the foregoing paragraph, if the Act, or this Declaration, or the By-Laws, requires the consent or agreement of all Unit Owners or of all lienholders for any action specified in the Act or in this Declaration, then any

instrument changing, modifying or rescinding any provisions of this Declaration with respect to such action shall be signed by all the Unit Owners or all lienholders or both as required by the Act or this Declaration.

The change, modification or rescission, whether accomplished under either of the provisions of the preceding two paragraphs, shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Macon County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or reseinded so as to conflict with the provisions of the Illinois Condominium Property Act.

Notwithstanding the foregoing, until the election of the Initial Board of Managers, the Developer, or its successors or assigns, shall have the right to change or modify the Condominium Instruments, which change or modification shall be effective on the recording thereof, provided further that this right shall be exercised only (a) to bring the Declaration into compliance with the Act, (b) to correct elerical or typographical errors in the Declaration, or (c) to conform the Condominium Instruments to the requirements of Freddie Mac or the Fannie Mae with respect to condominium projects. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make any change or modification as authorized hereunder on behalf of each Unit Owner as attorney-in-fact for the Unit Owner. 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 acknowledgment of, and a consent to the reservation of, the power to the Developer as aforesaid.

26. Annexing Additional Property.

- a. Notwithstanding any paragraph of this Declaration, the Developer reserves the right from time to time, within seven years of the date of the Recording of this Declaration, to annex and add to the Parcel and Property, and thereby add to the condominium created by this Declaration, all or any portion of the Additional Land by Recording an amended Plat in accordance with \$5 of the Act and an Amended Declaration in accordance with \$6 of the Act. No rights of any character whatever within the Additional Land attach to any Unit Owner except as to that portion of the Additional Land described in any recorded Amended Declaration annexing and adding that portion to this Declaration as part of the condominium created by this Declaration.
- b. Each Amended Declaration shall include an amended Exhibit A legal description of property already subjected to the provisions of the Act as added by this annexation), which shall amend Exhibit A hereto by setting forth the amended legal description of the Parcel to include the portion of the Additional Land annexed hereto, as well as a separate legal description of the portion. The Amended Declaration shall also contain an amended Plat, showing the boundaries of the portion and of the entire Parcel as amended and delineating the additional Units of the portion, all in accordance with §5 of the Act.

Each Amended Declaration shall also include an amended Exhibit C, which shall amend Exhibit C hereto by setting forth the legal description of the Units added by the Amended Declaration, as well as all previous Units.

Each Amended Declaration shall also include an amended **Exhibit D**, which shall amend **Exhibit D** hereto by setting forth the amended percentages of the undivided interests in the Common Elements (as amended and added to by the Amended Declaration) allocated to each Unit (including all previous Units and the additional Units added by the Amended Declaration).

c. The percentages of undivided ownership interest in the Common Elements as amended by each Amended Declaration, and as set forth in the amended Exhibit D, shall be determined and adjusted in the following manner:

The Common Elements as amended by the Amended Declaration shall be deemed to consist of

- the Common Elements as existing immediately before the Recording of the Amended Declaration (Existing Common Elements); and
- (2) the Common Elements added by the Amended Declaration (Added Common Elements).

The Units as amended by the Amended Declaration shall be deemed to consist of

- (1) the Units as existing immediately before the Recording of the Amended Declaration (Existing Units); and
- (2) the Units added by the Amended Declaration (Added Units).

The value of each of the Added Units shall be added to the aggregate value of the Existing Units, and the total thereof shall be deemed to be the new value of the Property as a whole. "Value" as used in this paragraph shall be determined by the Developer as of the date of the Recording of the Amended Declaration. The determination by the Developer shall be conclusive and binding on all Unit Owners, mortgagees, and other parties who then or in the future have any interest in the Property.

The percentages of undivided ownership interest, as amended and adjusted by the Amended Declaration, in the entire Common Elements, consisting of the Existing Common Elements plus the Added Common Elements, to be allocated among all the Units, consisting of the Existing Units plus the Added Units, shall be computed by taking as a basis the value of each Unit in relation to the value of the Property as a whole, determined as aforesaid.

The Existing Units shall be entitled to their respective percentages of ownership, as amended and adjusted and set forth in amended Exhibit D attached to the Amended Declaration, in the Added Common Elements as well as in the Existing Common Elements.

The Added Units shall be entitled to their respective percentages of ownership, as set forth in amended Exhibit D, not only in the Added Common Elements but also in the Existing Common Elements.

Each and all of the provisions of this Declaration and the Exhibits attached hereto, as amended by each successive Amended Declaration and the amended Exhibits attached thereto, shall be deemed to apply to each and all of the Units, including all Added Units as well as all Existing Units, and to all of the Common Elements, including all Added Common Elements as well as all Existing Common Elements.

The Recording of an Amended Declaration shall not alter or affect the amounts of any liens for Common Expenses due from any Existing Unit Owners before the Recording, nor the respective amounts theretofore assessed to or due from Existing Unit Owners for Common Expenses or other assessments.

- d. The lien of any mortgage encumbering any Existing Unit, together with its appurtenant percentage of undivided ownership interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended when an Amended Declaration is Recorded, in accordance with the respective percentage of undivided ownership interest in the Common Elements for the Existing Unit as set forth in the amended Exhibit D attached to the Amended Declaration, and the lien of the mortgage shall automatically attach in that percentage to the Added Common Elements.
- e. Each and all of the Unit Owners of all Existing Units and of all Added Units hereafter and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors, and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of the Units, shall be deemed to have expressly agreed, assented, and consented to each and all of the provisions of this Declaration with respect to the Recording of any and all Amended Declarations as aforesaid that may amend, adjust, and reallocate from time to time their respective percentages of undivided ownership interest in the Common Elements, including the Existing Common Elements and Added Common Elements, as hereinabove provided; and hereby further agree to each and all of the provisions of each and all of the Amended Declarations that may hereafter be recorded in accordance with the foregoing provisions of this Declaration.
- f. Each and all of the Unit Owners of all Existing Units, and of all Added Units hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors, and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Units, further acknowledge, consent, and agree, as to each Amended Declaration that is Recorded, that
 - (1) The portion of the Additional Land described in each Amended Declaration shall be governed in all respects by the provisions of this Declaration;
 - (2) The percentage of ownership in the Common Elements appurtenant to each Unit shall automatically be shifted and reallocated to the extent set forth in each Recorded Amended Declaration and, on the Recording of each Amended Declaration, the amount by which the percentage appurtenant to a Unit is reduced, as set forth in the recorded Amended Declaration, shall thereby be and be deemed to be released and divested from the Unit Owner and reconveyed and reallocated among the other Unit Owners as set forth in each recorded Amended Declaration;

- (3) Each deed, mortgage, or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall, on the Recording of each Amended Declaration, be divested pro tanto to the reduced percentage set forth in the Amended Declaration and vested among the other Owners, mortgagees, and others owning an interest in the other Units in accordance with the terms and percentages of each recorded Amended Declaration;
- (4) A right of revocation is hereby reserved by the grantor in each deed, mortgage, or other instrument of a Unit to so amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Unit;
- (5) The percentage of ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by a Recorded Amended Declaration, and each deed, mortgage, or other instrument affecting a Unit shall be deemed to include the Added Common Elements, and the ownership of any Unit and lien of any mortgage shall automatically include and attach to the Added Common Elements as the Amended Declarations are Recorded;
- (6) Each Owner shall have a perpetual easement, appurtenant to Owner's Unit, for the use of any additional Common Elements annexed thereto by and described in any Recorded Amended Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners of specific Units as may be provided in any Amended Declaration or this Declaration and except as to any portion that may be designated as Limited Common Elements;
- (7) Each Owner by acceptance of the deed conveying the Unit agrees for himself or herself and all those claiming under him or her, including mortgagees, that this Declaration and each Amended Declaration is and shall be deemed to be in accordance with the Act, and, for purposes of this Declaration and the Act, any changes in the respective percentages of ownership in the Common Elements as set forth in each Amended Declaration shall be deemed to be made by agreement of all Unit Owners;
- (8) The Trustee and Developer reserve the right to amend this Declaration in such manner, and each Owner agrees to execute and deliver the documents necessary or desirable, to cause the provisions of this Paragraph 26 to comply with the Act as it may be amended from time to time; and
- (9) The foregoing provisions of this Declaration and deeds and mortgages of the Units and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements; none of the provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.

27. Notice. Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the The Meadows at Greenlake Condominium Community, c/o Kevin Highley, 10 Buttonridge Place, Mt. Zion, IL 62549, or to any Unit Owner (indicating thereon the number of the respective Unit and the street address, city, state and zip code if addressed to a Unit Owner). The Board may designate a different address for notices to it by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof.

Upon written request to the Board, the holder of any recorded mortgage encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose Unit is subject to such mortgage.

- 28. Severability. If any provision of the Declaration or By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.
- 29. Rights and Obligations. Each grantee of the Declarant by the acceptance of a deed of conveyance; and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and all rights, benefits, and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance or in any mortgage or other evidence of obligation, to the rights described in this paragraph or described in any other part of this Declaration or the By-Laws shall be sufficient to create and reserve such casements and rights to the respective grantees and mortgagees of such Unit Ownerships as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

30. General Provisions.

- (a) Until such time as the Board provided for in this Declaration is formed the Declarant shall exercise any of the powers, rights, duties and functions of the Board.
- (b) No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by

reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

- (c) The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium.
- (d) 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 Ownership remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness, 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 trustee personally for payment of any lien or obligation hereunder created and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers or title to such Unit Ownership.
- (e) When not inconsistent with the context, words in the plural tense include the singular tense and words in the singular tense include words in the plural tense; the use of masculine, feminine or neuter gender shall include the other genders; the use of either past, present or future tense shall include the other

IN WITNESS WHEREOF, Declarant, GMH Real Estate I, LLC, has executed this Declaration the date first written above.

Member Its:

Exhibit A - Legal Description

Exhibit B - By Laws

Exhibit C - Plat

Exhibit D - Unit Interest in Common Elements

STATE OF ILLINOIS)) SS.
COUNTY OF MACON)

I, Lisa R. Hawkins , a Notary Public in and for said County in the State aforesaid, do hereby certify that Kevin Highley, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of September, 2008. Ria R. Hawkins

OFFICIAL SEAL LISA R. HAWKINS Notary Public - State of Illinois Ay Commission Expires Jul 24, 2011

EXHIBIT "A" LEGAL DESCRIPTION

Lot Eight (8) and Lot Nine (9) of The Meadows at Greenlake, as per Plat recorded in Book 5000, Page 13 of the Records in the Recorder's Office of Macon County, Illinois, which Plat of Survey is attached as Exhibit A to a (to be recorded) Declaration of Condominium Ownership made by GMH Real Estate 1, LLC in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

EXHIBIT "B"

BY-LAWS OF

THE MEADOWS AT GREENLAKE CONDOMINIUM COMMUNITY HOMEOWNERS ASSOCIATION, AN ILLINOIS NOT-FOR PROFIT CORPORATION

ARTICLE I Purposes

The purposes of the Association are as stated in its certificate of incorporation. The Association also has such powers as are now or may hereafter be granted by the General Not For Profit Corporation Act of the State of Illinois.

ARTICLE 11 Offices

The Association shall have and continuously maintain in Macon County, Illinois a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

ARTICLE III Members

Section 1. Classes of Members, Membership, and Termination Thereof. The Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Owner of a Unit (or beneficial owner if the Unit is owned by a Land Trust) shall be a member of this Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under, or in any way connected with, this Association, during the period of such ownership and membership in this Association. Furthermore, such termination shall not impair any rights or remedies that the Board of Directors of the Association or others may have against such former Owner and member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

Section 2. Votes and Voting Rights.

a. Until the date of the first annual meeting of the members, as provided in ARTICLE IV hereof, no member of the Association shall have any voting rights, and the

right of the members to vote on any matter is hereby denied until such date.

- b. Commencing with the date of the said first annual meeting of the members, there shall be one vote for each Unit.
- c. If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owners consisted of only one person in accordance with the proxy or other designation made by the members constituting such Unit Owner.
- Section 3. Transfer of Membership. Membership in this Association is not transferable or assignable, except only as provided in ARTICLE III, Section 1, hereof.
- Section 4. Rights on Transfer. Upon demand from any member who is in the process of selling the Unit owned by such member, the Association shall furnish such information as is required by the Act upon resale of a Unit in a master association, as defined in the Act.
- Section 5. Installment Contracts. Anything herein to the contrary notwithstanding, in the event of a sale of a Unit pursuant to an installment contract, the purchaser of such Unit from a seller other than the Developer shall, during such times as he resides in the Unit, be counted toward a quorum for the purpose of election of members of the Board at any meeting of the Unit Owners called for the purpose of electing members of the Board and shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office, or be elected to serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Section 1 (e) of the Dwelling Unit Installment Contract Act approved August 11, 1967, as amended {765 ILCS 75/10.01, et. seq.}.

ARTICLE IV Meetings of Members

a. The first annual meeting of the members shall be held on such date as is fixed by the Developer upon not less than 21 days prior notice to the members, which date shall in no event be later than the earlier of (1) sixty (60) days after the conveyance by the Developer of 75% of the units or (3) three years from the date of recording of the Declaration. Thereafter, an annual meeting of the members shall be held on the first Tuesday of June in each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If that day is a legal holiday, the meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein, for any annual meeting or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be. Upon giving

the 21 days notice of the first annual meeting of members as aforesaid, the Developer shall, within three working days of any request therefore, provide to any member the names, addresses and telephone numbers (if in the records of the Association), of each member entitled to vote at the initial meeting. Each member shall have the right to receive the same information from the Association with respect to each subsequent meeting of members within three days of the request therefore. In the event the first Board is not elected by the time provided herein, the Developer shall continue in office for thirty (30) days, whereupon the Developer shall send written notice of its resignation to all members. Until the first annual meeting, the Developer shall hold and perform the same rights, titles, powers, privileges, trusts, duties, and obligations that are vested in or imposed on the Board by the Act.

b. Within sixty (60) days following the election of a majority of the Board by the members, the Developer shall deliver to the Board the documents and information required by the Act.

Section 2. Special Meeting. Special meetings of the members may be called by the president or by the Board of Directors or by not less than 25% of the members, the notice for which shall specify the matters to be considered at such special meeting.

Section 3. Place and Time of Meeting. All meetings of the members shall take place at a time and location designated by the person or persons calling a special meeting, or at such other reasonable place and time designated by the Board of Directors.

Section 4. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the president or the secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 5. Quorum. The members holding a majority of the votes that may be east at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, the meeting will be adjourned without further notice.

Section 6. Proxies. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution.

ARTICLE V Board of Directors

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors. Regardless of any conflict set forth herein, Developer shall be a member of the Board of Directors as long as Developer owns one or more Units of the Meadows at Greenlake Condominium Community.

Section 2. Number, Tenure and Qualifications. Until the date of the first annual meeting of the members as hereinabove provided, the number of directors shall be three, who shall be the directors named in the Articles of Incorporation. Commencing with the date of the first annual meeting of the members, the number of directors shall be three. Directors shall serve without compensation for the entire tenure of their terms. At the first annual meeting two directors shall be elected to two year terms and one director shall be elected to a one year term. All subsequent terms of directors shall be for a period of two years and until the annual meeting at which said directors' successor is elected and qualified. Directors shall be allowed to succeed themselves if re-elected by the members. Except for the directors named in the Articles of Incorporation, only a member of the Association may be a director of the Association.

Section 3. Election. At each annual meeting of the members, the members shall be entitled to vote on a cumulative basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election. The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if (a) no preference is expressed in favor of any candidate and (b) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.

Section 4. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after and at the same place as the annual meeting of members. The Board of Directors shall, by regulations that the Board of Directors may, from time to time, adopt, provide the time and place for the holding of additional regular meetings of the Board provided that the Board shall meet at least four times a year.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the president or any director. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them.

Section 6. Notice. Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail to each director. If mailed, such notice shall be deemed to be delivered

when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting unless specifically required by law or by these By-Laws. Written notice of any meeting of the Board of Directors at which the adoption of the proposed annual budget or any increase or establishment of an assessment is to be considered shall be mailed or delivered to all members not less than ten (10) and not more than thirty (30) days before any such meeting. Written notice of other meetings of the Board of Directors shall be delivered or given to each member at least 48 hours in advance, subject to written waiver of such notice signed by the person or persons entitled thereto received by the Board of Directors before such meetings.

Section 7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided that, if less than a majority of the directors are present at the meeting, a majority of the directors present shall adjourn the meeting without further notice.

Section 8. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except when otherwise provided by law or by these By-Laws.

Section 9. Vacancies. Any vacancy occurring in the Board by reason of death, removal, or resignation of a member of the Board shall be filled by the two-thirds vote of the remaining members of the Board. A member elected by the Board to fill a vacancy shall serve until the next meeting of the members; provided that if a petition is filed with the Board signed by members holding 25% of the votes of the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of office of his predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition, and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing of such petition. Members of the Board, including those appointed by the Developer, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If, as a result of the death, removal, or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members may be called to fill all vacancies for the unexpired terms of the members of the Board.

Section 10. Removal. From and after the date of the first annual meeting of the members, any member of the Board of Directors may be removed from office by the affirmative vote of 66 2/3% of all the members at a special meeting called for such purpose.

Section 11. Adoption of Rules and Regulations. All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members 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, which rules and regulations conform to the requirements of the Act and the Declaration and these Bylaws. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United State or §4 of Article I of the Illinois Constitution.

Section 12. Open Meetings. All meetings of the Board, whether regular or special, shall be open to the members of the Association, except for meetings

- a. 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;
- b. To consider information regarding appointment, employment, or dismissal of an employee; or
- c. To discuss violations of rules and regulations of the Association, or a member's unpaid share of Common Expenses.

Any vote on the above matters shall be taken at a meeting, or portion thereof, open to any member. Any member may record the proceedings at meetings required to be open by the Act or these Bylaws by tape, film, or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings.

Section 13. Contracts. The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a Board member's family has a 25 percent or more interest unless notice of intent to enter the contract is given to Unit Owners within 20 days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by 20 percent of the Unit Owners, for an election to approve or disapprove the contract. The petition shall be filed within 20 days after the notice, and the election shall be held within 30 days after filing the petition. For purposes of this Section 13, a Board member's immediate family means the Board member's spouse, parents, and children.

Section 14. Powers and Duties. The powers and duties of the Board shall include, but not be limited to, the operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements. However, nothing in the foregoing sentence shall be deemed to invalidate any provision in the Condominium Instruments placing limits on expenditures for capital additions or capital improvements to the Common Elements (other than for purposes of repairing, replacing, or restoring portions of the Common Elements) by the Board without the prior approval of the Unit Owners.

Section 15. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration, the rules and regulations, or the Bylaws, the determination thereof by the Board shall, absent manifest error, be final and binding on each and all of the Unit Owners.

ARTICLE VI Officers

Section 1. Officers. The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board), a Treasurer, and a Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors from among the members of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. Officers shall serve without compensation.

Section 3. Removal. Any officer elected by the Board of Directors may be removed by a majority vote of the Board of Directors.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, contracts, or other instruments the Board of Directors has authorized to be executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice President. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents, in order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions on the President. Any Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board.

Section 7. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for money due and payable to the Association from any source whatsoever and deposit all such money in the name of the Association on such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of ARTICLE VII of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or

by the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; receive all notices on behalf of the Association; together with the President, execute on behalf of the Association amendments to Condominium Instruments and other documents as required or permitted by the Declaration, these By-Laws, or the Act; be custodian of the records and, if incorporated, of the seal of the Association and, if the Association is incorporated, see that the seal of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board.

ARTICLE VII Powers and Duties of the Association and Board of Directors

Section 1. General Duties, Powers, etc., of the Board of Directors ("Board"). The Board shall exercise for the Association all powers, duties, and authority vested in the Association by the Act and the Condominium Instruments, including but not limited to the following:

- a. Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements.
 - b. Preparation, adoption, and distribution of the annual budget for the Property.
 - c. Levying of assessments.
 - d. Collection of assessments from Unit Owners.
- e. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
 - f. Obtaining adequate and appropriate kinds of insurance.
- g. Owning, conveying, encumbering, leasing, and otherwise dealing with Units and land conveyed to or purchased by it.
- h. Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.
- i. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
 - i. Having access to each Unit, from time to time, as may be necessary for the

maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

- k. Borrowing money at such rates of interest as it may determine, issuing its notes, bonds, and other obligations to evidence such borrowing, and securing any of its obligations by making a mortgage or giving a security interest in all or any of its property or income.
- 1. Paying real estate 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, that are authorized by law to be assessed and levied on the real property of the condominium (other than assessments on Units not owned by the Association).
- m. Imposing charges for late payments of a Unit Owner's proportionate share of the Common Expense, or any other expenses lawfully agreed on, and after notice and an opportunity to be heard, levying reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association.
- n. Assigning its rights to future income, including the right to receive Common Expenses assessments.
- o. Recording the dedication of a portion of the Common Elements to a public body for use, as, or in connection with, a street or utility, when authorized by the members under the provisions of Section 17e of the Declaration.
- p. Recording the granting of an easement for the laying of cable television cable when authorized by the members under the provisions of Section 17b of the Declaration.
- q. Recording the grant of an easement for construction, maintenance, or repair of a project for protection against water damage or erosion.
- r. Making reasonable accommodation of the needs of handicapped Unit Owners, as required by the Human Rights Act, in the exercise of its powers with respect to the use of the Common Elements or approval of modification in an individual Unit.

In the performance of their duties, the officers and members of the Board shall exercise, whether appointed by the Developer or elected by the members, the care required of a fiduciary of the members.

- Section 2. Specific Powers and Duties. Anything herein contained to the contrary notwithstanding, the Association shall have the following powers:
- a. To engage the services of a manager or managing agent, who may be any person, firm, or corporation, on such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three years and

must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice.

- b. To engage the services of any person (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance, and management of the Property, or in connection with any duty, responsibility, or right of the Association and to remove, at any time, any such personnel.
- c. To establish or maintain one or more bank accounts for the deposit of any funds paid to or received by the Association.
- d. To invest any funds of the Association in certificates of deposit, money market funds, or comparable investments.
- e. Upon authorization of a two-thirds vote of the members of the Board or by affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments, or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

Nothing herein shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them. The granting of concessions as provided in paragraph 5 of the Declaration shall not be considered conducting an active business for profit.

- Section 3. Authorized Expenditures. The Association shall acquire and make arrangements for, and payout of the Maintenance Fund, in addition to the manager, managing agent, or other personnel above provided for, the following:
- a. Water, waste removal, heating, electricity, telephone, or other necessary utility service for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof.
- b. Such insurance as the Association is required or permitted to obtain as provided in the Declaration.
- c. Landscaping, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (but not including the Limited Common Elements, which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain, and repair) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements. Anything in the foregoing to the contrary notwithstanding and except when the need for repair or replacement is due to the act or omission of a Unit Owner, guest, occupant, family member, or pet, the Association shall be responsible for the repair and replacement (and cleaning of the exterior surfaces) of all windows.

- d. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments that the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.
- e. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof that may in the opinion of the Association constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. When one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.
- f. Maintenance and repair of any Unit or any other portion of the Property that a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements or any other portion of the Property, and the owner of said Unit has failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair is delivered by the Association to the Unit Owner; provided that the Association shall levy a special assessment against such Unit Owner for the cost of the maintenance or repair, and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.
- g. Maintenance and repair (including payment of real estate taxes and common expenses) with respect to any Unit owned by the Association.
- h. If, due to the act or neglect of a Unit Owner or a member of its family or household pet or of a guest or other authorized Occupant or visitor of such Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required that would otherwise be a Common Expense, the assessment against such Unit Owner of a charge for such damage and such maintenance, repairs, and replacements as may be determined by the Board, to the extent not covered by insurance, and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Elements.

All expenses, charges, and costs of the maintenance, repair, or replacement of the Common Elements, and any other expenses, charges, or costs that the Association may incur or expend pursuant hereto, shall be approved by the Association and a written memorandum thereof prepared and signed by the Treasurer. There shall be no structural alterations to, capital additions to, or capital improvements on the Common Elements or property owned by the association (other than for purposes of repairing, replacing, and

restoring existing portions of the Common Elements) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without the prior approval of 67 percent of the Unit Owners. Separate or special assessments for additions or alterations to the Common Elements or to Association-owned property not included in an Annual Budget (defined in Article VII, Section 4, of the By-Laws) are subject to the approval of 67 percent of the Unit Owners.

As used herein, the term "repairing, replacing and restoring" means to repair, replace, or restore deteriorated or damaged portions of the then-existing decorating, facilities, structural or mechanical components, interior or exterior surfaces, or energy systems and equipment to their functional equivalent prior to the deterioration or damage. In the event the replacement of a Common Element may result in an improvement over the quality of such Common Elements as originally designed, the Board may provide for such improvement, provided that if the improvement over and above the functional equivalency of what existed before results in a proposed expenditure in excess of 5 percent of the annual budget, the Board, on receipt of a written petition by U nit Owners with 20 percent of the votes of the Association, within 14 days after the Board's action to approve such expenditure, shall call a special meeting of Unit Owners within 30 days after its receipt of such petition. Unless a majority of the total votes of the Unit Owners are cast at this special meeting to reject the expenditure, the Board's decision to make the expenditure is ratified.

Section 4. Annual Budget.

a. Each year on or before November 1st, the Board shall estimate the annual budget of Common Expenses (Annual Budget), including the total amount required for the cost of wages, materials, insurance, services, and supplies that will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements (as hereafter specified) and each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for capital expenditures or repairs or payment of real estate taxes. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days before the adoption thereof. The Association shall give Unit Owners notice as provided in ARTICLE IV, Section 4, of the By-Laws of the meeting of the Board at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted.

b. If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any nonrecurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment, which shall be separately assessed to the Units Owners according to each Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Board may determine. The Board shall serve notice of such further assessment on all Unit Owners (as provided in ARTICLE IV, Section 4, of the By-Laws) by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective and shall be payable to such time or times as determined by the Board. All Unit Owners shall be

obligated to pay the further assessment.

- c. If an adopted Annual Budget or any special assessment requires assessment against Unit Owners in any year exceeding 115% of the assessments (both regular and special, it any) for the preceding year, the Board, upon written petition by Unit Owners representing 25% of the votes of the Association delivered to the Board within 14 days of the Board action, shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the budget or special assessment. Unless a majority of the votes of the Unit Owners are east at a meeting to reject the budget or special assessment, it is ratified. In determining whether special assessments, together with regular assessments, exceed 115% of similar assessments in the preceding year, any separate assessment for expenditures relating to emergencies or mandated by law shall not be included in the computation, and the Board may approve such assessment without the right of Unit Owner veto set forth in this paragraph. As used herein, "emergencies" mean an immediate danger to the structural integrity of the Common Elements or to the life, health, safety, or property of the Unit Owners.
- d. The Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such owner in equal monthly installments (subject to accelerations as hereinafter provided) on or before January 1st of the ensuing year, and the 1st day of each and every month of said year.
- e. The failure or delay of the Association to prepare or serve the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owners' obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment that is due more than ten (10) days after such new annual Budget shall have been mailed.
- f. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use, and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

Section 6. Annual Accounting.

a. On or before the 1st day of April of each calendar year, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with an indication of which portions of the Annual Budget were for capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus

Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added, according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after rendering of the accounting.

b. The Association shall allow any First Mortgagee to examine the books and records of the Association during reasonable business hours and to receive, on request, annual reports and other financial data prepared by the Association or at its direction.

Section 6. Reserves.

- a. The Association shall build up and maintain a reasonable Reserve for operations, contingencies, and replacement. To establish such Reserve, the Developer shall collect from each Unit Owner, on conveyance of a Unit to such Unit Owner, an amount equal to one sixth of the Annual Budget as initially established by the Developer for the first year. Extraordinary expenditures not originally included in the Annual Budget that may become necessary during the year shall be charged first against such Reserve.
- b. The Annual Budget shall provide for reasonable Reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of Reserves appropriate for the Association, the Board shall take into consideration the following: (1) the repair and replacement cost and the estimated useful life of the property the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and energy systems and equipment; (2) the current and anticipated return on investment of Association funds; (3) any independent professional reserve study the Association may obtain: (4) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund Reserves; (5) the ability of the Association to obtain financing or refinancing. Anything to the contrary in the foregoing notwithstanding, the Association may elect to waive in whole or in part the Reserve requirements of this section by a vote of not less than 67% of the total votes of the Association. In the event the Association elects to waive all or part of the Reserve requirements of this section, such fact must be disclosed after the meeting at which such waiver occurs by the Association in the financial statements of the Association and, highlighted in bold print, in the response to any request of a prospective purchaser for the information prescribed under Section 22.1 of the Illinois Condominium Property Act, and no member of the Board or the managing agent of the Association shall be liable, and no cause of action may be brought for damages against these parties, for the lack or inadequacy of Reserve funds in the Annual Budget. If the Association elects to waive all or part of such Reserve requirements, the Association may by a vote of not less than 67% of the total votes of the Association elect to again be governed by the Reserve requirements of this section.

Section 7. Default in Payment.

a. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of up to 4% of the balance of the aforesaid charges and assessments for each month, or part thereof, that the balance, or any part thereof, remains unpaid. The Association may bring suit for and on behalf of itself, and as representative of all Unit Owners, to enforce collection thereof, or to foreclose the lien therefore as provided by law; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

b. Each assessment, together with interest, court costs, late charges, and reasonable attorneys' fees and costs of collections, or the amount of any unpaid fine, shall also be the personal obligation of the person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them or required by applicable law.

ARTICLE VIII Contracts, Checks, Deposits, and Funds

Section 1. Contracts. The Board of Directors 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 in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

Section 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors 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 Books and Records

Section 1. Maintaining 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.

Section 2. Availability for Examination.

- a. The manager or Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agents or attorneys:
 - Declaration, Bylaws, Plats of survey, and all amendments of these;
 - 2. Rules and regulations of the Association;
 - The Articles of Incorporation and all amendments to the Article of Incorporation;
 - 4. Minutes of all meetings of the Association and its Board for the immediately preceding seven years;
 - All current policies of insurance;
 - 6. All contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;
 - 7. A current listing of the name, address, and weighted vote of all members entitled to vote;
 - 8. Ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding 12 months, including but not limited to the election of members of the Board; and
 - 9. The books and records of account for the Association's current and 10 immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.
 - b. Any members of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions 1, 2, 3, 4, and 5 of Paragraph a of this Section, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Board or its authorized agent, stating with particularity the records written request to be examined. Failure of the Board to make available all records so requested within 30 days of receipt of the member's written request shall be deemed a denial.

Any member who prevails in an enforcement action to compel examination of records described in subdivisions 1, 2, 3, 4, and 5 of **Paragraph a** of this Section shall be entitled to recover reasonable attorneys' fees and costs from the Association.

The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section shall be charged by the Association to the requesting Unit Owner. If a Unit Owner requests copies of records requested under this Section, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting Unit Owner.

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

ARTICLE X Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

ARTICLE XI Seal

Intentionally left blank.

ARTICLE XII Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or By-Laws of the Association, or the Declaration, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed Equivalent to the giving of such notice.

ARTICLE XIII Amendments to By-Laws

Until the date of the first annual meeting of the members, these By-Laws may be altered, amended, or repealed, and new By-Laws may be adopted, by the affirmative vote of a majority of the directors in office. From and after the date of the first annual meeting of the members, these By-Laws, except ARTICLE XIV, may be altered, amended, or repealed and new By-Laws may be adopted by the affirmative vote of 70% of all of the members at a regular meeting or at any special meeting. ARTICLE XIV and this ARTICLE XIII may not be amended. Any amendments to these By-Laws shall be effective when recorded in the Office of the Recorder of Deeds of Macon County,

Illinois. The President of the Board is hereby designated to execute any amendments to the condominium instruments.

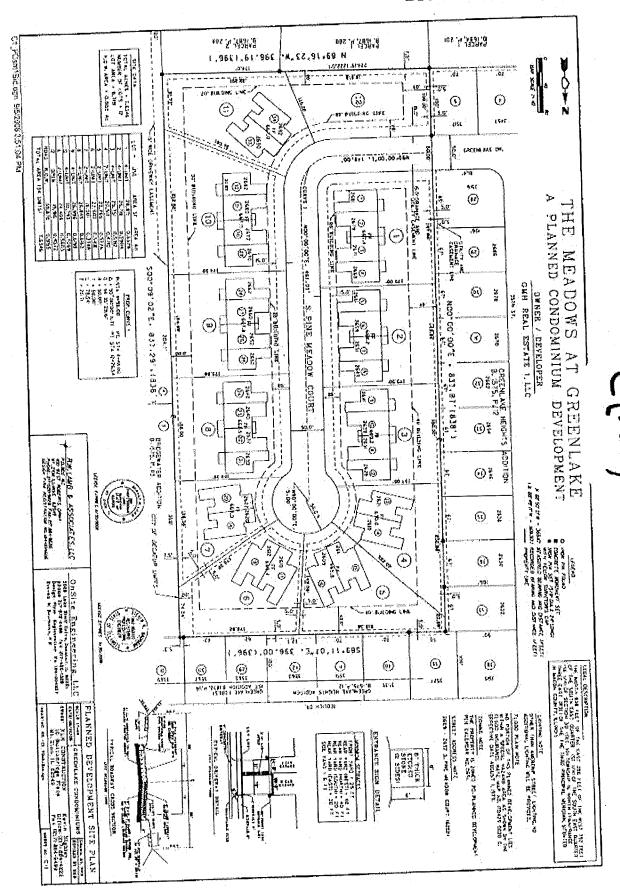
ARTICLE XIV Liability and Indemnity

The members of the Board of Directors and officers thereof shall not be liable to the members as members or owners for any acts or omissions made in good faith as such members of the Board of Directors or officers. The members shall indemnify and hold harmless each of the directors or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Owners or the Association, unless such contract shall have been made in bad faith or contrary to the provisions of these By-Laws or the Declaration.

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases in which the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall a apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

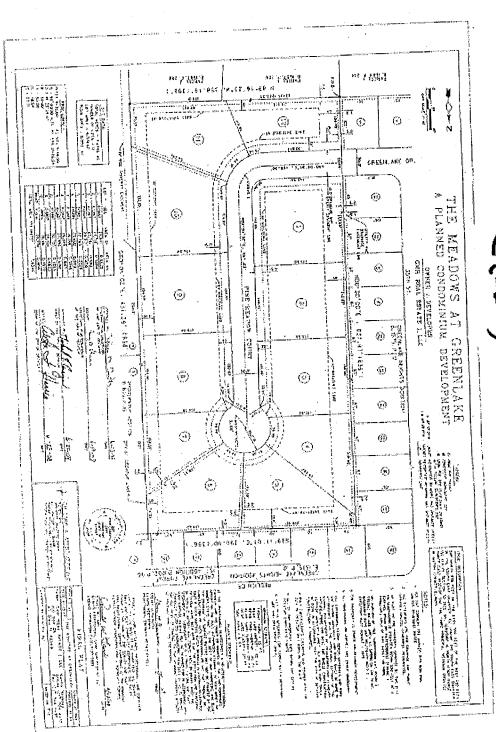
ARTICLE V Construction

- a. Nothing hereinabove contained shall in any way be construed as altering, amending, or modifying the Declaration. The Declaration and these By-Laws shall always be construed to further the harmonious, beneficial, cooperative, and proper use and conduct of the Parcel. If there is any inconsistency or conflict between these By-Laws and the aforesaid Declaration, the provisions of the Declaration shall control.
- b. All words and terms used herein that are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.
- c. The term "Declaration" wherever used herein means that certain Declaration Of Condominium Pursuant To The Condominium Property Act Westside Condominiums II.
- d. In addition to the provisions contained herein, these By-Laws shall be deemed to incorporate the required provisions of the Illinois Condominium Property Act (765ILCS 605) as from time to time amended.



EXHIBIT

Book: pede Page: 13



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EXHIBIT "D" PERCENTAGE OWNERSHIP OF COMMON ELEMENTS

	PERCENTAGE OWNERSHIP	
UNIT	OF COMMON ELEMENTS	
21 (Lot 8)	11.628%	
22 (Lot 8)	13.372%	
23 (Lot 8)	13.372%	
	11.628%	
24 (Lot 8)	11.628%	
25 (Lot 9)	13,372%	
26 (Lot 9)	13,372%	
27 (Lot 9)	11.628%	
28 (Lot 9)	a ALCONO.	

1766611



Macon Co., Illinois
Book: 3
Receipt #: 20596
Pages Recorded: 5

Tillinois S.S. by Mary A. Eaton, Recorder Book: 3954 Page: 266

Page: 200

Recording Fee: \$40.00 RHSP Included: 1/28/2009; \$10.00 Authorized By: May C. Eston

Date Recorded: 1/28/2009 1:03:39 PM

Amendment to Declaration of Condominium Pursuant to the Condominium Property Act for The Meadows at Greenlake Condominium Community dated September 11, 2008.

Pursuant to Paragraph 26 of the Declaration of Condominium for The Meadows at Greenlake Condominium Community dated September 11, 2008, this Amendment is being recorded for the purpose of recording additional Plats for Units 21, 22, 23 and 24, all of which are situated on Lot 8 of The Meadows at Greenlake Condominium Community.

The Plats of Units 21, 22, 23 and 24 of The Meadows at Greenlake Condominium Community are attached hereto as **Exhibit C** and by this reference made a part hereof. The attached **Exhibit C** supplements and becomes a part of, but does not replace, Exhibit C to the Declaration of Condominium for The Meadows at Greenlake Condominium Community dated September 11, 2008 as it existed on the date of recording. The Units depicted on the attached Plats are submitted to the provisions of the Condominium Property Act of the State of Illinois and are made subject to the provisions of the Declaration of Condominium for The Meadows at Greenlake Condominium Community dated September 11, 2008, as amended from time to time.

Paragraph 26(b) of the Declaration of Condominium for The Meadows at Greenlake Condominium requires the Developer to attach an amended Exhibit A (legal description) and an Exhibit D (Common Element Ownership Percentage). This Amendment does not make any changes to said Exhibits, therefore Developer ratifies and reincorporates the existing Exhibit A and D.

GMH Real Estate I, LLC

By: Kevin Highley

Its: Member

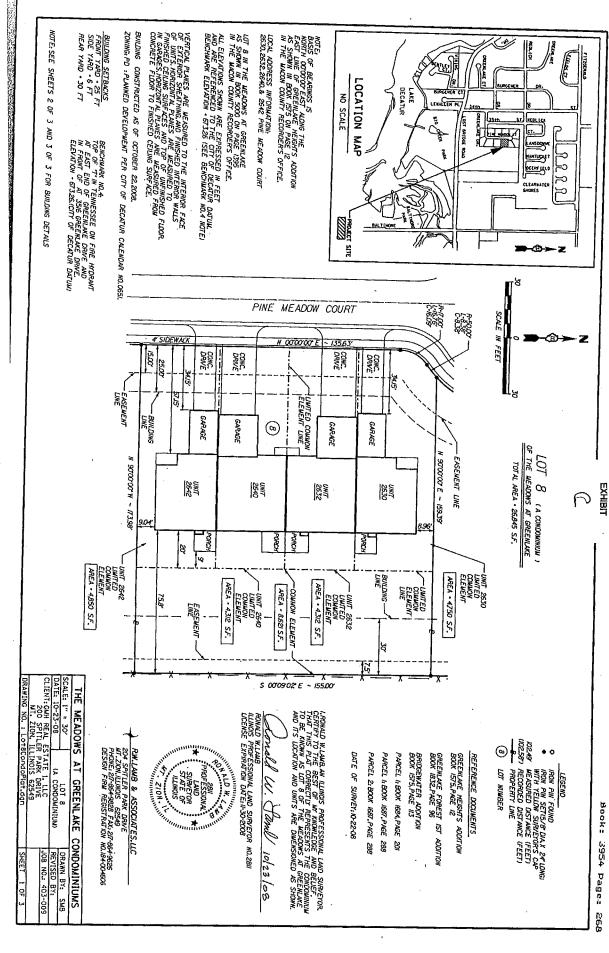
STATE OF ILLINOIS) COUNTY OF MACON)

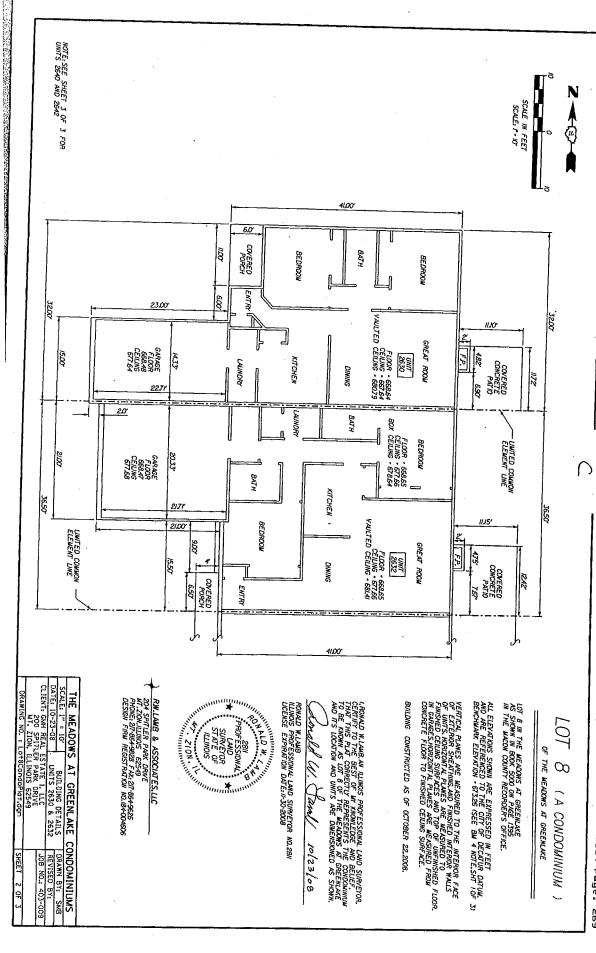
I, the undersigned, a Notary Public of the County and State aforesaid, CERTIFY that KEVIN HIGHLEY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 27 day of January, 2009.

Notary Public

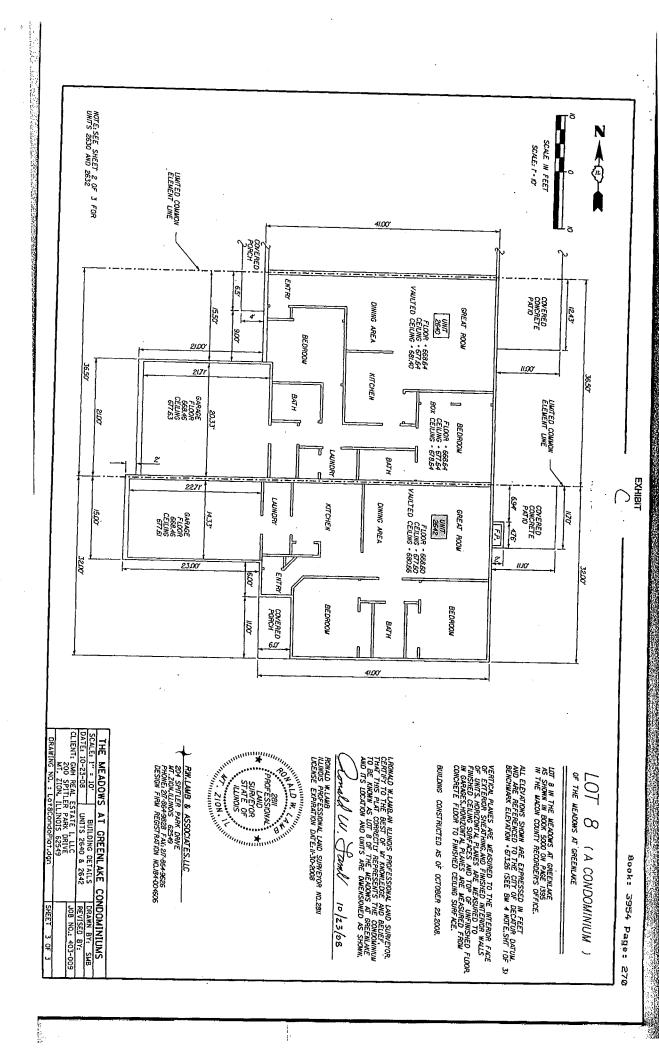
OFFICIAL SEAL KAREN TIMMONS Notary Public - State of Illinois My Commission Expires Nov 05, 2010



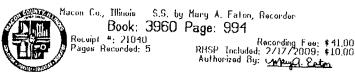


EXHIBIT

Book: 3954 Page: 269



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Date Recorded: 2/17/2009 12:42:55 PM

Second Amendment to Declaration of Condominium Pursuant to the Condominium Property Act for The Meadows at Greenlake Condominium Community dated September 11, 2008.

Pursuant to Paragraph 26 of the Declaration of Condominium for The Meadows at Greenlake Condominium Community dated September 11, 2008, this Amendment is being recorded for the purpose of recording additional Plats for Units 25, 26, 27 and 28, all of which are situated on Lot 9 of The Meadows at Greenlake Condominium Community.

The Plats of Units 25, 26, 27 and 28 of The Meadows at Greenlake Condominium Community are attached hereto as **Exhibit C** and by this reference made a part hereof. The attached **Exhibit C** supplements and becomes a part of, but does not replace, Exhibit C to the Declaration of Condominium for The Meadows at Greenlake Condominium Community dated September 11, 2008 as it existed on the date of recording. The Units depicted on the attached Plats are submitted to the provisions of the Condominium Property Act of the State of Illinois and are made subject to the provisions of the Declaration of Condominium for The Meadows at Greenlake Condominium Community dated September 11, 2008, as amended from time to time.

Paragraph 26(b) of the Declaration of Condominium for The Meadows at Greenlake Condominium requires the Developer to attach an amended Exhibit A (legal description) and an Exhibit D (Common Element Ownership Percentage). This Amendment does not make any changes to said Exhibits, therefore Developer ratifies and reincorporates the existing Exhibit A and D.

GMH Real Estate I, LLC

By: Kevin Highley
Its: Member

STATE OF ILLINOIS) COUNTY OF MACON)

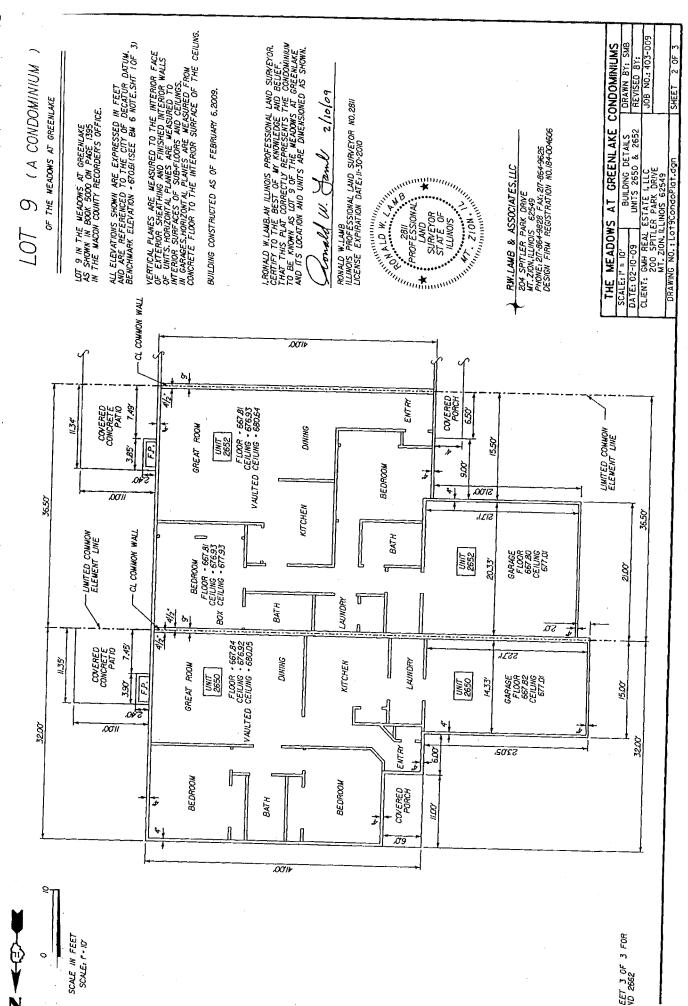
I, the undersigned, a Notary Public of the County and State aforesaid, CERTIFY that KEVIN HIGHLEY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 17th day of February, 2009.

Notary Public

OFFICIAL SEAL LISA R. HAWKINS Notary Public - State of Illinois My Commission Expires Jul 24, 2011

LAKE





LOT 9 IN THE WEADOWS AT GREENLAKE AS SHOWN IN BOOK 5000 ON PAGE 1395 IN THE WACON COUNTY RECORDERS OFFICE.

ALL ELEVATIONS SHOWN ARE EXPRESSED IN FEET AND ARE REFERENCED TO THE CITY OF DECATUR DATUM. BENCHMARK ELEVATION • GPOBICSEE BM 6 NOTE,SHT 10F 3)

VERTICAL PLANES ARE MEASURED TO THE INTERIOR FACE OF UNITS HORIZONTAL PLANES ARE MESSIRED TO INTERIOR SURFACES OF SUB-FLOORS AND CELLINGS. IN GARAGES, HORIZONTAL PLANES AND CELLINGS. IN GARAGES, HORIZONTAL PLANES ARE MEASURED FROM CONCRETE FLOOR TO THE INTERIOR SURFACE OF THE CELLING.

BUILDING CONSTRUCTED AS OF FEBRUARY 6,2009.

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HAT THIS PLAC CORRECTIVE REPRESENTS THE CONDOMINUM
TO BE KNOWN AS LOT'S OF THE MEADOWS AT SREENLAKE
AND IT'S LOCATION AND LINITS ARE DIMENSIONED AS SHOWN.

Gorald W. Fame 2/10/09

RONALD W.LAMB
ILLINGS PROFESSIONAL LAND SURVEYOR NO.2811
LICENSIS PROFESSIONAL LAND SURVEYOR NO.2811
LICENSIS PROFINATION DATE:11:30-2010

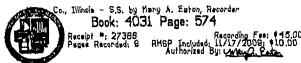


RW.LAMB & ASSOCIATES.LLC 204 SPITLER PARK DRIVE MT.ZDON.ILLINOIS 62549 PHONE: ZIT 684-9828 DESIGN FIRM REGISTRATION NO.184-004606

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Second Amendment to Declaration of Condominium Pursuant to the Condominium Property Act for The Meadows at Greenlake Condominium Community dated September 11, 2008.

Pursuant to Paragraph 26 of the Declaration of Condominium for The Meadows at Greenlake Condominium Community dated September 11, 2008 ("Declaration"), this Amendment is being recorded for the purpose of recording additional Plats for Units 19 and 20, which are situated on Lot 7; and for Units 29, 30, 31, and 32, which are situated on Lot 10 of The Meadows at Greenlake Condominium Community.

Pursuant to Paragraph 26(b) of the Declaration, the amended legal description of The Meadows at Greenlake Condominium Community is attached hereto as **Exhibit A** and by this reference made a part hereof. The attached **Exhibit A** replaces Exhibit A to the Declaration, as amended from time to time. Lot 7 and Lot 10 of The Meadows at Greenlake Condominium Community are submitted to the provisions of the Condominium Property Act of the State of Illinois and is made subject to the provisions of the Declaration, as amended from time to time

The Plats of Units 19, 20, 29, 30, 31, and 32 of The Meadows at Greenlake Condominium Community are attached hereto as **Exhibit C** and by this reference made a part hereof. The attached **Exhibit C** supplements and becomes a part of, but does not replace, Exhibit C to the Declaration, as it existed on the date of recording. The Units depicted on the attached Plats are submitted to the provisions of the Condominium Property Act of the State of Illinois and are made subject to the provisions of the Declaration, as amended from time to time.

Pursuant to Paragraph 26(b) of the Declaration, the amended Common Element Ownership Percentage of The Meadows at Greenlake Condominium Community is attached hereto as **Exhibit D** and by this reference made a part hereof. The attached Exhibit D replaces Exhibit D to the Declaration, as amended from time to time.

GMH Real Estate I, LLC

Its: Member

Page 1 of 2

STATE OF ILLINOIS) COUNTY OF MACON)

I, the undersigned, a Notary Public of the County and State aforesaid, CERTIFY that KEVIN HIGHLEY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act for the uses and purposes therein set forth.

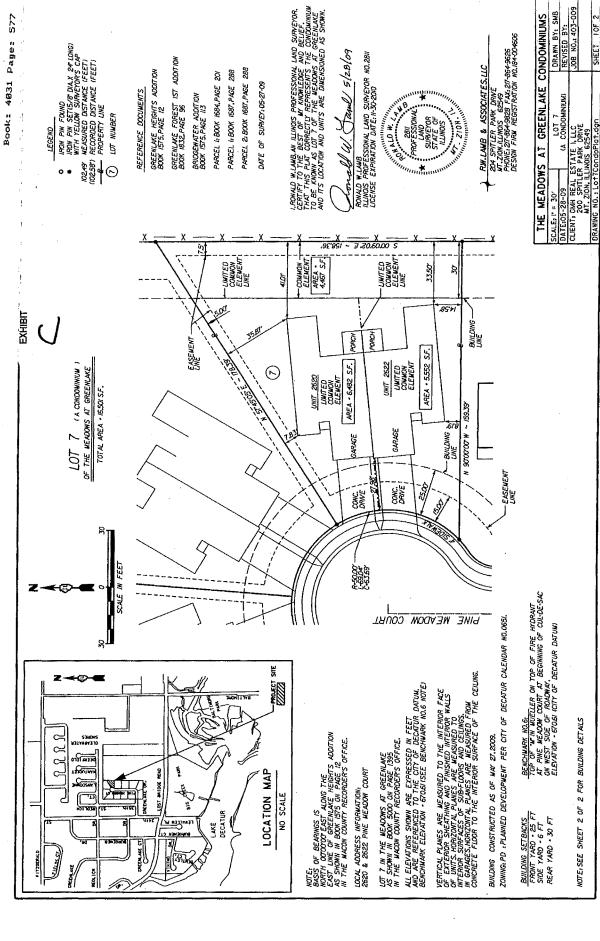
Given under my hand and seal this 16th day of November, 2009.

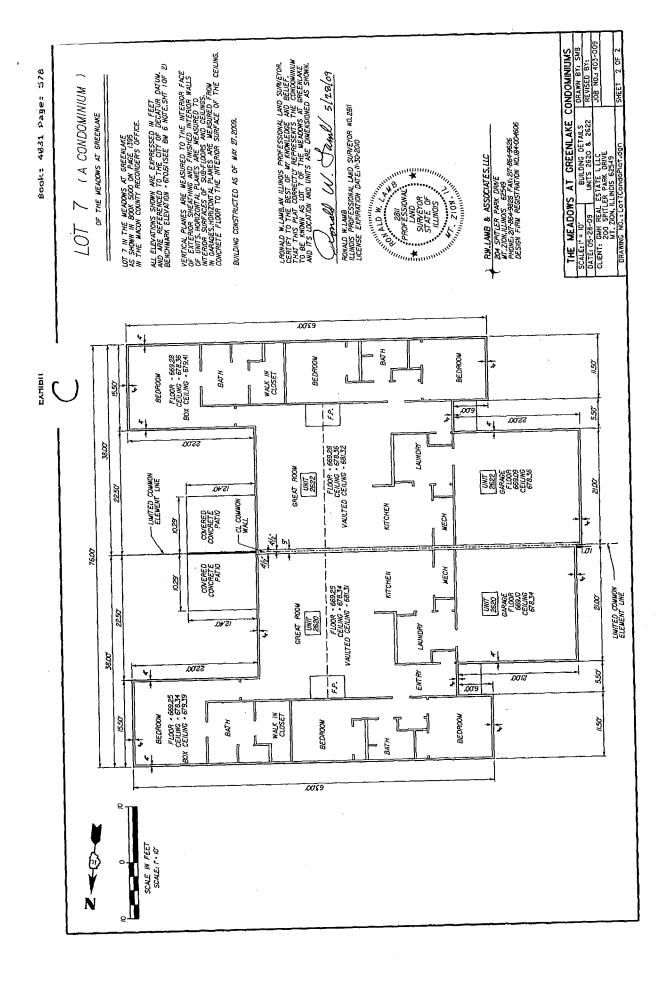
Notary Public

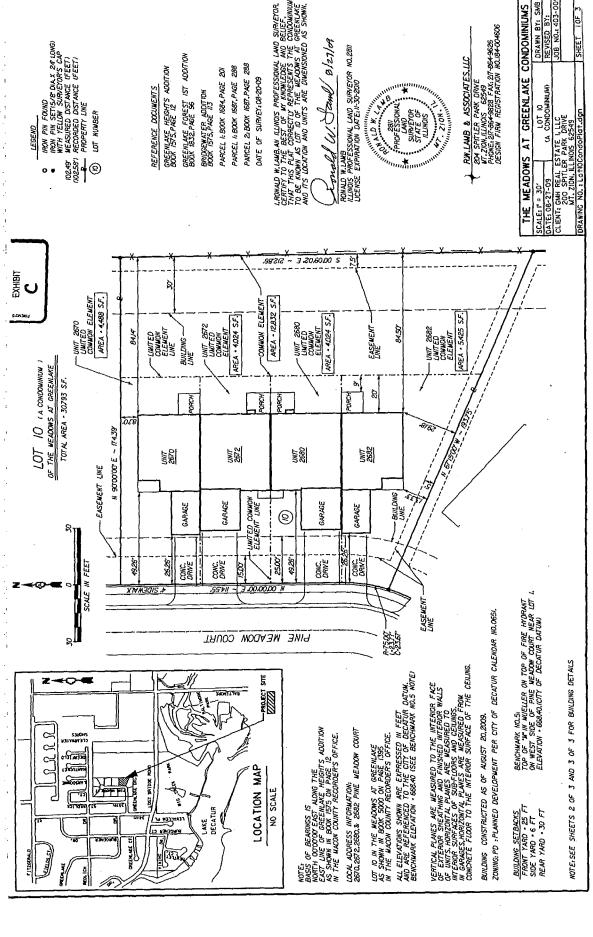
OFFICIAL SEAL LISA R. HAWKINS Notary Public - State of Illinois My Commission Expires Jul 24, 2011

EXHIBIT "A" LEGAL DESCRIPTION

Lot Seven (7), Lot Eight (8), Lot Nine (9), and Lot Ten (10) of The Meadows at Greenlake, as per Plat recorded in Book 5000, Page 13 of the Records in the Recorder's Office of Macon County, Illinois, which Plat of Survey is attached as Exhibit C to a Declaration of Condominium Ownership made by GMH Real Estate 1, LLC recorded in Book 3925, Page 417 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

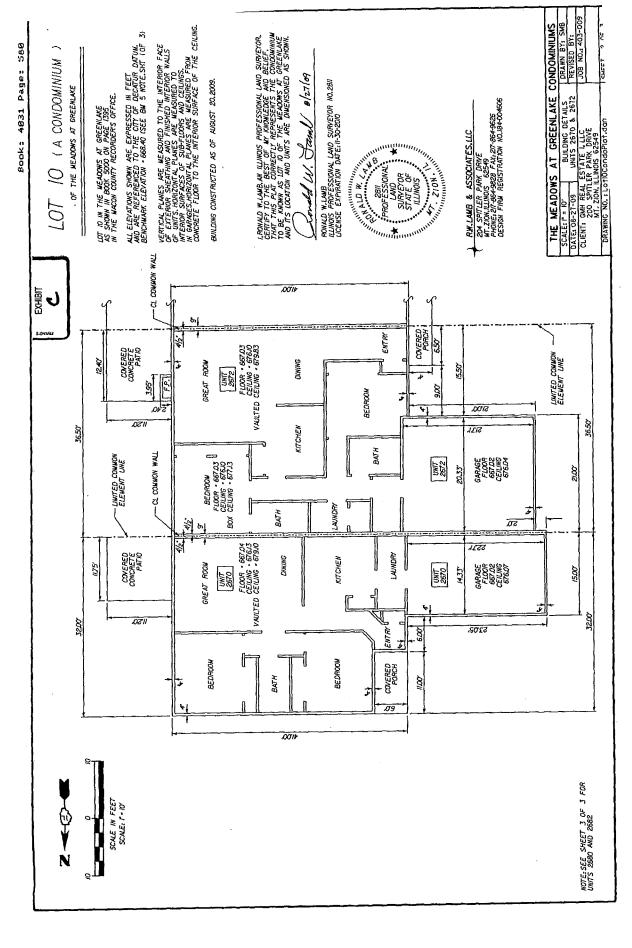






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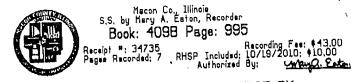
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E. .

EXHIBIT "D" PERCENTAGE OWNERSHIP OF COMMON ELEMENTS

<u>UNIT</u>	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
Unit 19 (Lot 7)	8.806%
Unit 20 (Lot 7)	8.806%
Unit 21 (Lot 8)	6.299%
Unit 22 (Lot 8)	7.432%
Unit 23 (Lot 8)	7.432%
Unit 24 (Lot 8)	6.299%
Unit 25 (Lot 9)	6.299%
Unit 26 (Lot 9)	7.432%
Unit 27 (Lot 9)	7.432%
Unit 28 (Lot 9)	6.299%
Unit 29 (Lot 10)	6,299%
Unit 30 (Lot 10)	7.432%
Unit 31 (Lot 10)	7.432%
Unit 32 (Lot 10)	6.299%

1803612



Date Recorded: 10/19/2010 1:48:27 PM

Fourth Amendment to Declaration of Condominium Pursuant to the Condominium Property Act for The Meadows at Greenlake Condominium Community dated September 11, 2008.

Pursuant to Paragraph 26 of the Declaration of Condominium for The Meadows at Greenlake Condominium Community dated September 11, 2008 ("Declaration"), this Amendment is being recorded for the purpose of recording additional Plats for Units 9, 10, 11, and 12, all of which are situated on Lot 3 of The Meadows at Greenlake Condominium Community.

Pursuant to Paragraph 26(b) of the Declaration, the amended legal description of The Meadows at Greenlake Condominium Community is attached hereto as **Exhibit A** and by this reference made a part hereof. The attached **Exhibit A** replaces Exhibit A to the Declaration, as amended from time to time. Lot 3 of The Meadows at Greenlake Condominium Community is submitted to the provisions of the Condominium Property Act of the State of Illinois and is made subject to the provisions of the Declaration, as amended from time to time

The Plats of Units 9, 10, 11 and 12 of The Meadows at Greenlake Condominium Community are attached hereto as **Exhibit** C and by this reference made a part hereof. The attached **Exhibit** C supplements and becomes a part of, but does not replace, Exhibit C to the Declaration, as it existed on the date of recording. The Units depicted on the attached Plats are submitted to the provisions of the Condominium Property Act of the State of Illinois and are made subject to the provisions of the Declaration, as amended from time to time.

Pursuant to Paragraph 26(b) of the Declaration, the amended Common Element Ownership Percentage of The Meadows at Greenlake Condominium Community is attached hereto as **Exhibit D** and by this reference made a part hereof. The attached **Exhibit D** replaces Exhibit D to the Declaration, as amended from time to time.

GMH Real Estate I, LLC

By: Kevin Highley

Its: Member

STATE OF ILLINOIS) COUNTY OF MACON)

I, the undersigned, a Notary Public of the County and State aforesaid, CERTIFY that KEVIN HIGHLEY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act for the uses and purposes therein set forth.

Given-under my hand and seal this 18th day of Coto ben , 2010

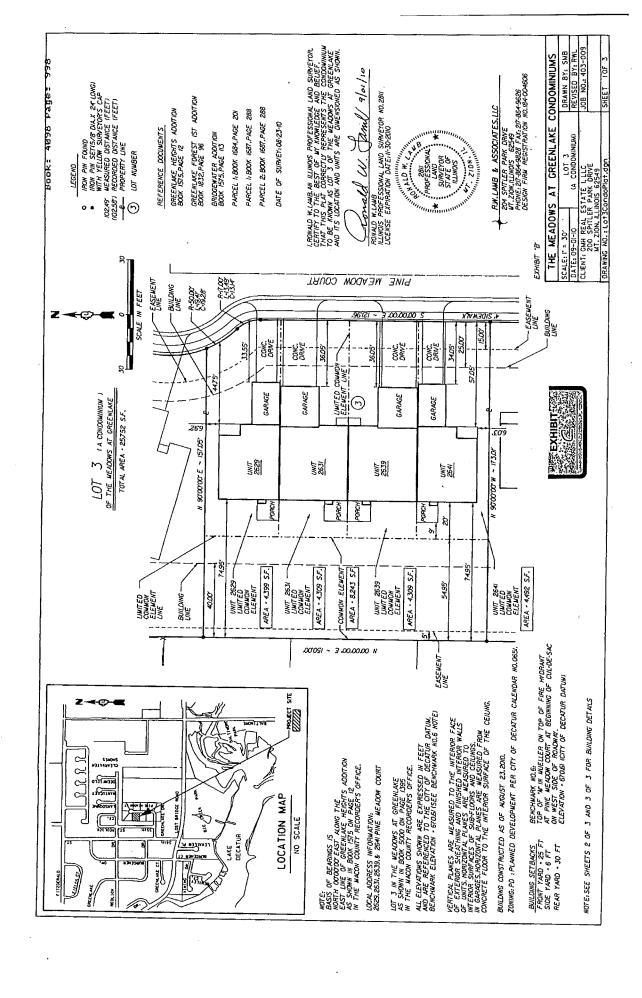
Notary Public

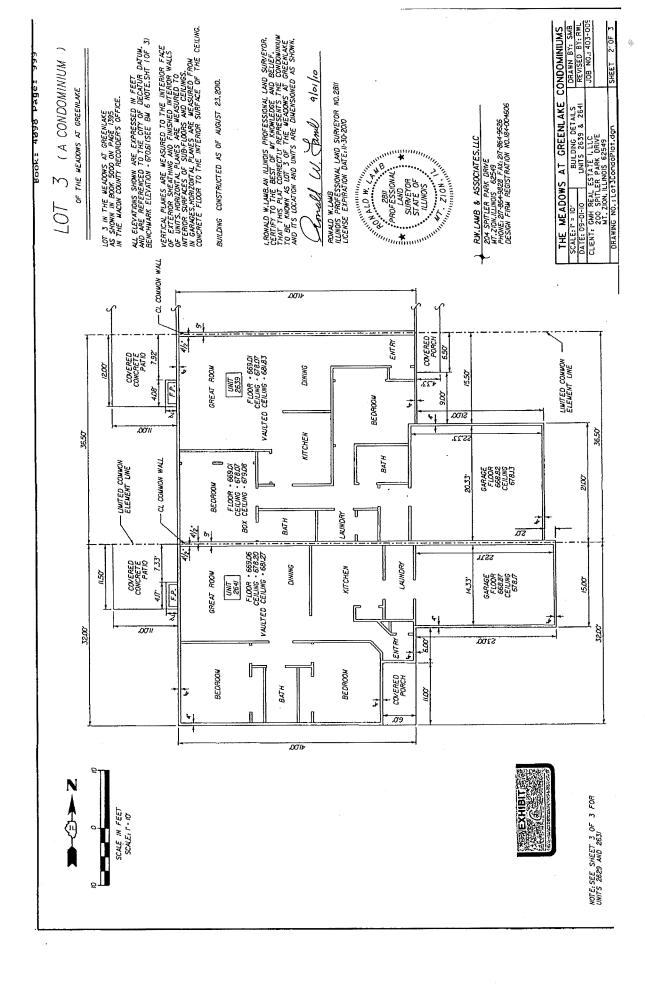
Notary Public

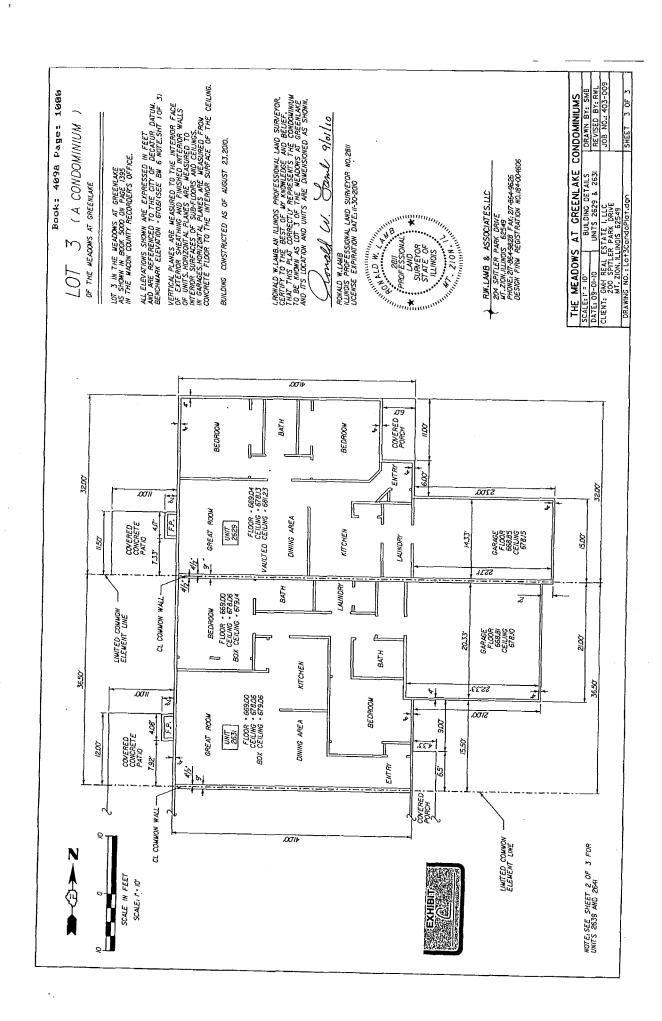
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EXHIBIT "A" LEGAL DESCRIPTION

Lot Three (3), Lot Seven (7), Lot Eight (8), Lot Nine (9) and Lot Ten (10) of The Meadows at Greenlake, as per Plat recorded in Book 5000, Page 13 of the Records in the Recorder's Office of Macon County, Illinois, which Plat of Survey is attached as Exhibit C to a Declaration of Condominium Ownership made by GMH Real Estate 1, LLC recorded in Book 3925, Page 417 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.





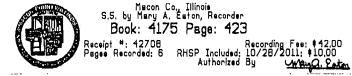


Book: 4098 Page: 1001

EXHIBIT "D" PERCENTAGE OWNERSHIP OF COMMON ELEMENTS

<u>UNIT</u>	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
Unit 9 (Lot 3)	4.942%
Unit 10 (Lot 3)	5.831%
Unit 11 (Lot 3)	5.831%
Unit 12 (Lot 3)	4.942%
Unit 19 (Lot 7)	6.909%
Unit 20 (Lot 7)	6.909%
Unit 21 (Lot 8)	4.942%
Unit 22 (Lot 8)	5.831%
Unit 23 (Lot 8)	5.831%
Unit 24 (Lot 8)	4.942%
Unit 25 (Lot 9)	4.942%
Unit 26 (Lot 9)	5.831%
Unit 27 (Lot 9)	5.831%
Unit 28 (Lot 9)	4.942%
Unit 29 (Lot 10)	4.942%
Unit 30 (Lot 10)	5.831%
Unit 31 (Lot 10)	5.831%
Unit 32 (Lot 10)	4.942%

1823394



Date Recorded: 10/28/2011 2:15:10 PM

Fifth Amendment to Declaration of Condominium Pursuant to the Condominium Property Act for The Meadows at Greenlake Condominium Community dated September 11, 2008.

Pursuant to Paragraph 26 of the Declaration of Condominium for The Meadows at Greenlake Condominium Community dated September 11, 2008 ("Declaration"), this Amendment is being recorded for the purpose of recording additional Plats for Units 17 and 18, all of which are situated on Lot Six (6) of The Meadows at Greenlake Condominium Community.

Additionally, pursuant to Paragraph 26 of the Declaration of Condominium for The Meadows at Greenlake Condominium Community dated September 11, 2008 ("Declaration"), this Amendment is being recorded for the purpose of adding Lot Twelve (12) of the Meadows at Greenlake Condominium Community. This lot primarily consists of a retention pond.

Pursuant to Paragraph 26(b) of the Declaration, the amended legal description of The Meadows at Greenlake Condominium Community is attached hereto as **Exhibit A** and by this reference made a part hereof. The attached **Exhibit A** replaces Exhibit A to the Declaration, as amended from time to time. Lots Six (6) and Twelve (12) of The Meadows at Greenlake Condominium Community are submitted to the provisions of the Condominium Property Act of the State of Illinois and are made subject to the provisions of the Declaration, as amended from time to time.

The Plats of Units 17 and 18 of The Meadows at Greenlake Condominium Community are attached hereto as Exhibit C and by this reference made a part hereof. The attached Exhibit C supplements and becomes a part of, but does not replace, Exhibit C to the Declaration, as it existed on the date of recording. The Units depicted on the attached Plats are submitted to the provisions of the Condominium Property Act of the State of Illinois and are made subject to the provisions of the Declaration, as amended from time to time.

Pursuant to Paragraph 26(b) of the Declaration, the amended Common Element Ownership Percentage of The Meadows at Greenlake Condominium Community is attached hereto as **Exhibit D** and by this reference made a part hereof. The attached **Exhibit D** replaces Exhibit D to the Declaration, as amended from time to time.

GMH Real Estate I, LLC, the Developer

By: Kevin Highley

Its: Member

STATE OF ILLINOIS)
COUNTY OF MACON)

I, the undersigned, a Notary Public of the County and State aforesaid, CERTIFY that KEVIN HIGHLEY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act for the uses and purposes therein set forth.

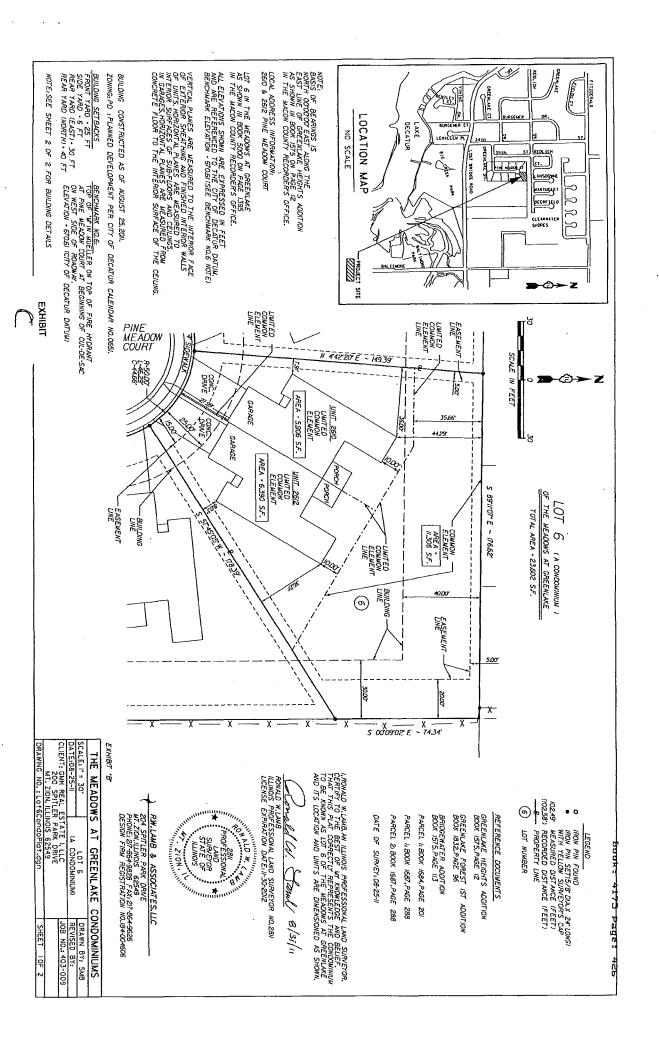
Given under my hand and seal this 27 day of October, 2011.

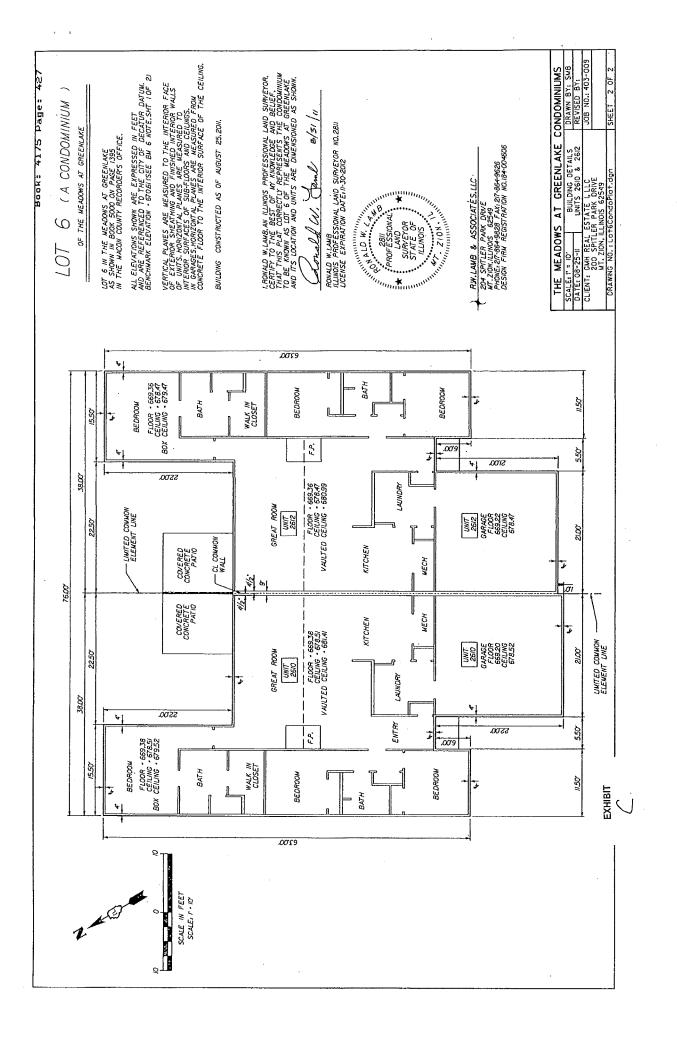
Notary Public

OFFICIAL SEAL
PENNY S. MCKIBBEN
Notary Public - State of Illinois
My Commission Expires Jun 11, 2015

EXHIBIT "A" LEGAL DESCRIPTION

Lot Three (3), Lot Six (6), Lot Seven (7), Lot Eight (8), Lot Nine (9), Lot Ten (10), and Lot Twelve (12) of The Meadows at Greenlake, as per Plat recorded in Book 5000, Page 13 of the Records in the Recorder's Office of Macon County, Illinois, which Plat of Survey is attached as Exhibit C to a Declaration of Condominium Ownership made by GMH Real Estate 1, LLC recorded in Book 3925, Page 417 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.





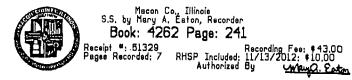
Book: 4175 Page: 428

EXHIBIT "D" PERCENTAGE OWNERSHIP OF COMMON ELEMENTS

UNIT	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
Unit 9 (Lot 3)	4.342%
Unit 10 (Lot 3)	5.123%
Unit 11 (Lot 3)	5.123%
Unit 12 (Lot 3)	4.342%
Unit 17 (Lot 6)	6.070%
Unit 18 (Lot 6)	6.070%
Unit 19 (Lot 7)	6.070%
Unit 20 (Lot 7)	6.070%
Unit 21 (Lot 8)	4.342%
Unit 22 (Lot 8)	5.123%
Unit 23 (Lot 8)	5.123%
Unit 24 (Lot 8)	4.342%
Unit 25 (Lot 9)	4.342%
Unit 26 (Lot 9)	5.123%
Unit 27 (Lot 9)	5.123%
Unit 28 (Lot 9)	4.342%
Unit 29 (Lot 10)	4.342%
Unit 30 (Lot 10)	5.123%
Unit 31 (Lot 10)	5.123%
Unit 32 (Lot 10)	4.342%



1844913



Date Recorded: 11/13/2012 11:33:06 AM

Sixth Amendment to Declaration of Condominium Pursuant to the Condominium Property Act for The Meadows at Greenlake Condominium Community dated September 11, 2008.

Pursuant to Paragraph 26 of the Declaration of Condominium for The Meadows at Greenlake Condominium Community dated September 11, 2008 (hereinafter the "Declaration"), this Sixth Amendment is being recorded for the purpose of recording additional Plats for Units 5, 6, 7, and 8, all of which are situated on Lot Two (2) of The Meadows at Greenlake, as per Plat recorded in Book 5000, Page 13 of the Records in the Recorder's Office of Macon County, Illinois.

Pursuant to Paragraph 26(b) of the Declaration, the amended legal description of The Meadows at Greenlake Condominium Community is attached hereto as **Exhibit A** and by this reference made a part hereof. The attached Exhibit A replaces Exhibit A to the Declaration, as amended from time to time. Lot Two (2) of The Meadows at Greenlake is submitted to the provisions of the Condominium Property Act of the State of Illinois and is made subject to the provisions of the Declaration, as amended from time to time.

The Plats of Units 5, 6, 7, and 8 of The Meadows at Greenlake Condominium Community are attached hereto as **Exhibit C** and by this reference made a part hereof. The attached Exhibit C supplements and becomes a part of, but does not replace, Exhibit C to the Declaration, as it existed on the date of recording. The Units depicted on the attached Plats are submitted to the provisions of the Condominium Property Act of the State of Illinois and are made subject to the provisions of the Declaration, as amended from time to time.

Pursuant to Paragraph 26(b) of the Declaration, the amended Common Element Ownership Percentage of The Meadows at Greenlake Condominium Community is attached hereto as **Exhibit D** and by this reference made a part hereof. The attached Exhibit D replaces Exhibit D to the Declaration, as amended from time to time.

Book: 4262 Page: 242

GMH Real Estate I, LLC, the Developer

By:

John Mark McCollom

Its: Member

STATE OF ILLINOIS) COUNTY OF MACON)

I, the undersigned, a Notary Public of the County and State aforesaid, CERTIFY that John Mark McCollom, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 13th day of November, 2012.

Notary Public

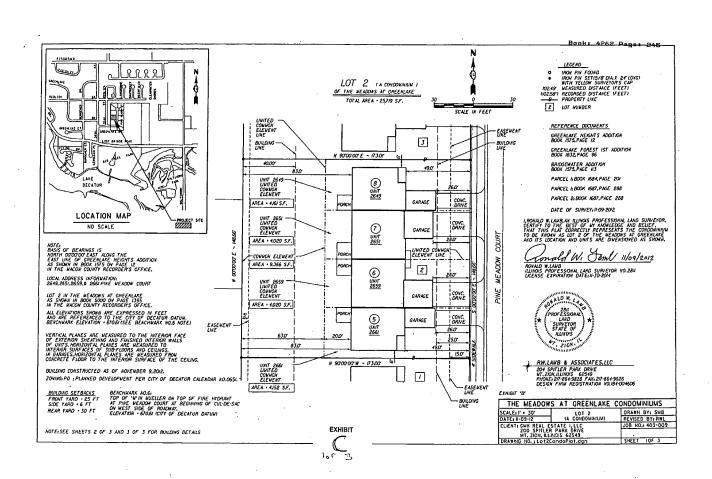
OFFICIAL SEAL PENNY S. MCKIBBEN Notary Public - State of Illinois My Commission Expires Jun 11, 2015

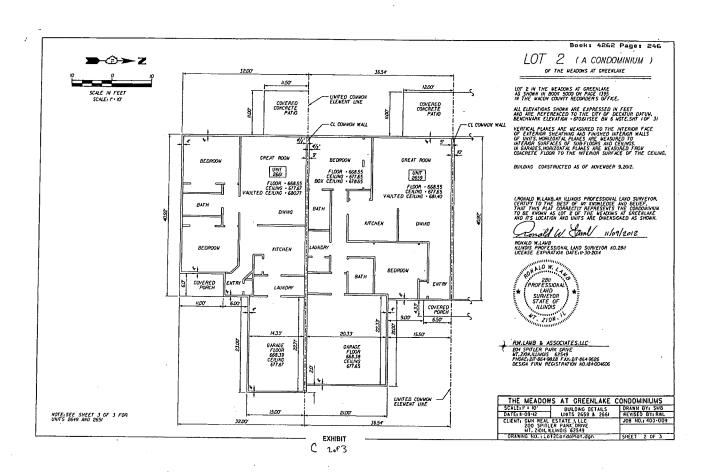
EXHIBIT "A" LEGAL DESCRIPTION

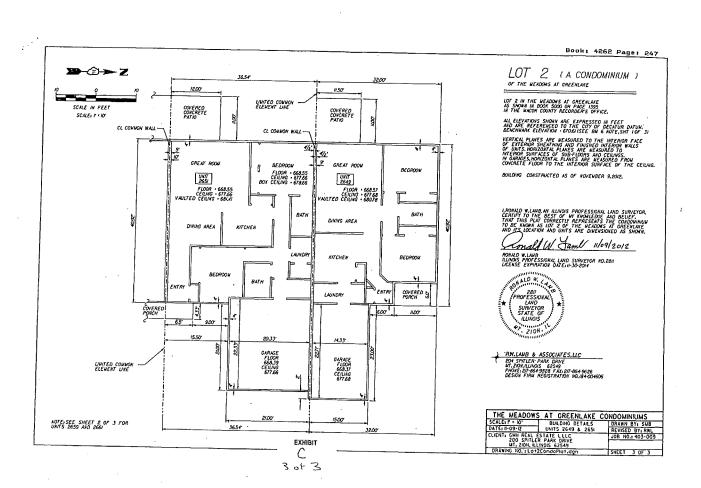
Lot Two (2), Lot Three (3), Lot Six (6), Lot Seven (7), Lot Eight (8), Lot Nine (9), Lot Ten (10), and Lot Twelve (12) of The Meadows at Greenlake, as per Plat recorded in Book 5000, Page 13 of the Records in the Recorder's Office of Macon County, Illinois, which Plat of Survey is attached as Exhibit C to a Declaration of Condominium Ownership made by GMH Real Estate 1, LLC recorded in Book 3925, Page 417 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

<u>EXHIBIT "D"</u> PERCENTAGE OWNERSHIP OF COMMON ELEMENTS

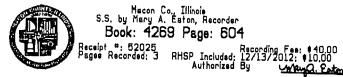
<u>UNIT</u>	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
Unit 5 (Lot 2)	3.651%
Unit 6 (Lot 2)	4.308%
Unit 7 (Lot 2)	4.308%
Unit 8 (Lot 2)	3.651%
Unit 9 (Lot 3)	3.651%
Unit 10 (Lot 3)	4.308%
Unit 11 (Lot 3)	4.308%
Unit 12 (Lot 3)	3.651%
Unit 17 (Lot 6)	5.104%
Unit 18 (Lot 6)	5.104%
Unit 19 (Lot 7)	5.104%
Unit 20 (Lot 7)	5.104%
Unit 21 (Lot 8)	3.651%
Unit 22 (Lot 8)	4.308%
Unit 23 (Lot 8)	4.308%
Unit 24 (Lot 8)	3.651%
Unit 25 (Lot 9)	3.651%
Unit 26 (Lot 9)	4.308%
Unit 27 (Lot 9)	4.308%
Unit 28 (Lot 9)	3.651%
Unit 29 (Lot 10)	3.651%
Unit 30 (Lot 10)	4.308%
Unit 31 (Lot 10)	4.308%
Unit 32 (Lot 10)	3.651%







1846714



Date Recorded: 12/13/2012 12:47:25 PM

Seventh Amendment to Declaration of Condominium Pursuant to the Condominium Property Act for The Meadows at Greenlake Condominium Community dated September 11, 2008.

Pursuant to Paragraph 26 of the Declaration of Condominium for The Meadows at Greenlake Condominium Community dated September 11, 2008 (hereinafter the "Declaration"), this Seventh Amendment is being recorded for the purpose of adding Lot Eleven (11) of the Meadows at Greenlake Condominium Community. This is currently a vacant lot.

Pursuant to Paragraph 26(b) of the Declaration, the amended legal description of The Meadows at Greenlake Condominium Community is attached hereto as **Exhibit A** and by this reference made a part hereof. The attached Exhibit A replaces Exhibit A to the Declaration, as amended from time to time. Lot Eleven (11) of The Meadows at Greenlake is submitted to the provisions of the Condominium Property Act of the State of Illinois and is made subject to the provisions of the Declaration, as amended from time to time.

As this Lot Eleven (11) consists of vacant land, Exhibit C and Exhibit D to the Declaration are not amended by this Seventh Amendment.

Dated this the 13-ry day of December, 2012.

GMH Real Estate I, LLC, the Developer

Its:

Member

STATE OF ILLINOIS) COUNTY OF MACON)

I, the undersigned, a Notary Public of the County and State aforesaid, CERTIFY that Kevin Highley, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act for the uses and purposes therein set forth.

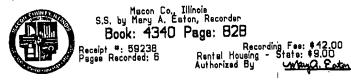
Given under my hand and seal this 13th day of Decamber, 2012.

Notary Public

OFFICIAL SEAL
HEATHER WITMER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/19/13

EXHIBIT "A" LEGAL DESCRIPTION

Lot Two (2), Lot Three (3), Lot Six (6), Lot Seven (7), Lot Eight (8), Lot Nine (9), Lot Ten (10), Lot Eleven (11) and Lot Twelve (12) of The Meadows at Greenlake, as per Plat recorded in Book 5000, Page 13 of the Records in the Recorder's Office of Macon County, Illinois, which Plat of Survey is attached as Exhibit C to a Declaration of Condominium Ownership made by GMH Real Estate 1, LLC recorded in Book 3925, Page 417 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.





Eighth Amendment to Declaration of Condominium Pursuant to the Condominium Property Act for The Meadows at Greenlake Condominium Community dated September 11, 2008.

Pursuant to Paragraph 26 of the Declaration of Condominium for The Meadows at Greenlake Condominium Community dated September 11, 2008 (hereinafter the "Declaration"), this Eighth Amendment is being recorded for the purpose of recording additional Plats for Units 33 and 34, both of which are situated on Lot Eleven (11) of the Meadows at Greenlake Condominium Community.

Pursuant to Paragraph 26(b) of the Declaration, the amended legal description of The Meadows at Greenlake Condominium Community is attached hereto as **Exhibit A** and by this reference made a part hereof. The attached Exhibit A replaces Exhibit A to the Declaration, as amended from time to time. Lot Eleven (11) of The Meadows at Greenlake is submitted to the provisions of the Condominium Property Act of the State of Illinois and is made subject to the provisions of the Declaration, as amended from time to time.

The Plats of Units 33 and 34 of The Meadows at Greenlake Condominium Community are attached hereto as **Exhibit C** and by this reference made a part hereof. The attached Exhibit C supplements and becomes a part of, but does not replace, Exhibit C to the Declaration, as it existed on the date of recording. The Units depicted on the attached Plats are submitted to the provisions of the Condominium Property Act of the State of Illinois and are made subject to the provisions of the Declaration, as amended from time to time.

Pursuant to Paragraph 26(b) of the Declaration, the amended Common Element Ownership Percentage of The Meadows at Greenlake Condominium Community is attached hereto as **Exhibit D** and by this reference made a part hereof. The attached Exhibit D replaces Exhibit D to the Declaration, as amended from time to time.

Dated this the 29th day of September, 2013.

GMH Real Estate I, LLC, the Developer

By: Kevin Highle

Its: Member

STATE OF ILLINOIS) COUNTY OF MACON)

I, the undersigned, a Notary Public of the County and State aforesaid, CERTIFY that Kevin Highley, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act for the uses and purposes therein set forth.

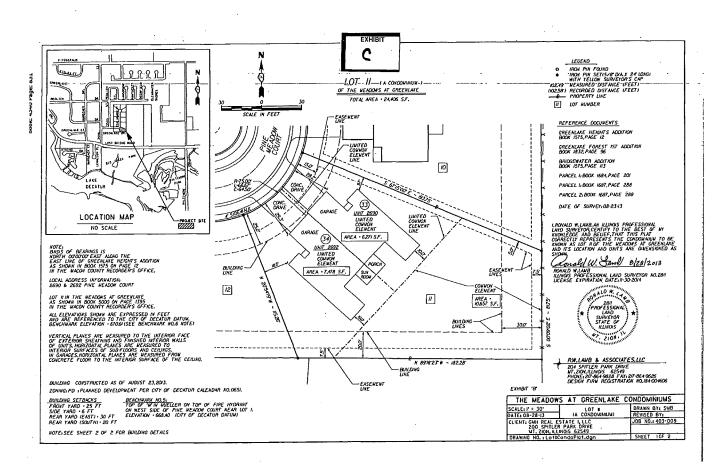
Given under my hand and seal this 291 day of October, 2013

CHRISTOPHER L. BIUDYLA OFFICIAL SEAL Notary Public - State of Illinois My Commission Expires July 16, 2018

Book: 4340 Page: 830

EXHIBIT "A" LEGAL DESCRIPTION

Lot Two (2), Lot Three (3), Lot Six (6), Lot Seven (7), Lot Eight (8), Lot Nine (9), Lot Ten (10), Lot Eleven (11) and Lot Twelve (12) of The Meadows at Greenlake, as per Plat recorded in Book 5000, Page 13 of the Records in the Recorder's Office of Macon County, Illinois, which Plat of Survey is attached as Exhibit C to a Declaration of Condominium Ownership made by GMH Real Estate 1, LLC recorded in Book 3925, Page 417 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.



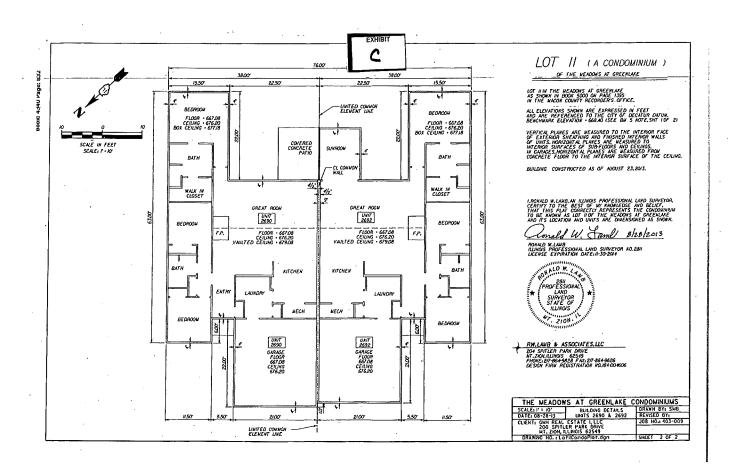
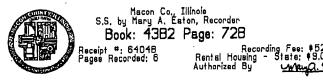


EXHIBIT "D" PERCENTAGE OWNERSHIP OF COMMON ELEMENTS

,	PERCENTAGE OWNERSHIP	
<u>UNIT</u>	OF COMMON ELEMENTS	
Unit 5 (Lot 2)	3.313%	
Unit 6 (Lot 2)	3.909%	
Unit 7 (Lot 2)	3.909%	
Unit 8 (Lot 2)	3.313%	
Unit 9 (Lot 3)	3.313%	
Unit 10 (Lot 3)	3.909%	
Unit 11 (Lot 3)	3.909%	
Unit 12 (Lot 3)	3.313%	
Unit 17 (Lot 6)	4.631%	
Unit 18 (Lot 6)	4.631%	
Unit 19 (Lot 7)	4.631%	
Unit 20 (Lot 7)	4.631%	
Unit 21 (Lot 8)	3.313%	
Unit 22 (Lot 8)	3.909%	
Unit 23 (Lot 8)	3.909%	
Unit 24 (Lot 8)	3.313%	
Unit 25 (Lot 9)	3.313%	
Unit 26 (Lot 9)	3.909%	
Unit 27 (Lot 9)	3.909%	
Unit 28 (Lot 9)	3.313%	
Unit 29 (Lot 10)	3,313%	
Unit 30 (Lot 10)	3.909%	
Unit 31 (Lot 10)	3.909%	
Unit 32 (Lot 10)	3.313%	
Unit 33 (Lot 11)	4.631%	
Unit 34 (Lot 11)	4 6319/	

1875015



Date Recorded: 7/30/2014 10:47:51 AM

Ninth Amendment to Declaration of Condominium Pursuant to the Condominium Property Act for The Meadows at Greenlake Condominium Community dated September 11, 2008.

Pursuant to Paragraph 26 of the Declaration of Condominium for The Meadows at Greenlake Condominium Community dated September 11, 2008 (hereinafter the "Declaration"), this Ninth Amendment is being recorded for the purpose of recording additional Plats for Units 15 and 16, both of which are situated on Lot Five (5) of the Meadows at Greenlake Condominium Community.

Pursuant to Paragraph 26(b) of the Declaration, the amended legal description of The Meadows at Greenlake Condominium Community is attached hereto as **Exhibit A** and by this reference made a part hereof. The attached Exhibit A replaces Exhibit A to the Declaration, as amended from time to time. Lot Five (5) of The Meadows at Greenlake is submitted to the provisions of the Condominium Property Act of the State of Illinois and is made subject to the provisions of the Declaration, as amended from time to time.

The Plats of Units 15 and 16 of The Meadows at Greenlake Condominium Community are attached hereto as **Exhibit C** and by this reference made a part hereof. The attached Exhibit C supplements and becomes a part of, but does not replace, Exhibit C to the Declaration, as it existed on the date of recording. The Units depicted on the attached Plats are submitted to the provisions of the Condominium Property Act of the State of Illinois and are made subject to the provisions of the Declaration, as amended from time to time.

Pursuant to Paragraph 26(b) of the Declaration, the amended Common Element Ownership Percentage of The Meadows at Greenlake Condominium Community is attached hereto as **Exhibit D** and by this reference made a part hereof. The attached Exhibit D replaces Exhibit D to the Declaration, as amended from time to time.

Dated this the 29th day of July, 2014.

GMH Real Estate I, LLC, the Developer

By: Kevin Highley

Its: Member

STATE OF ILLINOIS) COUNTY OF MACON)

I, the undersigned, a Notary Public of the County and State aforesaid, CERTIFY that Kevin Highley as a Member of GMH Real Estate I, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act for the uses and purposes therein set forth.

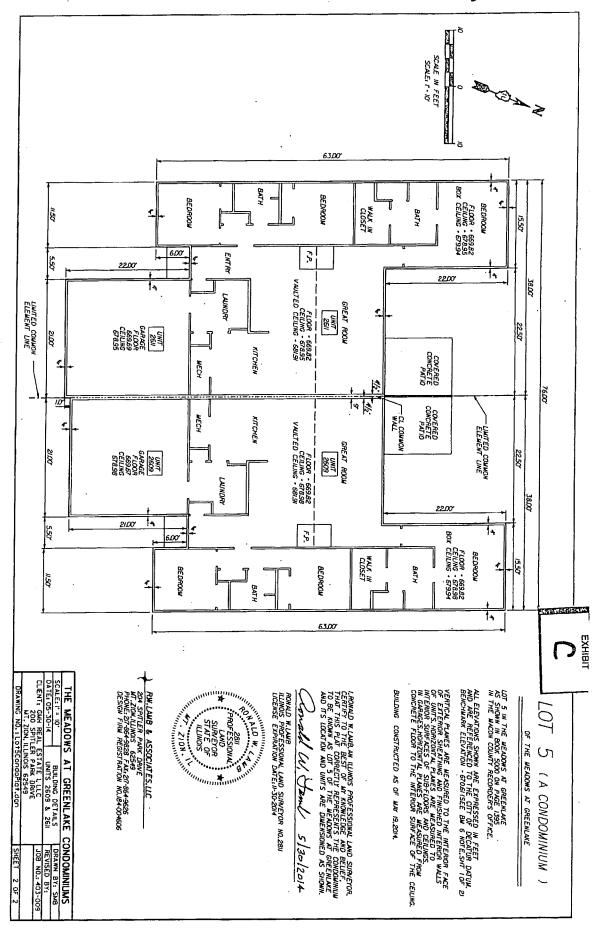
Given under my hand and seal this 19th day of Notary Public, 2014

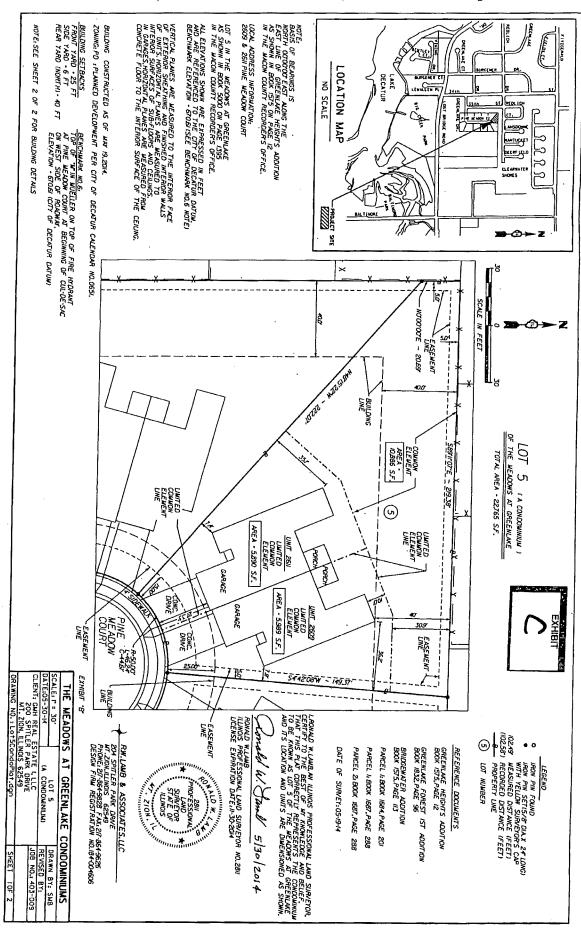


Book: 4382 Page: 730

EXHIBIT "A" LEGAL DESCRIPTION

Lot Two (2), Lot Three (3), Lot Five (5), Lot Six (6), Lot Seven (7), Lot Eight (8), Lot Nine (9), Lot Ten (10), Lot Eleven (11) and Lot Twelve (12) of The Meadows at Greenlake, as per Plat recorded in Book 5000, Page 13 of the Records in the Recorder's Office of Macon County, Illinois, which Plat of Survey is attached as Exhibit C to a Declaration of Condominium Ownership made by GMH Real Estate 1, LLC recorded in Book 3925, Page 417 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.





Book: 4382 Page: 733

EXHIBIT "D" PERCENTAGE OWNERSHIP OF COMMON ELEMENTS

<u>UNIT</u>

PERCENTAGE OWNERSHIP OF COMMON ELEMENTS

Unit 5 (Lot 2)	3.032%
Unit 6 (Lot 2) .	3.577%
Unit 7 (Lot 2)	3.577%
Unit 8 (Lot 2)	3.032%
Unit 9 (Lot 3)	3.032%
Unit 10 (Lot 3)	3.577%
Unit 11 (Lot 3)	3.577%
Unit 12 (Lot 3)	3.032%
Unit 15 (Lot 5)	4.239%
Unit 16 (Lot 5)	4.239%
Unit 17 (Lot-6)	4.239%
Unit 18 (Lot 6)	4.239%
Unit 19 (Lot 7)	4.239%
Unit 20 (Lot 7)	4.239%
Unit 21 (Lot 8)	3.032%
Unit 22 (Lot 8)	3.577%
Unit 23 (Lot 8)	3.577%
Unit 24 (Lot 8)	3.032%
Unit 25 (Lot 9)	3.032%
Unit 26 (Lot 9)	3.577%
Unit 27 (Lot 9)	3.577%
Unit 28 (Lot 9)	3.032%
Unit 29 (Lot 10)	3.032%
Unit 30 (Lot 10)	3.577%
Unit 31 (Lot 10)	3.577%
Unit 32 (Lot 10)	3.032%
Unit 33 (Lot 11)	4.239%
Unit 34 (Lot 11)	4.239%