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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND PARTY WALL RIGHTS FOR THE WINDINGS OF WILLOW RIDGE TOWNHOMES

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**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS AND PARTY WALL RIGHTS FOR
THE WINDINGS OF WILLOW RIDGE TOWNHOMES**

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND PARTY WALL RIGHTS FOR
THE WINDINGS OF WILLOW RIDGE TOWNHOMES**

THIS DECLARATION is made this 23rd day of JUNE, 2010, by the Board of Directors pursuant to its authority under Article Nine, Section 9.01 of the Declaration which provides that the Declaration may be amended by a document executed by sixty (60%) percent of all the Owners in the Association or in the alternative approved at a meeting by sixty (60%) percent of all the members of the Association. In addition, Section 18.5 of the Illinois Condominium property Act provides that the Board may correct errors and omissions upon a two-thirds (2/3rds) vote of the Board.

RECITALS:

NOW, THEREFORE, the Board and Owners declare as follows:

**ARTICLE I
DEFINITIONS**

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

1.01 BIKE PATH: The paved path, between 8 feet and 10 feet wide, in the Community Area running along the exterior boundary of the Development parallel to 91st Street and continuing parallel to the Railroad tracks and which then encircles the retention pond as the location may be changed from time to time. The Bike Path shall be maintained, improved and repaired in a manner consistent with a paved "Bike Path."

1.02 BOARD: The Board of Directors of the Residential Association, as constituted at anytime or from time to time, in accordance with the applicable provisions of Article Five.

1.03 BY-LAWS: The By-Laws of the Residential Association as set forth in and constituted by the provisions of Articles Five, Six and Seven of this Declaration (which provisions form a part of such By-Laws) together with such additional or supplemental By-Laws as the Board may adopt in the manner provided in such By-Laws and/or this Declaration.

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

1.05 COMMUNITY AREAS: All Lot Areas and all portions of the Parcel other than Dwelling Unit Exteriors and the residential units comprising a Dwelling Unit are

"Community Area(s)". The Community Area(s) shall generally include, but not be limited to:

- (i) open space (including but not limited to that area commonly known as "Outlot A" and as "Outlot B", as depicted on the Plat of Subdivision for Windings of Willow Ridge);
- (ii) Unit Driveways;
- (iii) the private roadway commonly known as "Santa Fe Lane" and "Santa Fe Court" (also known and depicted as Lot 62 on the aforementioned Plat[s] of Subdivision);
- (iv) other common drives, parking areas, walkways;
- (v) storm water detention and/or retention areas and/or facilities (including but not limited to the storm water management facilities to be situated upon Lot 63 as depicted on the aforementioned Plat of Subdivision);
- (vi) any entranceways on Winding Trail Drive, Winding Court or Santa Fe Lane and appurtenant monument or other signs and landscaping;
- (vii) Cul-de-sac islands (if any); and
- (viii) green areas (even if located within the boundaries of a Lot).

Exclusive Use Easement area(s) (as hereinbelow defined) although a part of the Community Area(s), are subject to the exclusive use and enjoyment easement(s) rights hereinbelow provided in favor of the respective benefited Owner(s) or Resident(s) of the appurtenant benefited Dwelling Unit.

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

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

1.08 DEVELOPMENT: The residential townhome project is comprised of 129 Dwelling Units.

1.09 DEVELOPMENT AREA: The real estate described in Exhibit "A" hereto with all improvements thereon and rights appurtenant thereto. The Development Area may also be referred to as "Parcel."

1.10 DWELLING UNIT: Each such subdivided lot is improved with a building, each building consisting of five (5) or six (6) residential dwelling units. Each residential dwelling unit shall share a Party Wall (as herein defined) with each of one or two other residential dwelling units. Each such residential unit which is a Vertical Dwelling Unit (as hereinbelow defined) shall additionally share easement(s) of structural support and such other easements and rights as are provided for herein appurtenant to such Vertical Dwelling Units. A Dwelling Unit shall be a residential unit including an attached garage. No Dwelling Unit shall be subdivided or partitioned.

1.11 DWELLING UNIT EXTERIOR: The roof, foundation, steps, footings, outer surface of exterior walls and garage doors of the residential unit and attached garage unit comprising the Dwelling Unit; those portions of water, sewer, electric and other operating or utility systems which serve more than one Dwelling Unit (but not including those portions of such systems which serve only such Dwelling Unit); and patios or balconies, if any, but excluding any Community Area.

1.12 EXCLUSIVE USE EASEMENT(S): A permanent and perpetual right and easement appurtenant to each respective Dwelling Unit and for the sole and exclusive use, benefit and enjoyment in favor of each respective Owner or Resident of the respective appurtenant and benefited Dwelling Unit as to and for such patio area and surface (if any), balcony (if any), and paved or improved Unit Driveway area and surface which adjoins and/or is attached to each respective Dwelling Unit (or its garage). The Board of the Residential Association's approved contractor shall be permitted in either case to install or construct any sidewalks, concrete steps, patio, deck or balcony structures which are part of any Exclusive Use Easement. The Board, as the case may be, shall have the sole authority to consider and approve the request by an Owner for installation of such a patio, deck or balcony and a reasonable non-refundable fee (in an amount from time to time determined by the Board, as the case may be) may be assessed for architectural review of any such request.

1.13 LOT: A portion of the Parcel conveyed to an Owner comprised of the Dwelling Unit and the Lot Area. The Lot shall be conveyed by means of a deed describing the same by metes-and-bounds legal description of the perimeter of such whole Lot (i.e., including the Dwelling Unit and any Lot Area). The description of any portions of a Vertical Dwelling Unit shall likewise be described by one or more metes-and-bounds legal descriptions) of each respective portion of the Vertical Dwelling Unit at the respective elevation(s) thereof.

1.14 LOT AREA: All portions of the Lot (if any) which are not improved with a residential unit, including all Unit Driveways, Exclusive Use Easement area(s) (if any), and open, landscapable areas. Lot Areas are designated as part of the Community Area to be maintained by the Residential Association in accordance with and subject to the terms and provisions of this Declaration.

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

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

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

1.18 PARCEL: The real estate described in Exhibit "A" hereto with all improvements thereon and rights appurtenant thereto. The Parcel may also be referred to as " Development Area" .

1.19 PARKING AREA: A portion of the Community Area which is improved with outdoor unassigned parking spaces for the parking of motor vehicles by Residents, their guests or invitees; provided, however, the portion of the Lot Area extending perpendicular from a Dwelling Unit's garage to the street (i.e. Driveway) shall be for the exclusive parking of an Owner, a Resident, or their invitees.

1.20 PARTY WALL: The wall(s), floor(s) and/or ceiling(s) shared by adjoining Dwelling Units located on adjacent Lots.

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

1.22 PLAT(S) OF SUBDIVISION: All recorded Plats of Subdivision (or resubdivision, as the case may be) (including any certificates or plats of correction, if any) from time to time executed by all fee title holder(s) of record of the subject property thereof, respecting any part of the Development Area, which has been subjected and submitted to the provisions of this Declaration.

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

1.24 RESIDENT: An individual who resides in a Dwelling Unit and who is either an Owner, a beneficiary of a land trust-Owner, a tenant of the Owner, a contract purchaser of the Dwelling Unit, or a relative of any such Owner, tenant or contract purchaser.

1.25 RESIDENTIAL ASSOCIATION (also sometimes known as the "ASSOCIATION" or "TOWNHOME ASSOCIATION"): The Windings of Willow Ridge Townhome Association, an Illinois not-for-profit corporation or its successors and assigns (or such other similar lawful corporate name adopted by and under which such Residential Association may be incorporated).

1.26 THE WINDINGS OF WILLOW RIDGE COMMUNITY ASSOCIATION: The Single Family Homeowners Association which shares the Parkway Bike Path, Park and additional Community Area as more fully set forth in Article XIII of this Declaration.

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

1.28 TOWNHOME EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair and

replacement of the Dwelling Unit Exteriors and Community Area; the cost of insurance, water, electricity, telephone and other necessary utility expenses for the Dwelling Unit Exteriors and Community Area; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Residential Association in connection with the maintenance of the Dwelling Unit Exteriors and Community Area; any expenses designated as Townhome Expenses by this Declaration; and any other expenses lawfully incurred by the Residential Association for the common benefit of all of the Owners.

1.29 UNIT DRIVEWAY: A portion of the Lot Area which provides access to a public or private way or street from a Dwelling Unit.

1.30 VERTICAL DWELLING UNIT: Any Dwelling Unit (hereinabove defined) which has the additional feature and characteristic of having any portion thereof existing on a vertical plane(s), level(s), or elevation(s) above or below a portion of another Dwelling Unit otherwise situated in the same location. By virtue of this Declaration, the title to and of each Vertical Dwelling Unit (as to air and vertical space rights) shall be subject to the rights of any other Vertical Dwelling Unit in the same location as to the area(s) of elevation of the improvements and confines appurtenant to such respective other Vertical Dwelling Unit. Not more than two (2) Vertical Dwelling Units shall be stacked or overlap above and below one another in the same location.

The Vertical Dwelling Unit of lower elevation shall have fee title extending from the bottom edge of any supporting ceiling joists for such lower Vertical Dwelling Unit downward to and through and including the underlying land. The Vertical Dwelling Unit of higher elevation shall have fee title extending from the bottom edge of its underlying floor joists (which also serve as the aforementioned supporting ceiling joists for the lower Vertical Dwelling Unit) upward to and through the upper elevation of such building improvement and to and through the sky.

The foregoing notwithstanding, each such Vertical Dwelling Unit (whether of the lower or higher elevation in a location) shall have the benefit of and shall be burdened by and subject to such easements of common structural support and other easements and rights as may be necessary appurtenant to each such Vertical Dwelling Unit which is so situated, as well as any appurtenant Exclusive Use Easement(s) (if any) and all other easements or rights of maintenance or access in favor of the Residential Association, all as further provided for in this Declaration.

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

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

1.33 WATER COMMISSION: The Justice-Willow Springs Water Commission or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in such Justice-Willow Springs Water Commission.

ARTICLE II
SCOPE OF DECLARATION

2.01 PROPERTY SUBJECT TO DECLARATION: The Parcel is subjected to the provisions of this Declaration.

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

2.03 DURATION: Except as otherwise specifically provided herein, the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration (i.e., August 31, 2000) and thereafter shall automatically be deemed extended for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by not less than Sixty (60%) Percent of the then Owners.

2.04 DWELLING UNIT CONVEYANCE: Any subsequent conveyance or transfer of ownership of the Dwelling Unit shall be of the entire Dwelling Unit and there shall be no conveyance or transfer of a portion of the Dwelling Unit without the prior written consent of the Board. The foregoing restriction pertains to a prohibited partitioning of the Dwelling Unit property and does not restrict or prevent Owner(s) from holding title to their respective entire Dwelling Unit(s) by means of a tenancy-in-common, joint tenancy or tenancy-in-the entirety, where more than a single person is a title holder.

ARTICLE III
COVENANTS AND RESTRICTIONS AS TO USE AND MAINTENANCE
OF THE DWELLING UNIT EXTERIOR AND DWELLING UNITS

3.01 ACCESS EASEMENT(S): Each Owner shall have a non-exclusive perpetual easement for ingress to and egress from his Dwelling Unit to public or private

streets and roads over and across the Dwelling Unit Exterior, the Lot Area and the Community Area, which easements shall run with the land, be appurtenant to and pass with the title to every Dwelling Unit. Additionally, each Owner of any Vertical Dwelling Unit shall have a non-exclusive perpetual easement running with the land for access to such stairwells, vestibules, walkways and halls as are necessary for such Owner's access from such Owner's Vertical Dwelling Unit (including any garage space appurtenant thereto) based upon the constructed and designed means of access to and from such Owner's Vertical Dwelling Unit (including any garage space appurtenant thereto). The County, the Village or any municipality or other governmental authority which has jurisdiction over the Development shall have a non-exclusive easement of access over the Development for police, fire, ambulance, waste removal, snow removal and other vehicles for the purpose of furnishing municipal or emergency services to the Parcel. The Residential Association, its employees, agents and contractors, shall have the right of ingress to, egress from and parking on the Dwelling Unit Exterior, and the right to store equipment on the Dwelling Unit Exterior, for the purposes of furnishing any maintenance, repairs or replacements of the Dwelling Unit Exterior, as required or permitted hereunder.

3.01A EASEMENT(S) FOR STRUCTURAL SUPPORT: Each Owner of a Vertical Dwelling Unit as well as each respective Vertical Dwelling Unit shall additionally have a nonexclusive, perpetual, reciprocal easement running with the land over, along, within and upon any load-bearing walls, demising walls, Party Walls (herein defined), beams, floors, ceiling and any other structural elements or improvements of any adjoining or adjacent Vertical Dwelling Unit for the structural support and integrity of each respective Vertical Dwelling Unit. Such easement(s) include a right of maintenance, repair and/or replacement all to the extent reasonably necessary to provide for and ensure the continued structural support and integrity of each respective Vertical Dwelling Unit.

3.01B ADDITIONAL EASEMENT(S) FOR UTILITY SERVICES, LINES, CONDUITS AND EQUIPMENT: In addition to such other easement(s) reserved or declared herein for the installation, maintenance, repair and replacement of utilities, each Owner of a Vertical Dwelling Unit shall additionally have a non-exclusive, perpetual, reciprocal easement running with the land over, along, within and upon any load-bearing walls, demising walls, Party Walls (herein defined), beams, floors, ceilings and any other structural elements or improvements of any adjoining or adjacent Vertical Dwelling Unit for the installation, maintenance, repair and/or replacement of such utility connections, conduits, cables, pipes, ducts, wires, transformers, switching and regulating apparatus and other equipment necessary to service each respective Vertical Dwelling Unit with electric, gas, water, plumbing, sewer, telecommunications cable and other utility service. Such utility easement(s) shall additionally include a right of access, as is reasonably necessary, to the respective adjoining or adjacent Vertical Dwelling Unit for purposes of servicing, maintaining and repairing such utility lines, equipment and improvements, provided the Owner of the Vertical Dwelling Unit benefitted by such easement shall be responsible for the reasonable cost of any resulting damage to an adjoining or adjacent Vertical Dwelling Unit so accessed for such purposes.

3.02 RIGHT OF ENJOYMENT (NON-EXCLUSIVE AND EXCLUSIVE AREA(S)): Each Owner shall have the non-exclusive right and easement to use and enjoy the Lot Areas (excepting, however, the respective Exclusive Use Easement Area[s] appurtenant to each other respective Dwelling Unit). Each Owner shall further have an exclusive right and easement to use and enjoy such Exclusive Use Easement area(s) (decks, patios and driveways) which are appurtenant to such Owner's own respective Dwelling Unit, subject, however, to the rights of access, maintenance and repair and regulation herein reserved in favor of the Residential Association. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Dwelling Unit, subject to and governed by the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Residential Association.

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

3.04 RULES AND REGULATIONS: The use and enjoyment of the Dwelling Unit Exteriors shall at all times be subject to reasonable rules and regulations duly adopted by the Residential Association.

3.05 UTILITY EASEMENTS: Ameritech, Comcast, Commonwealth Edison Company, Northern Illinois Gas Company, the Village, and all other public, quasi-public, and private utilities serving the Parcel are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Lot Areas and Dwelling Unit Exterior for the purpose of providing utility services to the Parcel or any other portion of the Development Area. All property must be restored to its original condition upon completion of all work.

3.06 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Residential Association, respectively, shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Dwelling Unit Exterior for such uses and purposes as the Board, as the case may be, deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities and similar and related purposes as well as installation and maintenance of entrance areas to the Development, monument signs, common landscaping and other common improvements. Any and all proceeds from leases, easements, licenses or concessions with respect to the Lot Areas and Dwelling Unit Exterior shall be used to pay the Townhome Expenses.

The Residential Association shall have the right and power to dedicate any part or all of the roads, or any part or all of the Community Areas or parking areas which constitute part of the Dwelling Unit Exterior to the County, the Village or any municipality or other governmental authority which has jurisdiction over the Development. No such dedication or transfer shall be effective unless an instrument signed by sixty-six (66%) percent of the 129 Voting Members and a simple majority of the Board has been recorded agreeing to such dedication or transfer.

3.07 MAINTENANCE, REPAIR AND REPLACEMENT OF THE DWELLING UNIT EXTERIOR:

A. Maintenance, repairs and replacements of the Dwelling Unit Exterior shall be furnished by the Residential Association, and shall include, without limitation, the following:

(i) Normal maintenance, repair and replacement of the roof, eaves, gutters, downspouts and like appendages which serve the Dwelling Unit; outer surface of exterior walls, foundations, steps, footings, driveways and walkways, but excluding the replacement of broken glass, or the repair of damage to garage doors, or matters customarily covered by an Owner's extended coverage hazard insurance as described in Paragraph 4.02;

(ii) Maintenance, repair and replacement of water, sewer, electrical and other systems which serve more than one Dwelling Unit (but not including those portions of such systems which serve only one Dwelling Unit, such as a garage door opener, heating and air-conditioning unit, and electrical or plumbing fixtures);

B. The Residential Association may cause alterations, additions or improvements to be made to the Dwelling Unit Exterior and the cost thereof shall be paid from such funds or assessment(s) as may be provided for in accordance with Article Six of this Declaration.

C. The Residential Association shall be responsible for keeping the driveways, steps and sidewalks serving each Owner's respective Dwelling Unit free from snow that amounts to two (2) inches or greater in accumulation. The Residential Association shall not be responsible for keeping the driveways, steps and sidewalks serving each Owner's respective Dwelling Unit free from ice, unless otherwise determined by the Board. The Residential Association shall also provide and arrange for snowplowing and salting for any private streets and roads. The Residential Association shall plow the bike path that parallels 91st Street, excluding any other areas of the bike path, which form part of the Community Area.

3.08 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Dwelling Unit, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Dwelling Unit, damage shall be caused to the Dwelling Unit Exterior and

maintenance, repairs or replacements shall be required thereby, which would otherwise be a Townhome expense, then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Residential Association.

3.09 MAINTENANCE, REPAIR AND REPLACEMENT OF DWELLING

UNITS: Each Owner shall be responsible for the interior maintenance, wood deck maintenance and repair of his Dwelling Unit and shall maintain same in a clean, safe and healthful condition; however, the Residential Association shall be responsible for the periodic staining of all wood decks, beginning with the next staining cycle in 2011. Maintenance, repair and replacement of the Dwelling Unit Exterior, excluding the wood deck, shall be provided by the Residential Association. At the Board's discretion, replacement of the wood decks may be provided by the Residential Association. The Residential Association shall also maintain, repair and replace the Lot Area and Unit Driveway as part of the Community Area.

3.10 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE DWELLING

UNITS: No additions, alterations or improvements shall be made to any Dwelling Unit Exterior (or to the structural elements of any Vertical Dwelling Unit or to an Exclusive Use Easement area) by an Owner without the prior written consent of the Board, which consent may be withheld by the Board any time or from time to time in its sole and absolute discretion. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Dwelling Unit Exterior or to an Exclusive Use Easement area by an Owner upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Residential Association from time to time the additional cost of maintenance of the Dwelling Unit Exterior (or Exclusive Use Easement Area) as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made to a Dwelling Unit Exterior by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

- (i) Require the Owner to remove the addition, alteration or improvement and restore the Dwelling Unit Exterior to its original condition, all at the Owner's expense; or
- (ii) If the Owner refuses or fails to properly perform the work required under (i), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or
- (iii) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3.11 NO DEDICATION TO PUBLIC USE: Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Dwelling Unit Exterior or Community Area to or for any public use or purpose whatsoever, except as otherwise expressly herein provided.

3.12 USE RESTRICTIONS:

A. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted in any dwelling, or accessory building or on any Lot. This Section shall not be construed in such a manner as to prohibit an owner from maintaining his personal and/or professional library therein, keeping his personal business and/or professional records or accounts therein or handling his personal business and/or professional telephone calls or correspondence therefrom. However, an owner shall not meet with clients on the Lot in connection with his or her business; and owners are prohibited from allowing their employees to work from the townhome.

B. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Dwelling Unit Exterior. The Parcel shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All trash receptacles and rubbish shall be stored in the Dwelling Unit; and

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

3.13 SPECIAL USE RESTRICTIONS AS TO GARAGES: Anything to the contrary set forth herein notwithstanding, the garage space or areas of each and every Dwelling Unit (including Vertical Dwelling Unit[s]) shall NOT be utilized for the permanent (meaning any period of time exceeding fourteen [14] days in the aggregate during any twelve [12] month period, subject to such extension thereof, if any, approved in writing by the Residential Association during renovation or remodeling activity associated with such Dwelling Unit) storage in a manner which prevents the parking of two (2) automobiles in such garage with the garage door fully closed.

3.14 OBSTRUCTIONS: No Owner shall obstruct any Dwelling Unit Exterior or Lot Area, and nothing shall be stored in the Lot Area without the prior written consent of the Board. No items, other than licensed motorized vehicles (excluding campers, motor homes, recreational vehicles etc.), shall be permitted to obstruct ingress or egress of any garage opening.

3.15 PETS: No animal of any kind shall be raised, bred or kept in any Dwelling Unit Exterior or Lot Area. Pets must be on a leash at all times when on the Community Areas. The Board may from time to time adopt rules and regulations governing the keeping of pets in the Dwelling Units, which may include prohibiting certain species of pets from being kept in the Dwelling Units. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Parcel upon three (3) days written notice from the Board to the Owner of the Dwelling Unit containing such pet and the decision of the Board shall be final. An Owner who has a pet removed by the Board shall be prohibited from replacing the removed pet with another pet of the same species, and keeping such pet in the Dwelling Unit for a period of two (2) years from the date of the removal. Any pet droppings or refuse must be immediately picked up and properly disposed of by the pet owner. The Owner of the Dwelling Unit containing any pet which inflicts any damage to landscaping or any other Community Area or Dwelling Unit Exterior shall be liable for all costs and damages so resulting and additionally may be assessed such fines or penalties as the Board may elect to from time to time prescribe and impose.

3.16 PROSCRIBED ACTIVITIES:

A. No owner may change or alter the exterior of the unit without prior written approval except for installation of one satellite dish, measuring less than one meter in diameter, mounted on the wood deck. Any and all other changes, such as landscaping, exterior modifications to the townhome, etc..., must have prior written approval of the Board.

B. No noxious or offensive activity shall be carried on in the Parcel nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents;

C. No awning, canopy, shutter or similar device shall be affixed to or placed upon the exterior of the Dwelling Unit. No radio or television antenna or satellite dish shall be affixed to or placed upon the exterior of a Dwelling Unit without the prior written consent of the Board, provided, however, one satellite dish of one meter or less in diameter may installed on the deck, at the rear of a Dwelling Unit and which otherwise comply with such reasonable rules and regulations adopted by the Board pertaining thereto from time to time are permitted;

D. No Owner shall install a mailbox which has not been approved by the Board; and

E. No boats, trailers, commercial vehicles or recreational vehicles shall be parked overnight in the Unit Driveway or Community Area except as may be permitted by the rules and regulations of the Board. Notwithstanding the terms of this paragraph, pick-up trucks of one (1) ton or less and vans and sport utility vehicles of similar size shall be permitted. No vehicles with any visible business names or logo's, advertising or

commercial signage of any kind shall be permitted to park overnight in any driveway or area designated as common parking area.

F. No signs, placards or banners of any kind whatsoever (except for an American or Military flag) shall be displayed or flown on the exterior of any Dwelling Unit or on the interior of windows (visible from the exterior) of any Dwelling Unit or on any Community Area. However, one "For Sale" sign shall be permitted to be placed on the inside of the window. Units that do not have a window facing the street (i.e., the ten "Ash Model" units) may have one "For Sale" sign placed flat against the brick wall between that Unit's garage door and the corner of the building. In addition, one "Open House" sign is permitted at the front entrance, and one "Open House" sign is permitted at the Seller's Dwelling Unit. Permitted "Open House" signs may be placed on the Common Area beginning one (1) hour prior to the start of the Open House, and all signs shall be removed within thirty (30) minutes following the close of the Open House.

G. Except as otherwise provided for in this Declaration, no use of any Community Area for any private or public party, gathering or function shall be permitted without the prior express written consent of the Residential Association's Board. Such Board may from time to time prescribe, adopt and modify further rules, regulations, standards and restrictions, whether generally or on a case-by-case basis, relative to the foregoing.

H. No owner may alter any landscaping, or add plants or trees without prior written approval of the Board of Directors with the exception that flowers may be planted within existing mulch beds without such written approval.

3.17 STRUCTURAL IMPAIRMENT: Nothing shall be done in, on or to any part of the Parcel which would impair the structural integrity of any building or structure located thereon.

3.18 LEASE OF DWELLING UNIT: The Dwelling Units within The Windings of Willow Ridge Townhome Association are intended to be Owner-occupied. Owners who purchased their unit prior to May 27, 2005, shall have the right to lease all (but not less than all) of this Dwelling Unit provided that no Dwelling Unit shall be leased for an initial period of less than one year. Subsequent leases to the same lessee may be for any length of time. Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration. The Board may adopt such rules and regulations applicable to the leasing of Dwelling Units as it deems advisable. Owners who purchased their unit after May 27, 2005 are strictly prohibited from any such lease, rental, etc. Leasing/renting shall be prohibited to all owners as of January 1, 2025, except for those unit(s) then being leased. Upon that lessee leaving, the owner will be prohibited from leasing to a new tenant.

A. Notwithstanding any foregoing provisions of the Declaration to the contrary, if a hardship, as determined by the Board of Directors, exists, the Owner may apply for a hardship waiver of the leasing restrictions set forth herein in the following manner:

i. The Owner must submit a request in writing to the Board of Directors requesting a not less than twelve (12) consecutive months hardship waiver of this paragraph, setting forth the reasons why they are entitled to same. The Board shall respond to each application in writing within thirty (30) days of the submission thereof.

ii. If, based on the data supplied to the Board of Directors by the Owner, the Board finds that a reasonable hardship exists, the Board may grant such hardship waiver. However, from the effective date of this revised Amended and Restated Declaration through January 1, 2025, the Board may grant "Hardship Waivers" for leasing of Dwelling Units which shall not exceed five (5%) percent, or six (6) Dwelling Units, of a maximum of the 129 Townhome Units at any one time, and shall remain subject to the provisions stated in this Declaration and the Residential Association's adopted Rules and Regulations. Commencing on January 2, 2025, the Board's authority to grant "Hardship Waivers" increases to a number which shall not exceed ten (10%) percent, or a maximum of twelve (12) of the 129 Townhome Units at any one time, and shall remain subject to the provisions of this Declaration and the Residential Association's adopted Rules and Regulations.

iii. Any lease entered into shall be in writing and for a period of not less than twelve (12) consecutive months. The lease must also contain a provision that failure by the tenant or the Owner to abide by the Declaration, By-Laws or Rules and Regulations (the "Governing Documents") of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors, and requiring the tenant to vacate the premises within thirty (30) days of the Board's decision. All decisions of the Board shall be final. The Board's decision shall be final and binding.

iv. Copies of all leases must be submitted to the Board not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. As part of such lease delivery, the Owner leasing the Dwelling Unit shall also deliver to the Board a forwarding address, telephone number and, if applicable facsimile number and email address where such unit owner can be reached. The Owner leasing the Dwelling Unit shall update such contract information from time to time as such contact information changes.

v. All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors along with the copy of the lease.

vi. In the event a Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.

3.19 RESIDENTIAL ASSOCIATION'S ACCESS: The Residential Association shall have the right and power to come onto any Dwelling Unit (including any appurtenant Exclusive Use Easement area) for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

3.20 PERIODIC OR ANNUAL FIRE SAFETY INSPECTION ACCESS: In addition to the Village's or the Residential Association's other rights of access to Dwelling Units, each Owner shall cooperate and, upon notice, arrange to have its/their respective Dwelling Unit available for such periodic individual or simultaneous coordinated (with other Dwelling Units) inspection by the Village and/or Residential Association any inspection service under contract with the Residential Association or Village, for purposes of checking such smoke detectors and alarms and/or other health, fire or safety monitoring or detection equipment (if any) which the Village or Residential Association otherwise requires to be so inspected. Each Owner shall additionally cooperate and, upon notice, arrange for and permit access to its/their respective Dwelling Unit for purposes of allowing any maintenance work from time to time required with respect to any such smoke detectors and alarms or other such monitoring and detection equipment. The Residential Association may impose and charge as an additional charge and lien against a Dwelling Unit a fine and/or re-inspection fee for any Dwelling Unit which has not been made available for inspection at a designated time and date for simultaneous coordinated inspections.

3.21 RESERVATION AND GRANT OF EASEMENT RIGHTS IN FAVOR OF VILLAGE AND WATER COMMISSION: An easement is hereby granted to the Village and the Water Commission and police, fire, water, health and other authorized officials, employees and vehicles of the Village and Water Commission, to go upon the Community Area at any time and from time to time for the purpose of performance of official duties and for the purpose of enforcing Village ordinances, rules and regulations, and the statutes of the State of Illinois and the United States, as well as posted requirements within the Parcel. In addition, duly designated officials and employees of the Village and Water Commission are hereby granted an easement to enter upon, on and over the Community Area for the purposes of maintaining, except as otherwise provided hereunder, the storm water control facilities, sanitary sewers, water mains, streets, sidewalks and any other utility or public service and to correct or eliminate nuisances or violations thereon resulting from the failure to exercise maintenance responsibilities by the Declarant or its successors and assigns, any Owner, or the Residential Association.

Except in the event of emergency situations, the Village or Water Commission shall serve written notice upon the Residential Association setting forth the manner in which the Residential Association has failed to comply with its obligations under this

Declaration or any ordinance or under any source of law. Said notice shall include a demand that such deficiency be cured within said thirty (30) days from the date such notice is received. If such deficiency has not been cured within said thirty (30) days or any extension thereof granted by the Village or Water Commission, the Village or Water Commission, as the case may be, may exercise said easement by entering the Community Area and performing such maintenance or repair. The Residential Association shall reimburse the Village or the Water Commission, as the case may be, for all expenses incurred by it in performing such maintenance or repair within thirty (30) days of receipt of an invoice from the Village or Water Commission. In the event such reimbursement is not made within thirty (30) days of receipt of an invoice from the Village or Water Commission, as the case may be, the Village or Water Commission may record a lien against the Community Area for such expenses and may enforce and foreclose upon such lien in the manner provided by the Illinois Mechanics' Lien Act, 770 ILCS 60, or in the manner set forth in 65 ILCS 5 for municipal liens.

Said easement shall be exercised only to the extent and for such period of time that the maintenance or repair is required to accomplish the purpose hereinabove mentioned. It is the intention of this Section to provide the Village and Water Commission with such access as it may require in order to exercise its rights hereunder regarding maintenance and repair of those main utility lines which service the Parcel (water, storm sewer and sanitary sewer) but this Section is not intended to limit or modify the obligations of the Residential Association as set forth elsewhere in the Declaration or as otherwise provided under applicable law. No failure to exercise any right herein granted to the Village or to the Water Commission shall be construed as a waiver of that or any other rights.

The Residential Association hereby releases, defends and holds harmless the Village and Water Commission from any and all claims, liabilities or causes of actions for injury or damages to person or property that may arise or may have arisen by virtue of the Village or Water Commission exercising its rights, or failing to exercise its rights under this Section 3.20, whether the Village or Water Commission is acting hereunder in an emergency situation or by virtue of the residential Association's failure to comply with its obligations under this Declaration or any ordinance of the Village.

ARTICLE IV **INSURANCE**

4.01 RESIDENTIAL ASSOCIATION'S RESPONSIBILITY: The Residential Association shall be responsible for procuring and maintaining Common Property Insurance, Directors and Liability Insurance, Fraud Protection (with limits not less than the total of Association funds) and Environmental Liability Insurance for Community Areas. The Residential Association shall maintain such policies of insurance provided that such policies shall (i) provide that such policies may not be cancelled or substantially modified without at least ten (10) days' written notice to the Residential Association and all mortgagees of record of the Community Area; (ii) provide that all mortgagees of record of the Community Area shall have the right to pay overdue

insurance premiums and to obtain new coverage in the event the existing insurance policy lapses; and (iii) provide for coverage in the amount of one hundred (100%) percent of full replacement value.

4.02 OWNER'S RESPONSIBILITY: Each Owner shall procure and maintain in full force at all times insurance covering his Dwelling Unit consisting of, or providing all the protections afforded by, the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to one hundred (100%) percent of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation, less a deductible amount of no more than ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS and naming the Residential Association as co-insured on each policy. Such insurance shall be written by companies reasonably acceptable to the Residential Association. A certificate of insurance evidencing such coverage shall be furnished to the Residential Association and new certificates evidencing the renewal of each expiring policy of insurance shall be furnished to the Residential Association in each case at least ten (10) days prior to the expiration date of the expiring insurance. In the event the Dwelling Unit or any portion thereof shall be damaged or destroyed by fire or other casualty, the Owner shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as possible to at least as good as condition as existed immediately prior to such damage or destruction and in the same architectural style and design (with matching colors and materials) as originally constructed by the Developer and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. In the event of the total or substantial destruction of all of the Dwelling Units, the architectural design of the Dwelling Units to be rebuilt and the materials to be used in reconstruction shall be in accordance with the plans approved by the Village.

The Board may at its discretion obtain insurance for the Property and the Townhomes against loss or damage by fire and such other hazards as the Board may deem desirable. Such insurance on the Property, including the Townhomes against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsement shall be in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies, but in any event in an amount not less than 100% of the full insurable replacement cost thereof. The "full insurable replacement cost" of the Property shall be determined by an "agreed amount" of insurance with the insurance carrier and such "agreed amount" shall be updated not less frequently than once in any twelve month period. The Board shall have the authority to obtain an appraisal by a nationally recognized appraisal company but shall be under no obligation to do so. The costs of any and all such appraisals shall be Common Expenses. If the Board chooses to obtain such insurance, the Association shall only be responsible to insure up to the bare walls, floors and ceiling. The Association shall not be responsible for any contents stored in the unit or any fixtures, betterments or improvements, wall, floor or ceiling coverings. The owner shall be responsible to insure the contents, fixtures, betterments or improvements, wall, floor or ceiling coverings.

4.03 OWNER'S FAILURE: Upon the failure of any Owner to procure and maintain the insurance required in Section 4.02 hereof or, in the event the Board, in its discretion, determines that the Dwelling Unit is underinsured, the Board shall have the authority to procure such insurance and/or additional insurance, as the case may be, and the costs thereof shall become a lien upon such Owner's Dwelling Unit(s) and Lot in the same manner as provided in Article Six hereof for nonpayment of maintenance assessments.

4.04 REPAIR, RESTORATION OR REBUILDING: All repair, restoration or rebuilding pursuant to the provisions of this Article Four shall be carried out under such supervision and direction as the Board shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the Owner or Owners of each Dwelling Unit which shall have been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of, the Residential Association in connection therewith.

4.05 PROCEEDS USED FOR RESTORING: In the event of such damage or destruction of a Dwelling Unit, the holder of the mortgages encumbering said Dwelling Unit shall allow the proceeds of any insurance required pursuant to Section 4.02 hereof to be utilized in restoring the Dwelling Unit to the terms of this Article.

4.06 OWNER'S FAILURE TO REPAIR, RESTORE OR REBUILD: In any case in which the Owner or Owners concerned shall fail to carry out and see to the repair, restoration or rebuilding required by the provisions of this Article Four, the Residential Association shall cause such repairs or rebuilding to be furnished, provided and installed, in the manner as set forth in Section 4.03 hereof provided, however, that to the extent the insurance proceeds referred to in Section 4.04 are insufficient as to any Dwelling Unit, the particular Owner shall be responsible to the Residential Association for such deficiency, and the Residential Association shall have, and is hereby granted, a continuing lien on the Lot for which any such repairs or rebuilding are furnished by the Residential Association in the aggregate amount of (a) the cost thereof, (b) interest at a per annum rate equal to the sum of the prime rate at JP Morgan Chase Bank, N.A. plus two (2%) percent from the date of the Residential Association's payment of such costs, and (c) reasonable attorney's fees and any court or other costs incurred by the Residential Association in connection therewith, which lien shall bind such Lot in the hands of such Owner, his heirs, devisees, personal representatives, grantees and assigns.

If JP Morgan Chase, N.A. discontinues announcing or publishing such "prime rate" then the "prime rate" announced and published from time to time in The Wall Street Journal (Midwest Edition) may be utilized as such "prime rate" index for purposes of determining any "prime rate" based interest rate set forth in this Declaration. In the event such Owner does not forthwith fully repay the Residential Association therefor, as aforesaid, such lien shall be foreclosed against the Lot by the Residential Association in the same manner as hereinafter provided in connection with unpaid assessments. The

Residential Association's lien in this Section 4.06 provided for shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Lot.

4.07 BOARD'S AUTHORITY TO SETTLE: In the event of any damage or destruction to the exterior portion of a Dwelling Unit and the loss is covered by policies of insurance, and the Owner or Owners fail to settle or adjust any such claim within a reasonable time, without reasonable cause, then after due notice to said Owner or Owners, the Board shall have the authority to settle and adjust any claim under such policies without the consent of the respective Owner.

ARTICLE V **THE RESIDENTIAL ASSOCIATION**

5.01 IN GENERAL: The Residential Association is incorporated as a not-for-profit corporation under Illinois law. The Residential Association shall be the governing body for all of the Owners and shall exercise all powers and duties vested by law or this Declaration necessary to manage the Development, which powers and duties shall include, but not be limited to the following:

- A. The administration and operation of the Dwelling Unit Exterior and the Community Area;
- B. Furnishing landscaping, snow removal (as to private streets, roads and common public sidewalks in the Community Area), waste removal (meaning arranging for a waste removal contractor to service the Development at the respective individual cost and expense of each Owner of a Dwelling Unit or as a whole for such Development with the cost being a part of the budget and Assessments howsoever the Board may elect) and other similar services with respect to the Community Area (including, without limitation, those portions of the Community Area which are Lot Areas) and also including landscaping for the Bike Path area;
- C. Collection of all Townhome Assessments and any other recoverable Charges due or to become due to the Residential Association and prepare checks (which shall be executed by two Board members) to pay Townhome Expenses;
- D. Rendering statements specifying all receipts and disbursements;
- E. Preparation of an annual budget;
- F. Taking such actions and adopting such budgets and assessments (and enforcing and collecting the same) so as to establish and keep adequately funded and replenished from time to time, reasonable financial reserves for the Residential Association;
- G. Hiring, supervising and discharging all engineers, janitors and other employees whom perform work for the Residential Association;

H. Furnishing all necessary decorating, maintenance, repairs and replacements to the property for which the Residential Association is responsible;

I. Purchasing all normal operating supplies and entering into any necessary service contracts on behalf of the Residential Association;

J. Procuring all insurance which the Residential Association is authorized or obligated to obtain under the terms hereof, including but not limited to, Common Property Insurance, Directors and Liability Insurance, Fraud Protection (with limits not less than the total of Association funds) and Environmental Liability Insurance for Community Areas.

K. Preparing, implementing and enforcing of appropriate rules and regulations;

L. Purchasing other goods and services required for the proper administration, operation, maintenance, repair and replacement of the property administered and operated by the Residential Association;

M. Arranging for or participating in the maintenance, repair and operation of stormwater drainage areas and facilities (whether or not a part of the Community Area and whether on-site or off-site) which service all or part of the Parcel, and to exercise all legal rights or remedies available to the Residential Association relative thereto, including action to recover from other legally responsible parties such parties' pro rata equitable share or contribution for such costs and expenses of maintenance repair and operation of such stormwater drainage areas or facilities; and

N. Enforcing the terms, provisions, covenants and restrictions set forth in this Declaration and in the Residential Association's By-Laws, as well as any rules and regulations adopted from time to time by such Residential Association in accordance with this Declaration and such By-Laws.

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

5.03 VOTING MEMBERS: Subject to the provisions of Section 5.05, voting rights of the members of the Residential Association shall be vested exclusively in the Voting Members for each Dwelling Unit. One individual shall be designated as the "Voting Member" for each Dwelling Unit, there being not more than one (1) vote appurtenant to each Dwelling Unit. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record

ownership of a Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit.

5.04 THE BOARD/ASSOCIATION OFFICERS: The Board shall consist of five (5) members, each of whom shall be an Owner or Voting Member. The term of each Board member shall be two (2) years. In order to maintain year-to-year Board stability and avoid a complete turnover of the Board membership during a single election, the terms shall be staggered. Following the initial election, two (2) Board members shall be elected in even numbered years and three (3) Board Members shall be elected in odd numbered years.

A. The Board, once elected, shall appoint or elect from its Board Members, a president, a Vice President, a Secretary and a Treasurer of the Residential Association. Such officer positions shall be for a time period of one (1) year that coincides with the Board's election at the Annual meeting.

B. Board membership may be terminated three ways: (i) Board member resignation, (ii) upon a Board member missing three (3) consecutive monthly or Special Board meetings, or (iii) by majority vote of all of the eligible voting Owners (either in person or by lawful executed written proxy) at a special meeting called for a Board member's removal. An open Board position will be filled by the President nominating an Owner or Voting Member and after a majority vote of the Board. The new Board member shall serve the remainder of the unexpired term of the Board member being replaced.

5.05 VOTING RIGHTS: Any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority by the Voting Members present at such meeting, except as otherwise provided herein or in the By-Laws. Unless and to the extent otherwise hereafter provided in duly adopted and ratified By-Laws of the Residential Association, the presence (either in person or by lawful, written and executed proxy) at any meeting of the Residential Association of at least Twenty (20%) Percent of the one hundred twenty-nine (129) Voting Members shall constitute a lawful quorum.

5.06 SPECIAL MEETINGS: A special meeting of the owners may be called by the President, a majority of the Board or by the owners having twenty (20%) percent of the total vote by petition submitted to the Board. Notice of such meeting must be mailed or delivered to all owners no less than ten (10) days and no more than thirty (30) days prior to the meeting. The notice must state the purpose of such meeting, and only those items included in the notice shall be discussed or voted upon at such meeting.

5.07 DIRECTOR AND OFFICER LIABILITY: Neither the directors or officers of the Residential Association shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Residential Association shall indemnify and hold harmless each of the directors and officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Residential Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director may be involved by virtue of such person being or having been a director or officer, provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer.

5.08 MANAGING AGENT: Any management agreement entered into by the Residential Association shall have a term of not more than three (3) years and shall be terminable by the Residential Association for cause on thirty (30) days written notice, or without cause or payment of a termination fee by either party on ninety (90) days written notice.

5.09 REPRESENTATION: The Residential Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Dwelling Unit Exterior.

5.10 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Residential Association, all real property owned by the Residential Association shall be conveyed to the Owners as tenants-in-common.

5.11 EASEMENT RIGHTS: The Residential Association, its agents and employees shall have the right of ingress and egress over and upon the Lot Areas for any and all purposes in connection with the rights and duties of the Residential Association under this Declaration.

5.12 GOVERNING LAW: In all other respects, to the extent not inconsistent herewith, such Residential Association (and its Board members, officers and Voting

Members and members) shall be governed by the Illinois General Not-For-Profit Corporation Act of 1986, as amended.

5.13 E-MAIL/ELECTRONIC VOTING: Notwithstanding any provision in this Declaration to the contrary, the election of members of the Board of Directors may be conducted by e-mail or other electronic means, subject to rules and regulations adopted by the Board. Notice of such action shall be delivered to all members entitled to vote at least five (5) days prior to the date of the proposed election. Voting must remain open for not less than five (5) days from the date the ballot is delivered; provided however, in the case of a removal of one or more directors, the voting must remain open for not less than twenty (20) days from the date the ballot is delivered.

ARTICLE VI **ASSESSMENTS**

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

6.02 TOWNHOME ASSESSMENT: Each year on or before December 1, the Board shall adopt subject to the provisions of Subsection B hereof and furnish each Owner with a budget for the ensuing calendar year which shall show the following, with reasonable explanations and itemizations:

- A. The estimated Townhome Expenses;
- B. The estimated amount, if any, to maintain adequate reserves for Townhome Expenses including, without limitation, amounts to maintain the Capital Reserve;
- C. The estimated net available cash receipts, if any, plus estimated excess funds, if any, from the current year's assessments;
- D. The amount of the "Townhome Assessment" payable by the Owners, which is hereby defined as the amount determined in subparagraph A above, plus the amount determined in subparagraph B above, minus the amount determined in subparagraph C above; and
- E. That portion of the Townhome Assessment which shall be payable each month by the Owner of each Dwelling Unit which is subject to assessment hereunder, which shall be equal to one-twelfth (1/12) of the Townhome Assessment divided by the number of Dwelling Units, so that each of the 129 Owners shall pay equal Townhome Assessments.

6.03 PAYMENT OF TOWNHOME ASSESSMENTS: On or before the first day of January of the ensuing calendar year, and on or before the fifth day of each and every month thereafter until the effective date of the next annual or revised Townhome Assessment, each Owner of a Dwelling Unit shall pay to the Residential Association, or as the Board may direct, that portion of the Townhome Assessment, which is payable by each Owner of a Dwelling Unit under Section 6.02 E.

6.04 SPECIAL ASSESSMENT: The Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Townhome Expenses incurred (or to be incurred) by the Residential Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Dwelling Unit Exterior, or any other property owned or maintained by the Residential Association; or (ii) to cover an unanticipated deficit under the current or prior year's budget. If the Board adopts a special assessment which is greater than fifteen (15%) of the total of last years budget plus any special assessment, the owners may veto such assessment. In order to do so, the owners must submit a written petition to the Board executed by twenty (20%) of the owners. Said petition must be submitted to the Board within fourteen (14) days of the date the Board adopts the Assessment. If a petition is submitted, the Board must call a special meeting of the members. At this meeting a majority of all owners, not just those present at the meeting, must vote to reject the assessment or it is ratified. There shall be no veto process if the assessment is for an emergency, which shall be defined as an immediate danger to the structural integrity of the townhome units or to the health, safety and/or welfare of the owners.

6.05 CAPITAL RESERVE: The Residential Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Dwelling Unit Exteriors (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Dwelling Unit Exteriors and the purchase of other property to be used by the Residential Association in connection with its duties hereunder. Each budget shall disclose that percentage of the Townhome Assessment which shall be added to the Capital Reserve and each Owner shall be deemed to make a capital contribution to the Residential Association equal to such percentages multiplied by each installment of the Townhome Assessments paid by such Owner.

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

ARTICLE VII
COLLECTION OF CHARGES AND REMEDIES
FOR BREACH OR VIOLATION

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: Each Owner of a Dwelling Unit by acceptance of a deed therefor shall be and is deemed to covenant and hereby agrees to pay to the Residential Association all Charges made with respect to the Owner on the Owner's Dwelling Unit. Each Charge, together with late fees thereon, and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Residential Association.

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

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Residential Association when due shall be deemed delinquent. Any Charge which is delinquent for fifteen (15) days or more shall be subject to a reasonable late fee as established by the Board. The Residential Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with the late fee, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within fifteen (15) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by abandonment or transfer of his Dwelling Unit.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien of any Charges provided for in this Declaration shall be subordinate to the lien of any prior recorded first mortgage, now or hereafter placed upon the Dwelling Unit and Lot properties subject to assessment; provided, however, that such subordination shall apply only to the Charges which have become due and payable prior to the date the mortgagee takes possession of the Dwelling Unit and Lot, accepts a conveyance of any interest in the Dwelling Unit and Lot, or has a receiver appointed in a suit to foreclose the lien of the mortgage. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

7.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Parcel where the violation or breach exists to remove or rectify the violation or breach.

7.06 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, enforcement of any of the provisions contained in this

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

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

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit to enforce any lien created hereunder.

ARTICLE VIII **EASEMENT FOR ENCROACHMENT**

8.01 EASEMENT FOR ENCROACHMENT: In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of a Dwelling Unit, any facilities or improvements servicing or providing structural support to any such Dwelling Unit, or any Dwelling Unit Exterior shall encroach upon any part of any Dwelling Unit or any Lot Area, then, in any case, there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Dwelling Unit shall have an easement appurtenant to his Dwelling Unit for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto the Lot Area:

- A. The chimney which serves the Dwelling Unit;
- B. The air-conditioning system compressor located outside of the residential unit which serves the Dwelling Unit and the pipes and ducts running therefrom to the Dwelling Unit; and

C. The balconies, steps, porches, door entries, stairwells, vestibules and patios which serve the Dwelling Unit.

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

8.02 EXCLUSIVE USE EASEMENT IMPROVEMENTS: Improvements pertaining to patios, balconies and other such Exclusive Use Easement areas as are permitted may encroach onto the Lot Area(s) subject to the rights herein reserved relative thereto in favor of the Residential Association.

ARTICLE IX **AMENDMENT**

9.01 AMENDMENT: Subject to Article Twelve, the provisions of this Declaration may be amended, abolished, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of at least Sixty (60%) Percent of the 129 Voting Members or by an instrument executed by Owners of at least Sixty (60%) Percent of the 129 Dwelling Units; except that:

- (i) the provisions of this Section 9.01 may be amended only by an instrument executed by all of the Owners and all Mortgagees,
- (ii) no amendment to the Declaration which changes the ratio of assessments against Owners shall become effective without the consent of all Mortgagees.

No amendment which removes Parcel from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit. No amendment shall become effective until properly Recorded.

ARTICLE X
MORTGAGEE'S RIGHTS

10.01 NOTICE TO MORTGAGEES: Upon the specific, written request of a Mortgagee, a Mortgagee shall receive some or all of the following:

A. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Residential Association to the Owner of the Dwelling Unit covered by the Mortgagee's mortgage;

B. Any audited or unaudited financial statements of the Residential Association which are prepared for the Residential Association and distributed to the Owners;

C. Copies of notices of meetings of the Owners;

D. Notice of the decision of the Owners to release any part or all of the Parcel from the provisions of this Declaration;

E. Notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Residential Association;

F. Notice of the decision of the Residential Association to terminate professional management and assume self-management;

G. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any property owned by the Residential Association;

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

I. The right to examine the books and records of the Residential Association at any reasonable times.

The request of a Mortgagee or other such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Residential Association. Failure of the Residential Association to provide any of the foregoing to a Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing.

10.02 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Dwelling Unit Exterior, or (ii) any distribution of the

proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any Dwelling Unit Exterior, any such distribution shall be made to the Owners and their respective Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Residential Association the right (i) to apply insurance proceeds to repair or replace damaged Dwelling Unit Exterior as provided in Article Four, or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

ARTICLE XI **PARTY WALLS**

11.01 PARTY WALL: Every wall or floor or ceiling (whether vertical, horizontal or inclined and situated wheresoever portions of neighboring Dwelling Units may join), including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate Dwelling Units shall constitute and be a " Party Wall," and the Owner of a Dwelling Unit immediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

11.02 RIGHTS IN PARTY WALL: Each Owner of a Dwelling Unit, which is adjacent to a Party Wall, shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

11.03 DAMAGE TO PARTY WALL:

A. If any Party Wall is damaged or destroyed through the act or acts of any Owner of a Dwelling Unit which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Dwelling Unit;

B. Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Dwelling Unit which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, shall be rebuilt or repaired by the Owners of the adjacent Dwelling Units to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible; provided that the cost of repairing or replacing any portion thereof which is part of a Dwelling Unit

Exterior shall be paid by the Residential Association as a Townhome Expense to the extent not covered by insurance; and

C. In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Board may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Dwelling Unit.

11.04 CHANGE IN PARTY WALL: Any Owner of a Dwelling Unit who proposes to modify, rebuild, repair or make additions to any structure upon his Dwelling Unit in any manner which requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Owner of the other adjacent Dwelling Unit and the Board (which consents shall not be unreasonably withheld or delayed), in addition to meeting any other requirements which may apply.

11.05 ARBITRATION BY BOARD OF PARTY WALL DISPUTES: In the event of a disagreement between Owners of Dwelling Units adjoining a Party Wall with respect to their respective rights or obligations as to such Party Wall, upon the written request of either of said Owners to the other the matter shall be submitted to the Board and the decision of the Board shall be final and binding and judgment may be entered upon such decision and award of the Board by a court of competent jurisdiction, if necessary.

ARTICLE XII **MISCELLANEOUS**

12.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent when (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Residential Association at the time of such mailing, or (ii) when delivered personally to his Dwelling Unit, or (iii) e-mailed if the Owner has elected, in writing to receive notice in such a manner.

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

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

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

12.05 CONFLICT WITH VILLAGE AND OTHER GOVERNMENTAL UNITS: In the event there is at any time a conflict between any provision of this Declaration and any provisions of any then effective ordinance, rule or regulation of the Village or any other unit of government having jurisdiction over the Development Area, the ordinance, rule or regulation of that unit of government shall prevail, but only to the extent that it is more restrictive than this Declaration.

12.06 TITLE HOLDING LAND TRUST: In the event title to any Dwelling Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Dwelling Unit. 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 Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit.

12.07 LIBERAL CONSTRUCTION: 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 townhome development.

12.08 CONTRACT SALES: In the event of any resale of a Dwelling Unit within the Association pursuant to an installment contract for purchase, also referred to as a land contract, Articles of Agreement, Contract for Deed or similar name, the seller shall notify the Board of Directors and comply with the following criteria to the Board's satisfaction prior to occupancy:

- (i) A certified copy or duplicate copy of the installment contract must be recorded in the Office of the Recorder of Deeds in Cook County, Illinois.
- (ii) A recorded copy and Recorder's receipt must be submitted to the Board.

(iii) Seller must provide Buyer with title insurance from a national insured title company for Articles of Agreement.

(iv) Seller must provide a conventional form closing statement signed by Buyer and Seller and/or their attorneys.

(v) Seller must provide Buyer with an amortization schedule showing the table of payments.

(vi) Seller must verify that they have executed a Deed to Buyer and that the original is being held in escrow, with a true and accurate copy provided to the Board at the time of closing.

(vii) A statement shall be submitted indicating whether Seller or Buyer retains the right to vote, pay real estate taxes, assessments and insurance.

In the event it is proven that this transaction is a sham intended to avoid any policies restricting or limiting leasing, or for any other reason, all occupants shall be obligated to vacate the premises upon five (5) days written notice. In the event legal action is necessary to terminate occupants' and Owners' right of possession, the Owner shall be liable for all of the Association's attorneys' fees and costs.

In addition to the aforesaid, the Board reserves the right to levy a lump-sum or daily fine for the violation of this policy including, but not limited to, a daily fine relating back to the date of first notification to the Board of said transaction. Fines shall not exceed \$500 per day.

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 and serve on the Board of Directors.

12.09 TAX REDUCTIONS: Upon authorization by a simple majority vote of the members of the Board, the Board of Directors acting on behalf of all Owners shall have the power to seek relief from or in connection with the assessment or levy of any such taxes, special assessments or charges, and to charge and collect all expenses, including attorneys' fees and costs, incurred in connection therewith to Owners as a Townhome expense.

ARTICLE XIII **PARKWAY, BIKE PATH, PARK AND ADDITIONAL COMMUNITY AREA**

13.01 SHARED EASEMENT AREAS: The Windings of Willow Ridge Community Association, and its members, successors and assigns have a permanent, non exclusive easement over, along and upon the Bike Path, Park Areas, Tree Preservation Areas, pond, and other common area for recreational and other reasonable use and enjoyment purposes, subject to all applicable laws and ordinances

and such additional reasonable rules and regulations as may from time to time be prescribed by the Townhome Association. Such use of easement and rights conferred hereby shall be in common with rights of the Townhome Association and its members to likewise use and enjoy all such additional Community Areas. The easement granted hereby pertains and applies only to such additional Community Areas and does not apply or extend to any other Community Area of the Townhome Association or its property.

The Windings of Willow Ridge Community Association, hereby acknowledges, confirms and agrees that the Grantor Townhome Association shall have full power and authority to operate, administer, manage, improve, maintain, and regulate such aforementioned additional Community Areas that are subject of this easement. Relative thereto and anything to the contrary set forth herein or in the Declaration or Single Family Declaration notwithstanding, however, the parties acknowledge, confirm and agree that Lot 63 and Lot 41 shall at all times be kept and maintained in a "park like" condition unless, except and until Townhome Association and Single Family Association otherwise expressly agree in writing. As and when the Townhome Association formulates, amends or supplements any such applicable rules and/or regulations with respect to such additional Community Areas, the Townhome Association shall provide the Single Family Association with at least thirty (30) days advance written notice thereof and an opportunity to render advisory comment. Such comment, if any, by the Single Family Association, however, shall be for advisory and informative purposes only and the Townhome Association shall have sole ultimate decision making authority regarding any such rules and regulations and the administration and operation of such additional Community Areas.

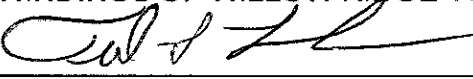
Dedication or transfer of such additional Community Area is subject to the requirements provided in Section 3.06 of this Declaration. Any entity who agrees to the dedication or transfer shall take the area at issue subject to the permanent easement for the Single Family Home Association.

13.02 SINGLE FAMILY ASSOCIATION'S DUTY TO PAY PRORATED COSTS AND EXPENSES OF ADDITIONAL COMMUNITY AREAS: In consideration and return for the foregoing grant of easement and the appurtenant rights and benefits thereof, the Grantee Single Family Association agrees that such Single Family Association and its members shall be liable for the prorated cost and expense of improvement, administration, maintenance, insurance, repair and upkeep of such Bike Path, Park Areas, Tree Preservation Areas, and other such additional Community Areas that is subject hereof. Relative thereto, the Townhome Association shall have the right to assess and collect from the Single Family Association a regular and/or special assessment for a prorated share (calculated at a ratio of 37/166th) of the aforementioned total costs and expense. The Townhome Association is responsible for the balance (i.e. 129/166th) of such cost and expense. Such assessment to the Single Family Association may be rendered and charged not more frequently than on a calendar quarter basis, but in any event, at least on an annual basis. The Grantee Single Family Association shall have forty-five (45) days from and after the issuance of

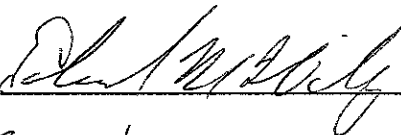
any invoice or statement for such assessment to pay the same. Additionally, the Townhome Association shall provide a reasonable accounting for the determination of any such assessments as and when requested by the Single Family Association. The Single Family Association also shall be named as an additional insured on any insurance policies carried by the townhome Association with respect to such additional Community Areas.

IN WITNESS WHEREOF, the Association has executed this Amended and Restated Declaration effective as of the date first written above.

THE WINDINGS OF WILLOW RIDGE TOWNHOMES

By: 

Its: President

Attest: 

Its: Secretary

EXHIBIT "A"
THE WINDINGS OF WILLOW RIDGE TOWNHOMES

PARCEL 1: WINDINGS - TOWNHOMES - PHASE ONE:

LOTS 38 THROUGH 46, BOTH INCLUSIVE; LOTS 54 THROUGH 61, BOTH INCLUSIVE; OUTLOT A; OUTLOT B; AND ALL OF THAT PART OF LOT 62 (ALSO KNOWN AS SANTA FE LANE) FALLING WITHIN THE WINDINGS OF WILLOW RIDGE, BEING A RESUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 9, 1999 AS DOCUMENT NO. 9922573, IN COOK COUNTY, ILLINOIS.

PARCEL 2: WINDINGS - TOWNHOMES - PHASE TWO:

LOTS 47, 48, 49, 50, 51, 52 AND 53 AND ALL OF THAT PART OF LOT 62 (ALSO KNOWN AS SANTA FE COURT) FALLING WITHIN THE WINDINGS OF WILLOW RIDGE, PHASE TWO, BEING A RESUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 22, 1999 AS DOCUMENT NO. 99095991, IN COOK COUNTY, ILLINOIS.

P.I.N. 23-06-300-003; 23-06-300-004; 23-06-301-001; 23-06-301-002; 23-06-301-003; 23-06-400001 AND 23-06-40-002 (ALL UNDERLYING)

COMMON ADDRESS:

APPROX. 21.619+/- ACRES AT OR NEAR 91ST STREET,
WILLOW SPRINGS, ILLINOIS
(KNOWN AS "WINDINGS OF WILLOW RIDGE")

EXHIBIT "B"
WINDINGS OF WILLOW RIDGE TOWNHOME ASSOCIATION

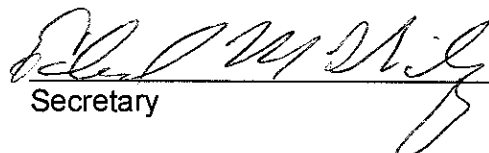
Pin Numbers	Property Location	Description
23-06-300-008-0000	98 Santa Fe Lane	Large triangular Parcel East of RR Tracks
23-06-300-010-0000	98 Santa Fe Lane	Small triangular Parcel East of RR Tracks
23-06-303-049-0000	98 Santa Fe Lane	Park (Intersection of SFL & WTD)
23-06-303-055-0000	98 Santa Fe Lane	Private Streets (SFL & SFC)
23-06-303-061-0000	180 Santa Fe Lane	Building #8
23-06-303-068-0000	168 Santa Fe Lane	Building #7
23-06-303-075-0000	156 Santa Fe Lane	Building #6
23-06-303-082-0000	124 Santa Fe Lane	Building #3
23-06-303-089-0000	112 Santa Fe Lane	Building #2
23-06-303-096-0000	223 Winding Trails Drive	Building #9
23-06-303-102-0000	213 Winding Trails Drive	Building #10
23-06-303-109-0000	199 Winding Trails Drive	Building #11
23-06-303-116-0000	103 Santa Fe Lane	Building #12
23-06-303-122-0000	113 Santa Fe Lane	Building #13
23-06-303-129-0000	125 Santa Fe Lane	Building #14
23-06-303-136-0000	137 Santa Fe Lane	Building #15
23-06-303-143-0000	161 Santa Fe Lane	Building #17
23-06-303-150-0000	100 Santa Fe Lane	Building #1
23-06-303-157-0000	149 Santa Fe Lane	Building #16
23-06-303-163-0000	146 Santa Fe Lane	Building #5
23-06-303-169-0000	136 Santa Fe Lane	Building #4
23-06-304-001-0000	98 Santa Fe Lane	Pond, tree preserve & field behind SFH's
23-06-402-015-0000	173 Santa Fe Lane	Building #18
23-06-402-021-0000	185 Santa Fe Lane	Building #19
23-06-402-028-0000	81 Santa Fe Court	Building #20
23-06-402-034-0000	80 Santa Fe Court	Building #22
23-06-402-040-0000	90 Santa Fe Court	Building #23
23-06-402-046-0000	70 Santa Fe Court	Building #21

EXHIBIT C

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Edward M Wiley, do hereby certify that I am the duly elected and qualified secretary for the Windings of Willow Ridge Townhome Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration for the Windings of Willow Ridge Townhome Association, was duly approved by 60% of the 129 Voting Members of the owners, in accordance with Article IX, Section 9.01 the Declaration.


Secretary

Dated at Willow Springs, Illinois this
19 day of June, 2010.