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AMENDED AND RESTATED
MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS AND
RIGHTS FOR THE ENCLAVE AT GALEWOOD
CROSSINGS

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AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS
FOR THE ENCLAVE AT GALEWOOD CROSSINGS

The Master Declaration of Covenants, Conditions, Restrictions, Easements and Rights for the Enclave at Galewood Crossing Master Association was recorded in Cook County, Illinois on December 10, 2007 as Document Number 0734434123 (the "Original Declaration"), thus creating the Enclave at Galewood Crossing Master Association ("Association").

As provided by Article 10, Section 10.3 of the Original Declaration, the covenants, conditions, easements, rights and restrictions of the Declaration may be amended by an instrument signed by those Members entitled to cast seventy-five percent (75%) of the total votes and then properly recorded.

This Amended and Restated Declaration was approved by those Members entitled to cast at least seventy-five percent (75%) of the total votes.

NOW, THEREFORE, the Declaration is hereby amended and restated to be and read, in its entirety, as follows:

ARTICLE 1
DEFINITIONS

"Association" shall mean and refer to an Illinois not-for-profit corporation, its successors and assigns known by the name of "THE ENCLAVE AT GALE WOOD CROSSINGS MASTER ASSOCIATION". All Residential Unit Owners shall be members of the Association, as more particularly described in this Declaration.

"Association Maintained Areas" shall mean the Common Area Lots, Association Maintained Sewer Mains, the Association Maintained Retaining Walls, and the Association Maintained Sidewalk Areas.

"Association Maintained Sewer Mains" shall mean those sanitary sewer mains and storm sewer mains which are located on a Townhome Common Lot or a Residential Lot as follows: (1) the sanitary sewer main running within the "sanitary easement" (as such easement is depicted on the Plat) on Lots 1 through 10, inclusive; and (2) the storm sewer main that runs in between Lot 132 and Lot 133 on Lot 164. Except as otherwise provided herein, the Association Maintained Sewer Mains shall be maintained by the Association notwithstanding their location on a Townhome Common Lot or a Residential Lot.

"Association Maintained Retaining Walls" shall mean those retaining walls which are located within the "sanitary easement" (as such easement is depicted on the Plat) on Lots 1 through 10, inclusive. Except as otherwise provided herein, the Association Maintained Retaining Walls shall be maintained by the Association notwithstanding their location on a Residential Lot.

“Association Maintained Sidewalk Areas” shall mean: (1) the sidewalk located on Lots 1 through 5, inclusive and Lots 6 through 10, inclusive; and (2) that portion of the sidewalk located in the Laramie Avenue right of way which abuts the Subdivision. Except as otherwise provided herein, the Association Maintained Sidewalk Areas shall be maintained by the Association notwithstanding their location on Residential Lots or the public right-of-way.

“Board” shall mean the Board of Directors of the Association as constituted at any time or from time to time, in accordance with the applicable provisions of Article 3.

“Building” shall mean a structure which contains one or more Residential Units and is located on one Residential Lot.

“By-Laws” shall mean the By-Laws of THE ENCLAVE AT GALE WOOD CROSSINGS MASTER ASSOCIATION, a copy of which is attached as Exhibit E hereto and by this reference made a part hereof.

“City” shall mean the City of Chicago, a municipal corporation.

“Common Area Lots” shall mean Lots 15, 162, 166, 167 and 169 which are legally described on Exhibit C attached hereto. The Common Area Lots shall be owned by the Association and shall be for the exclusive use and possession of the Residential Unit Owners.

“Condominium Association” shall mean and refer to an Illinois not-for-profit corporation formed pursuant to the Illinois Condominium Property Act to administer the common elements of a condominium located on one or more Condominium Lots.

“Condominium Declaration” shall mean and refer to a declaration of condominium pursuant to which a condominium is formed.

“Condominium Lot” shall mean a Residential Lot upon which one or more Condominium Units are situated.

“Condominium Unit” shall mean a residential housing unit consisting of one or more rooms which are designed or intended for the exclusive use as living quarters for one family and which is located within a Building on one Residential Lot which Building and Residential Lot have, pursuant to the terms and provisions of a separate Condominium Declaration been submitted to the Illinois Condominium Property Act. Each Condominium Unit shall be governed by and subject to the terms and provisions of a separate Condominium Declaration, in addition to the terms and provisions of this Declaration.

“Declarant” shall mean and refer to RSD GALE WOOD, LLC, an Illinois limited liability company.

“Declaration” shall mean this Master Declaration of Covenants, Conditions, Restrictions, Easements and Rights for The Enclave at Galewood Crossings.

“Eligible Mortgage Holder” shall mean each holder of a first mortgage on a Residential Lot or Residential Unit that has requested in writing that the Association notify it of any proposed action that requires consent of a specified percentage of mortgage holders.

“Emergency Access Easement” shall mean that certain Easement Agreement dated October 30, 2007 and recorded November 7, 2007 as document number 0731133107 in the Office of the Recorder of Deeds of Cook County, Illinois between RSD Galewood, LLC and Kerasotes Showplace Theatres, LLC providing mutual easements for emergency access between the Property and the property immediately adjacent to the west.

“Flat Building” shall mean a multi-story residential housing Building that is divided into two (2) or more residential housing units.

“Lot” shall mean and refer to a platted lot of record shown on the Plat of Subdivision.

“Material Amendment” shall mean any amendment to this Declaration, the By-Laws or the Association's articles of incorporation that would change any of the following in a manner other than as expressly provided herein: voting rights in the Association; assessment liens; subordination of assessments liens; rights to, or use of, any portion of the Common Area Lots; termination of the legal status of the Association or the Property following substantial destruction or condemnation; or any provisions that expressly benefit holders, insurers or guarantors of mortgages secured by portions of the Property.

“Member” shall mean and refer to any person or entity who holds membership in the Association.

“Metra Easement” shall mean that certain easement agreement dated November 7, 2007 and recorded November 6, 2007 as document number 0731122072 in the Office of the Recorder of Deeds of Cook County, Illinois between RSD Galewood, LLC and the Commuter Rail Division of the Regional Transportation Authority (“Metra”) providing access across portions of Lot 169 from Laramie Avenue to the property immediately adjacent to and north of the Property.

“NFR Letter” shall mean those certain "No Further Remediation" letters issued by the Illinois Environmental Protection Agency in response to the performance of certain environmental remediation work and submission by Declarant of environmental remediation reports, including the several Remedial Action Completion Reports issued for various portions of the Property and to be recorded upon their issuance against title to the relevant portions Property in the Office of the Recorder of Deeds of Cook County, Illinois, within the time specified therein. Upon completion of construction of every Building to be constructed within the Property, at least one NFR letter will have been issued and recorded against title to every Lot.

“Occupant” shall mean any person or persons other than the Residential Unit Owner in possession of a Residential Unit.

“Percentage Interest” shall mean each Residential Unit Owner's share of the Association Assessment, as set forth for that Residential Unit Owner's Residential Lot in Exhibit

E attached hereto and made apart hereof, provided, however, that in the event that a Residential Lot containing a Flat Building is subjected to a Condominium Declaration, the Percentage Interest for each Condominium Unit in such condominium shall be equal to the Percentage Interest for the Residential Lot upon which such condominium is located divided by the number of Condominium Units created by said Condominium Declaration (to the end that each Condominium Unit on that Residential Lot would have the same Percentage Interest and the aggregate total Percentage Interests of all Condominium Units on that Residential Lot would equal the Percentage Interest for that Residential Lot as set forth on Exhibit E attached hereto).

“Plat of Subdivision” shall mean the Galewood Residential Plat of Subdivision recorded March 29, 2007 as document number 0708815072 in the Office of the Recorder of Deeds of Cook County, Illinois, as the same may be amended from time to time.

“Property” shall mean and refer to that certain real estate described in Exhibit A attached hereto and by this reference made a part hereof and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and the Association.

“Residential Lot” shall mean each of Lots 1-14 and 16-161, as legally described on Exhibit B attached hereto. Each Residential Lot is intended to be improved or is currently improved with either a Single Family Unit, a Flat Building (which may or may not contain Condominium Units, or a Townhome Unit.

“Residential Maintained Landscape Area” shall mean the area generally referred to as a parkway or more particularly the landscape area in the front or side of a Building located between a Residential Lot sidewalk and the roadway and between the lot lines of the Residential Lot if those lot lines were extended to the roadway. Except as otherwise provided herein, the Residential Maintained Landscape Areas shall be maintained by the Residential Unit Owners despite its location within the Common Area Lots.

“Residential Unit” shall mean (i) a Single Family Unit, (ii) a Flat Building that has a single owner and does not contain Condominium Units, (iii) a Townhome Unit or (iv) a Condominium Unit, if any.

“Residential Unit Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Residential Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

“Sewer Covenant” shall mean that certain Covenant dated March 1, 2007 and recorded March 8, 2007 as document number 0706739002 in the Office of the Recorder of Deeds of Cook County, Illinois.

“Single Family Unit” shall mean a detached residential housing Building consisting of a group of rooms which are designed or intended for the exclusive use as living quarters for one family and which is located on a single Residential Lot.

“Townhome Association” shall mean and refer to the Illinois not-for-profit corporation to be formed to own the Townhome Common Lots and to administer maintenance of the Townhome Common Lots and any common exterior walls, roofs and similar elements of a group of Townhome Units contiguous and adjacent to each other and/or to one Townhome Common Lot.

“Townhome Common Lots” shall mean Lots 163, 164, 165 and 168 as legally described on Exhibit D attached hereto. The Townhome Common Lots shall be owned by the Townhome Association and shall be for the exclusive use and possession of the Residential Unit Owners which are members in the Townhome Association, as more particularly described in the townhome declaration of covenants, conditions, restrictions and easements for the Townhome Units.

“Townhome Unit” shall mean an attached residential housing Building consisting of one or more rooms which are designed or intended for the exclusive use as living quarters for one family and which is located upon a separate Residential Lot even though such Townhome Unit shares a common exterior wall, roof or other structural or common component with one or more other Townhome Units. Each Townhome Unit shall be governed by and subject to the terms and provisions of the declaration of covenants, conditions, restrictions and easements applicable to the Townhome Units, in addition to the terms and provisions of this Declaration.

ARTICLE 2 **MEMBERSHIP**

Every Residential Unit Owner, including a contract seller, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Residential Unit Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Residential Unit which is subject to assessment by the Association. Ownership of such Residential Unit shall be the sole qualification of membership.

ARTICLE 3 **VOTING RIGHTS AND BOARD OF DIRECTORS**

3.1 The Association shall have one class of voting membership.

3.2 The Association shall have a Board of five (5) Directors who shall be elected by the Members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide. Each member of the Board shall be one of the Residential Unit Owners; provided, however, that in the event a Residential Unit Owner is a corporation, partnership, trust, limited liability company, or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, manager, officer or member of such limited liability company, or manager or principal of such legal entity, shall be eligible to serve as a member of the Board. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the

Association under the direction of the Board, all as provided for in the By-Laws. Except as expressly otherwise provided by the Association's articles of incorporation, this Declaration or the By-Laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board from time to time and its officers under the direction of the Board, and shall not be subject to any requirement of approval on the part of its Members. The articles of incorporation and By-Laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

3.3 The Association, being a not-for-profit corporation, shall not distribute to its Members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required for current expenditures or for such reserves, the next monthly assessments may, in the discretion of the Board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of, or increase in, such assessments when required, but such reinstatement or increase shall not be retroactive.

3.4 Whenever possible, the Association shall perform its functions and carry out its duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the Board shall determine, which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the Board shall determine from time to time. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Property or any part thereof. The Association itself shall also have power to perform its functions and carry out its duties.

3.5 The Association, through the resolutions of the Board, shall have the right to adopt rules and regulations governing the Residential Units and the Common Area Lots and the use thereof; provided, however, that no rule or regulation shall conflict with this Declaration, or any applicable laws, ordinances or codes.

3.6 A copy of this Declaration, the By-Laws and the Association's books, records and financial statements to be kept by the Board shall be available for inspection by any Residential Unit Owner or any representative of a Residential Unit Owner duly authorized in writing, or any holder, insurer or guarantor of a first mortgage lien on a Residential Unit at such reasonable time or times during the normal business hours as may be requested by the Residential Unit Owner or by the holder of said first mortgage lien.

3.7 Neither the Directors nor the officers of the Association shall be liable to the Residential Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever made by such individuals as such Directors and officers, except for any acts or omissions finally adjudged by a court of competent jurisdiction to constitute gross negligence or fraud. The Residential Unit Owners (including the Directors and the officers of the Association in their capacity as Residential Unit Owners) shall indemnify and hold harmless each of the Directors and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Residential Unit Owners or arising out of their status as Directors or officers of

the Association, unless any such contract or act shall have been finally adjudged by a court of competent jurisdiction to have been made 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, attorneys' fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any Director or officer of the Association may be involved by virtue of such persons being or having been such Director or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of such person's duties as such Director or officer, or (b) 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 gross negligence or fraud in the performance of such person's duties as such Director or officer. It is also intended that the liability of each Residential Unit Owner arising out of any contract made by, or other acts of, the Board or officers of the Association, or out of the aforesaid indemnity in favor of the Directors or officers of the Association, shall be limited to an amount equal to the total liability thereunder multiplied by such Unit Owner's Percentage Interest. Every agreement made by the Board on behalf of the Residential Unit Owners shall be deemed to provide that the Directors are acting only as agents for the Residential Unit Owners, and shall have no personal liability thereunder (except as Residential Owners) and that each Residential Unit Owner's liability thereunder shall be limited to an amount equal to the total liability thereunder multiplied by such Unit Owner's Percentage Interest.

3.8 One or more Condominium Associations may be formed in connection with the establishment of one or more condominiums with respect to the Flat Buildings, and each such condominium shall be governed by, and be subject to, the terms and provisions of a separate Condominium Declaration creating easements, establishing restrictions and governing matters pertaining to the common elements and other rights and obligations of said condominium. In addition to strictly complying with all provisions of the Condominium Property Act of the State of Illinois, each Condominium Declaration shall specifically include those provisions set forth in Exhibit G attached to the Original Declaration and by this reference made a part hereof. The formation of such condominiums and Condominium Associations, as well as the recording of appropriate Condominium Declarations shall be in addition to, and in no way in lieu of, the restrictions, easements and covenants contained herein. In the event of any conflict, ambiguity or contradiction between the terms of this Declaration and the terms of any such Condominium Declaration, the terms of this Declaration shall in all cases control and prevail.

3.09 A Townhome Association has been formed: (i) in connection with the establishment of a grouping of Residential Units; and (ii) to administer maintenance of the Townhome Common Lots and applicable common exterior walls, roofs and similar elements and that such grouping, ownership and maintenance responsibilities shall be governed by, and subject to, the terms and provisions of a declaration of covenants, conditions, restrictions and easements creating easements, establishing restrictions and governing other matters pertaining to the maintenance of certain common features and the administration of other matters common to said grouping. The formation of such Townhome Association, as well as the recording of an

appropriate declaration of covenants, conditions, restrictions and easements, shall be in addition to, and in no way in lieu of, the restrictions, easements and covenants contained herein. In the event of any conflict, ambiguity or contradiction between the terms of this Declaration and the terms of such other declaration of covenants, conditions, restrictions and easements, the terms of this Declaration shall in all cases control and prevail.

ARTICLE 4
PROVISIONS RELATING TO THE COMMON AREA LOTS

4.1 **Description of the Common Area.** The Common Area Lots will include, among other things, alleys, lanes or roads providing access to certain Residential Units, the gated entry system, sidewalks, perimeter fencing, landscaping, the stormwater management facilities, storm sewer and related appurtenances, water main and related appurtenances and sanitary sewer and related appurtenances, play areas, a tot lot, parks, a dog park, open space and other improvements, all as may be located on the Common Area Lots. The Common Area Lots are intended to be for the non-exclusive mutual use and enjoyment of all Residential Unit Owners.

4.2 Every Residential Unit Owner and such Residential Unit Owner's tenants, guests and invitees shall have a non-exclusive right and easement of ingress and egress in, over, upon and to, and use and enjoyment of, all portions of each Common Area Lot and all portions of each Common Area Lot shall be held for the use and benefit of each Residential Unit. Vehicular, bicycle and other means of access (other than pedestrian access) shall be limited to those portions of each Common Area Lot specifically improved for such purpose (e.g., those portions of the Common Area Lots improved with roadways, walkways, etc.) and shall not be permitted in any other location. Further, no active recreational use (e.g., picnics, play areas and similar activities of any type or description) shall be permitted on any Common Area Lot unless such Common Area Lot is specifically improved for such purpose (e.g., tot lots). The use and enjoyment of the Common Area Lots shall be subject to such reasonable rules and regulations as are adopted from time to time by the Association; provided, however, that in no event shall any rule or regulation have the effect of reducing or adversely affecting the obligations of the Association to maintain all portions of the Common Area Lots. The aforesaid non-exclusive right and easement shall be appurtenant to and shall pass with the title to every Residential Unit, subject to the following reserved rights and easements in favor of the parties specified below:

(a) The right of the Association as legal titleholder thereto to dedicate or transfer all or any part of any Common Area Lot to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been recorded, which instrument has been signed by the Board (after approval of those Residential Unit Owners who hold not less than three-fourths (3/4) of the votes of the membership).

(b) The rights of Metra under the Metra Easement.

(c) The Association hereby reserves the right, without the necessity of having to obtain any Member's consent, to grant, at any time and from time to time after title to

the Common Area Lots have been conveyed to the Association, utility easement(s) for sanitary and storm sewers, water, gas, electricity, telephone, cable television and any other necessary public or municipal service over, through, upon and across all or any portion of any Common Area Lot, all upon such terms and conditions as the Board deems necessary or appropriate.

(d) As part of the overall program of development of the Property into a residential community and to encourage the marketing and construction thereof, at any time until the completion off the development of the Property, Declarant hereby reserves for itself, its contractors and their respective subcontractors, agents and employees the right and easement of ingress and egress and of access and use in, over, upon, under and across each and every portion of the Common Area Lots, for sales, marketing and construction purposes, as well as the right and easement of use of certain Residential Lots and facilities thereof, all without charge during the entire sales, marketing and construction period on the Property.

4.3 Improvement of the Association Maintained Areas.

(a) Declarant shall initially cause to be constructed, installed, renovated and/or located upon the Association Maintained Areas (including the Common Area Lots) such landscaping, private streets and lanes, perimeter fencing, the gated entry system, tot lots and play areas, benches, sidewalks, roadways, storm water retention or detention vaults and other improvements, all as Declarant shall from time to time determine to be necessary, appropriate or desirable or to be required by governmental laws, ordinances and regulations as shall be in effect during, and applicable to, the development of the Property. The Association shall have the right, subject to obtaining the approval of a majority of the Members, to further improve the Association Maintained Areas in a manner consistent with the intent and purpose of this Declaration or as required or permitted by any governmental laws, ordinances or regulations then in effect.

(b) In the event, in the course of undertaking the construction, installation and/or location of improvements permitted hereunder on a Residential Lot or a Common Area Lot, a Residential Unit Owner (or anyone undertaking such construction, installation and/or location on behalf of a Residential Unit Owner) causes damage to a Common Area Lot or other portions of the Association Maintained Areas which, in the opinion of the Board, requires the repair or restoration thereof, such restoration or repairs shall be undertaken by the Association and such Residential Unit Owner shall reimburse the Association for the Association's costs of such repair or restoration within thirty (30) days of receipt of a written invoice from the Association therefor, and in the event such Residential Unit Owner fails to pay the amounts the Association incurs to undertake such repair or restoration within said thirty (30) days, such amounts, together with interest and all reasonable costs of collection, including attorneys' fees and litigation expenses, shall become a lien upon such Residential Unit Owner's Residential Unit (if a Condominium Unit) or upon such Residential Unit Owner's Residential Unit and Residential Lot,

enforceable by an action similar to the type of action instituted to foreclose the lien of a mortgage or deed of trust on real property.

(c) If, due to the willful misconduct or negligent act or omission of a Residential Unit Owner, or of a member of such Residential Unit Owner's family or household pet or of a guest or other authorized occupant or visitor of such Residential Unit Owner, damage shall be caused to: (i) the Common Area Lots, or (ii) a Residential Unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be charged to the Association, then such Residential Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

4.4 **City Easement.** An irrevocable license and non-exclusive easement is hereby granted to the City and, as applicable, its police, fire, water, public works, engineering, development, health and other authorized officials, employees and vehicles, to go upon the Property, including the Common Area Lots, at any time and from time to time for the purpose of performance of official duties and emergency services and for the purpose of enforcing this Declaration and all applicable ordinances, rules and regulations, and the statutes of the City of Chicago, County of Cook, State of Illinois and the United States and any easements and/or rights granted to the City hereunder or on the Sewer Covenant or on the Plat of Subdivision. In addition to those rights granted under the Sewer Covenant, duly designated officials and employees of the City are hereby also granted a nonexclusive easement to enter upon, on and over the Property, including the Common Area Lots, for the purposes of maintaining and repairing, except as otherwise provided hereunder, stormwater drainage and retention areas, storm and sanitary sewers, water mains, and any other utility or public service located or which may be located in the Common Area Lots or on any Residential Lot and to correct or eliminate nuisances or violations resulting from the failure to exercise maintenance responsibilities by Declarant or its successors and assigns, any Residential Unit Owner or the Association. Said easement rights shall be exercised only to the extent and for such period of time as is required to accomplish said maintenance or repair. Except in the event of emergency situations, the City shall serve written notice upon the Association setting forth the manner in which Declarant, a Residential Unit Owner or the Association has failed to comply with its obligations under this Declaration or the Plat of Subdivision. Said notice shall include a demand that such deficiency be cured within ten (10) days from the date such notice is received. If such deficiency has not been cured within said ten (10) days or any extension thereof granted by the City, the City may (but shall not be obligated to) exercise its easement rights under this Declaration by entering the Common Area Lots and the Residential Lots and performing such maintenance or repair that, in the sole and absolute opinion of the City, Declarant, a Residential Unit Owner or the Association has failed to perform on all or any portion of the Common Area Lots or any Residential Lot. The Association shall reimburse the City for all expenses, including all administrative costs and attorneys' fees, incurred by it in performing such maintenance or repair that, in the City's sole and absolute opinion, Declarant, a Residential Unit Owner or the Association has failed to perform on all or any portion of the Common Area Lots or on any Residential Lot. If the Association has not reimbursed the City in full for all such expenses incurred within thirty (30) days after receipt of a bill detailing such expenses, then the portion of the cost of such maintenance or repair not so reimbursed shall be assessed to the Residential Units and

Residential Lots (except in the case of Condominium Units) in accordance with their respective Percentage Interests, and shall become a lien upon such Residential Units/Residential Lots, which lien shall be in all respects subject and subordinate and junior to any prior mortgage recorded against all or any portion of such Residential Units/Residential Lots. Such lien may be enforced by all methods generally available for the enforcement of liens, including all methods available to the Association for enforcement of its lien rights hereunder, as well as by foreclosure through an action brought in a manner similar to the type of action instituted to foreclose the lien of a mortgage or deed of trust. The City shall be under no obligation to exercise the rights herein granted except as it shall determine to be in its best interest. No failure to exercise any right herein granted to the City shall be construed as a waiver of that or any other rights.

4.5 **Landscaping and Planting in the Common Area Lots.** No landscaping or planting shall be installed and/or located within the Common Area Lots which is inconsistent in character and concept with the other portions of the Property.

4.6 **Limitations on Easements and Rights in Common Area Lots.** Notwithstanding any provisions herein to the contrary, the easements and rights in the Common Area Lots and the Residential Lots herein created shall be subject to easements of record (or any recorded rights to grant additional easements) existing on the date hereof (including, but not limited to, the Emergency Access Easement, the Metra Easement, and the Sewer Covenant), any and all easements granted on the Plat of Subdivision and any easements which may hereafter be granted by Declarant or the Association to any public utilities or governmental bodies for the installation and maintenance of electrical, cable television and telephone conduit and lines, gas pipes, sewers or water mains and pipes and related appurtenances to the foregoing, or any other utility services serving any Residential Lot.

4.7 **Dedication of the Common Area Lots.** Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area Lots to or for any public use or purpose whatsoever.

4.8 **Easements to be Contained in Plat.** Easements for serving the Common Area Lots and other properties with public utilities and municipal services are contained in the Plat of Subdivision.

ARTICLE 5
MAINTENANCE OF ASSOCIATION MAINTAINED AREAS,
RESIDENTIAL LOTS AND RESIDENTIAL UNITS

5.1 **Maintenance of the Association Maintained Areas.**

(a) The Association shall carry out or cause to be performed all maintenance, improvement, snow removal, repair and replacement off the Association Maintained Areas, excluding those portions of any Common Area Lots or facilities located thereon which have been or are hereafter dedicated, donated or otherwise conveyed to the City, but including, without limitation, alleys, lanes or roads, all perimeter fencing, the gated entry system, sidewalks (including Association Maintained Sidewalk Areas), the

Association Maintained Retaining Walls, landscaping (except on the Residential Maintained Landscape Areas), the stormwater management facilities, play areas, tot lot, parks, dog park, open space, stormwater mains (including the Association Maintained Sewer Mains), watermains, sanitary sewer mains (including the Association Maintained Sewer Mains), underground stormwater vaults and other similar matters, whether or not specifically described or existing on the date hereof, except for repairs necessitated by the gross negligence or willful misconduct of one or more Residential Unit Owners or their respective invitees, permittees, Occupants, pets or guests, which shall be the responsibility of such Residential Unit Owners. The Association maintenance obligations shall also specifically include all maintenance obligations set forth in the Sewer Covenant.

(b) The Association shall have the obligation to monitor, maintain and repair all of the engineered barriers on the Common Area Lots described in the NFR Letter and to preserve the validity of the NFR Letter(s) applicable to the Common Area Lots, which obligations include, without limitation, engaging environmental consultants or contractors (including utility companies) working in subsurface areas located beneath such engineered barriers described in the NFR Letter to insure compliance with all requirements of the NFR Letter (including health and safety requirements) and that all replacement of, and other work undertaken with respect to, such engineered barriers is performed in a manner consistent with the NFR Letter and satisfactory to the Illinois Environmental Protection Agency and all other governmental agencies having jurisdiction over the Property.

(c) The Association shall have the right to ingress and egress over and upon the Common Area Lots and such portions of the Residential Lots as are necessary to obtain access to and undertake work on the Association Maintained Areas and for any and all purposes connected with the use, maintenance, repair, operation, improvement, replacement or reconstruction of the Association Maintained Areas, as well as the performance of all other maintenance, repairs and other responsibilities contemplated by this Declaration to be performed by the Association, including, without limitation, landscaping, fencing and snow removal. The Association shall exercise its rights contained herein in a manner so as to minimize inconvenience to the Residential Unit Owners. No Residential Unit Owner shall undertake or construct any improvements on such Residential Unit Owner's Residential Lot which unreasonably interferes with the rights of the Association herein contained.

5.2 Maintenance by the Residential Unit Owners.

(a) Each Residential Unit Owner shall have the obligation to maintain in good condition and repair such Residential Unit Owner's Residential Unit and all other permitted improvements located on such Residential Unit Owner's Residential Lot in accordance with the requirements of the applicable provisions of this Declaration; provided, however, that such obligation shall be undertaken by (i) the applicable Condominium Association for each Condominium Lot and the Flat Building Located thereon and (ii) the Townhome Association for the Townhome Units and the Residential

Lots on which those Townhome Units are located, if and to the extent so provided in the declaration and related documentation establishing such Townhome Association. Except as may otherwise be provided by the Illinois Condominium Property Act with respect to Condominium Lots upon the occurrence of damage or destruction to a Residential Unit, the Residential Unit Owner of a Residential Unit (or, as the case may be, the applicable Condominium Association or Townhome Association) shall be required to take promptly one of the following actions: restore or rebuild to the condition existing prior to such damage or destruction; raze and remove such improvements and landscape the affected Residential Lot in a sightly manner; or construct new improvements which comply with the terms of this Declaration. All landscaping on any Residential Lot shall be consistent with the terms of this Declaration. With respect to each Residential Lot, all Residential Unit Owners of such Residential Lot, or the applicable Condominium Association or Townhome Association, shall (i) mow the lawn, (ii) prune all trees and shrubs, (iii) remove snow in accordance with Section 5.2(b) below, (iv) maintain all Residential Maintained Landscape Areas and (v) maintain all landscaping, fences, driveways, Buildings and other improvements in good and sightly condition. Upon the failure of any Residential Unit Owner (or Condominium Association or Townhome Association as aforesaid) to so maintain such Residential Lot in a manner satisfactory to the Association (including all matters set forth in this Section 5.2), the Association, through its agents and employees, is hereby granted the right to enter upon such Residential Lot and make such reasonable repairs, maintenance, rehabilitation or restoration thereof as may be necessary, and the costs thereof shall become a lien upon such Residential Unit(s) and the applicable Residential Lot(s) in the same manner as provided in Article 6 for nonpayment of maintenance assessments.

(b) Each Residential Unit Owner (or the applicable Townhome Association or Condominium Association), at its expense, shall be responsible for snow removal on all driveways and sidewalks on such Residential Unit Owner's Residential Lot (except for the Association Maintained Sidewalk Areas) and the disposal thereof or storage of such snow in appropriate areas. Each Townhome Association shall be responsible for snow removal over all property subject to such Townhome Association including the Townhome Common Lots (and the disposal thereof or storage of such snow in appropriate areas of the Townhome Common Lots). If any Residential Unit Owner or Townhome or Condominium Association fails to remove snow from its property when such snow removal is reasonably required, the Association may, but shall not be obligated to, remove such snow, and the costs thereof shall become a lien upon the applicable Residential Unit and Residential Lot or property subject to the Townhome Association or Condominium Association in the same manner as provided in Article 6 for nonpayment off maintenance assessments.

(c) Each Residential Unit Owner, at its expense, shall be responsible for maintaining the water service line and the sanitary sewer line serving his/her Residential Unit, except to the extent such Residential Unit is a Townhome Unit or a Condominium Unit, in which case, the foregoing obligation shall be borne by the Townhome Association or the applicable Condominium Association, as the case may be.

(d) Within the Property, there are storm water service lines located in between adjacent Flat Buildings and serving those Flat Buildings. Accordingly, each of the Residential Unit Owners owning a Flat Building (or in the case that the Flat Building has been subjected to the Illinois Condominium Act, then the applicable Condominium Association), at their expense, shall be jointly responsible for maintaining the stormwater service line serving the two (2) adjacent Flat Buildings and the cost of maintaining the stormwater service line shall be shared between such Residential Unit Owners owning such Flat Buildings (or the Condominium Association(s), as applicable). If one of the Residential Unit Owners or Condominium Associations incurs any expense in maintaining such stormwater service line and the other Residential Unit Owner or Condominium Association fails pay its share of such maintenance expense within thirty (30) days of request therefor by the maintaining Residential Unit Owner or Condominium Association, such amounts, together with interest and all reasonable costs of collection, including attorneys' fees and litigation expenses, shall become a lien upon such each failing to pay Residential Unit Owner's Residential Unit which the maintaining Residential Unit Owner or Condominium Association shall be entitled to enforce by an action similar to the type of action instituted to foreclose the lien of a mortgage or deed of trust on real property.

(e) At various locations on the Property (such location always straddling the side yard lot line between two Residential Units), there exists a "depression" to provide light and ventilation to the basement windows of such Residential Units. In each of these depressions, there are two yard drains (one of which connects to the sump pit of one of the Residential Units and the other of which connects to the sump pit of the 'other' Residential Unit). Each Residential Unit Owner, at its expense, shall be responsible for maintaining the side yard drain that connects to the sump pit located in their Building. If any Residential Unit Owner fails to maintain their yard drain, the adjacent Residential Unit Owner who shares the "depression" containing that drain may undertake such maintenance as required and recover the expense of such maintenance from the Residential Unit Owner who failed to maintain his drain. If any Residential Unit Owner who did not maintain his drain fails to reimburse his adjacent Residential Unit Owner for maintaining his drain within thirty (30) days of demand therefor made by the maintaining Residential Unit Owner, such amounts, together with interest and all reasonable costs of collection, including attorneys' fees and litigation expenses, shall become a lien upon such failing to pay Residential Unit Owner's Residential Unit which the maintaining Residential Unit Owner shall be entitled to enforce by an action similar to the type of action instituted to foreclose the lien of a mortgage or deed of trust on real property. In the event that the foregoing condition exists between properties, one or both of which are Flat Buildings which have been subjected to the to the Illinois Condominium Act, then the foregoing references to a "Residential Unit Owner" shall be deemed to apply to the applicable Condominium Association

(f) Each Residential Unit Owner shall be responsible for all maintenance and repairs to the Property, including, without limitation, maintenance and repairs to the Association Maintained Areas, that are caused by the gross negligence or willful

misconduct of such Residential Unit Owner or its pets, invitees, permittees, Occupants or guests.

(g) Each Residential Unit Owner shall comply with and not undertake any action that would violate the terms of the NFR Letter applicable to such Residential Unit Owner's Residential Lot.

ARTICLE 6
COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 Declarant, for each Residential Unit owned within the Property, hereby covenants, and each Residential Unit Owner of any Residential Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association such Residential Unit's Percentage Interest of the following (the "Association Assessment"): (1) annual assessments to be fixed, established and collected from time to time as hereinafter provided; and (2) special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Residential Unit against which each such assessment is made. Each such assessment, together with such interest and costs of collection, including reasonable attorneys' fees, shall also be the personal obligation of the person who was the Residential Unit Owner of such Residential Unit at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

6.2 The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area Lots, and of the Residential Units situated upon the Property. Such uses shall include, but are not limited to, the cost to the Association of all insurance, repair, replacement and maintenance of Common Area Lots and other Association Maintained Areas, the cost of taxes on the Common Area Lots, and other facilities and activities and other charges required by this Declaration or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve fund for repair, maintenance, replacements, taxes, and other charges as specified herein. In addition, water, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Residential Unit Owners shall be paid for by the Association from the assessments levied hereunder. The Board reserves the right to levy additional assessments against any Residential Unit Owner to reimburse it for excessive use by such Residential Unit Owner of any utility service, the expense of which is included in the assessments.

6.3 At the time of closing of the sale of each Residential Unit by Declarant, the Residential Unit Owner shall pay (in addition to the first monthly assessment) to the manager or managing agent, or as otherwise directed by the Board, an amount equal to two (2) times the first

full monthly assessment for such Residential Unit Owner, which amount shall be used and applied as a working capital fund in the manner herein provided.

6.4 It is contemplated that the Property will have a "master water meter", the reading of which will dictate the total monthly water bill for the Property, and the Association shall be responsible for the payment of such water bill. In the event that the Residential Lots are not separately metered and the water bill is not directly charged to the Residential Unit Owners, then the Association shall include in the regular assessments on each Residential Lot a line item charge for water. In the event that the Residential Lots are separately metered but the water bill is not directly charged to the Residential Unit Owners, then the Association shall be responsible for reading each individual water meter and the Association shall levy an assessment on each Residential Lot in an amount equal to each Residential Lot's proportionate share (based on the meter reading) of such total water bill, plus any applicable administrative fees incurred relative to the reading of each meter. The Board reserves the right to levy additional assessments against any Residential Unit Owner to reimburse it for excessive use by such Residential Unit Owner of any utility service, the expense of which is included in the assessments.

6.5 In addition to the annual assessments authorized above, the Association may levy a special assessment for any proper Association purpose including but not limited to, the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, maintenance or replacement (including those items of maintenance and repair set forth in Section 5.1 hereof) of a described capital improvement upon any of the Association Maintained Areas.

6.6 Except as set forth in Paragraph 6.10 below, and notwithstanding the manner in which voting rights are apportioned as set forth in Article 3, the amount of both the annual and any special Association Assessment for each Residential Unit shall be allocated among the Residential Units in accordance with such Residential Unit's Percentage Interest. Such Association Assessment shall be levied, paid and collected on a monthly basis or on such other alternative payment schedule as the Board may establish in the manner provided in this Declaration.

6.7 The assessments provided for herein shall commence for all Residential Lots within the Property on the first day of the month following the conveyance of the first Residential Lot, except as otherwise provided in Section 6.10 hereof. A Residential Unit Owner shall first be liable for payment of the full monthly assessment on the 1st day of the month following conveyance of title to him. In addition, the first Residential Unit Owner of each Residential Unit shall also pay the prorated portion of the monthly assessment due for the month during which he acquires his Residential Unit, calculated as of the date title to his Residential Unit is conveyed.

6.8 Any assessments which are not paid when due shall be delinquent. Such assessments, interest and all costs of collection shall be a continuing lien upon the Residential Unit against which each such assessment was made. If the assessment is not paid within thirty (30) days after the due date, then (i) the amount of the assessment shall bear interest from the date of delinquency at the rate per annum which is the lesser of (a) eighteen percent (18%) and

(b) the maximum rate allowed by law, and (ii) in addition to said interest, the Association shall have the right, to be exercised in a nondiscriminatory manner, to charge a delinquent Residential Unit Owner a late fee of Twenty-Five and no/100 Dollars (\$25.00) for each month or portion thereof that said amount remains delinquent, said late fee to cover the Association's administrative costs in monitoring and collecting such amount. The Association may bring an action at law or in equity against the Residential Unit Owner personally obligated to pay the same, or foreclose the lien against the respective Residential Unit and interest, late fees, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each Residential Unit Owner, by his acceptance of a deed to a Residential Unit, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Residential Unit Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property.

6.9 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Residential Units and recorded prior to the due date of the delinquent assessment provided, however, that such prior recorded mortgage shall be subject to the lien of all unpaid assessments with respect to such Residential Unit which became due and payable subsequent to the first to occur of the date the holder of said mortgage (i) takes possession of the Residential Unit, (ii) accepts a conveyance of any interest in the Residential Unit and (iii) has a receiver appointed in a suit to foreclose his lien. The lien of the assessments shall not be affected by the sale or transfer of the corresponding Residential Unit unless the sale or transfer is pursuant to the foreclosure of the first mortgage thereon or a deed-in-lieu of foreclosure. In such a case, the transfer of title pursuant to the foreclosure shall extinguish the lien. However, neither the personal obligation of the transferor, if any, nor the resulting pro rata share of the burden of such non-payment or nonenforcement, imposed through a subsequent assessment, shall be affected.

6.10 With regard to all Residential Lots which are vacant or upon which Residential Units are being constructed or have been completed and to which title has not been conveyed by Declarant (the "Declarant Owned Lots"), Declarant shall pay all regular and other assessments in the same manner and at the same rate as all other Residential Unit Owners.

6.11 Notwithstanding that each Residential Unit Owner shall have the obligation to pay its Percentage Interest of the assessments with respect to such Residential Unit Owner's Residential Unit, the Association, at its sole option, may require that the Condominium Associations (if any) and Townhome Association pay the Association Assessment collectively for all of the Residential Unit Owners forming a part of the applicable Condominium Association or Townhome Association for purposes of the administrative convenience of the affected Residential Unit Owners and acting solely as a collection agent. In no event shall the amount of the Association Assessment collected by said Townhome Association or Condominium Association and paid to the Association be deemed a part of the assessment for such Townhome Association or Condominium Association. In the event a Residential Unit Owner is delinquent in the payment of any Association Assessment as provided in Section 6.8, the applicable Townhome Association or Condominium Association shall give timely notice of such

delinquency to the Association, in which event the lien of the Association for such delinquency shall only apply to the affected Residential Unit; however, in the event a Condominium Association or Townhome Association fails to pay the amount of the Association Assessment for each of the Residential Units located on the applicable Residential Lot and fails to timely deliver notice to the Association of the specific delinquent Residential Unit(s), the lien of the Association shall attach to all of the Residential Units of the Residential Unit Owners which are members of the applicable Condominium Association or Townhome Association. Any Association Assessment collected by Condominium Association or Townhome Association pursuant hereto shall be held in trust without any deduction or setoff and no such payment shall be deemed made to the Association until actually received by the Association. No Residential Unit Owner shall be relieved of personal liability for payment of the Association Assessment due to the failure of the applicable Condominium Association or Townhome Association to pay the same to the Association.

ARTICLE 7 **INSURANCE**

7.1 The Association shall be responsible for procuring and maintaining comprehensive general liability insurance, including liability for injuries to, and death of, persons and property damage in combined single limit amount not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence, including non-owned and hired automobile liability; umbrella liability insurance coverage in an amount not less than Two Million and no/100 Dollars (\$2,000,000.00); and other liability insurance as it may deem desirable, insuring the Association from liability in connection with the use of the Common Area Lots. In addition, the Association shall be responsible for maintaining such policies of insurance for the Common Area Lots against loss or damage by fire and such other hazards contained in a customary "Special Form" policy provided that such policies shall (i) provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association and all mortgagees of record of the Residential Units; (ii) provide that all mortgagees of record of the Residential Units shall have the right to pay overdue insurance premiums and to obtain new coverage in the event the existing insurance policy lapses; (iii) provide for coverage in the amount of one hundred percent (100%) of current full replacement value; and (iv) contain standard mortgage clause endorsements in favor of the mortgagee(s) of the Residential Units, as their respective interests may appear. Replacement cost shall be determined annually by an independent appraiser or by a method acceptable to the insurance company providing such coverage. The liability policy shall also name as insureds the Association's agents, officers, employees, and each Residential Unit Owner.

7.2 The Association shall be responsible for procuring and maintaining a fidelity bond insuring the Association, the Board and the Residential Unit Owners against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management agent or of any other person handling the funds of the Association, the Board or the Residential Unit Owners in such amounts as the Board shall deem necessary but not less than 150% of the annual operating expenses of the Association, including reserves. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide

that it may not be cancelled for non payment of any premiums or otherwise substantially modified without thirty (30) days prior written notice to all holders of first mortgages of record.

7.3 The Association shall also obtain and maintain Directors and Officers Liability Insurance and, if any portion of the Property falls within the Flood Zone A category, flood risk insurance. In addition, the Association may obtain such other kinds of insurance as the Association shall from time to time deem prudent in such amounts as the Association shall deem desirable including, but not limited to, the following: Earthquake risk and Workman's Compensation and Employer Liability.

ARTICLE 8 **INTERIM PROCEDURE**

Until each of the various Residential Units shall have been conveyed by Declarant to the first Residential Unit Owner thereof (or to such Residential Unit Owner's nominee), Declarant, with respect to each such unsold Residential Unit and as specified herein, shall have all the rights granted to and obligations imposed upon the Residential Unit Owners.

ARTICLE 9 **SPECIFIC RESTRICTIONS AND** **PROVISIONS RELATING TO USE AND IMPROVEMENT** **OF RESIDENTIAL LOTS AND COMMON AREA LOTS**

9.1 **City Requirements.** All Residential Units, accessory structures, additions thereto, and any other exterior aspect of a Residential Lot, whether original or replacement, temporary or permanent, shall be constructed, altered, restored, added to, located, remodeled, placed or installed in compliance with all applicable City ordinances and codes.

9.2 **Improvements on a Residential Lot.**

(a) All Residential Units and additions thereto, and all other exterior improvements, including, without limitation, fences, pools, sheds, outbuildings, play equipment, decks, patios and landscaping, whether original or replacement, temporary or permanent, shall be constructed, altered, restored, added to, located, remodeled on the exterior, placed or installed in a manner that: (i) shall preserve the architectural and aesthetic appearance of the Property; (ii) shall not impair the value of the property of all Residential Unit Owners; (iii) shall be undertaken in a manner that is consistent with the use of the Property as a quality residential subdivision; and (iv) shall be of quality, design, workmanship and materials which are compatible and harmonious with the Property. The Board shall have the right to compel a Residential Unit Owner to remove any improvements that are not of a harmonious nature with the remainder of the Property. Prior to constructing or altering improvements, Residential Unit Owners shall have the right to seek preapproval by the Board of such improvements or alterations; provided, however, that the Board shall have the right to disapprove any such improvements in its sole and absolute discretion.

(b) No existing Residential Unit or Residential Lot shall hereafter be combined with any other Residential Unit or Residential Lot without the express prior written consent of the Association, which consent may be granted or denied in the Association's sole and absolute discretion. Further, no existing Residential Unit or Residential Lot shall hereafter be divided to create more than one Residential Unit (except for the Flat Buildings, which may be divided or re-combined by the filing of a recording of a Condominium Declaration) or Residential Lot without the express prior written consent of the Association, which consent may be granted or denied in the Association's sole and absolute discretion. Any Residential Unit Owner who combines two or more Residential Units or Residential Lots or who divides a Residential Unit or Residential Lot to create two or more Residential Units or Residential Lots without the express prior written consent of the Association shall be liable for, and shall indemnify, defend and hold the Association harmless from and against, any loss, cost, damage or liability, including attorneys' fees and litigation expenses, incurred by the Association as a result of such unpermitted combination or division of Residential Units or Residential Lots. Any Residential Unit Owner who receives the Association's approval of any such combination or division as aforesaid shall thereafter obtain all required approvals under applicable laws. In the event of any such permitted combination, the voting rights (provided in Article 3) for the Residential Unit or Residential Lot resulting from said combination and the Association Assessment for such Residential Unit or Residential Lot shall equal the combined total of the Percentage Interests allocated to the applicable Residential Units or Residential Lots prior to such combination. In the event of any such permitted division, the voting rights (provided in Article 3) for each of the Residential Units or Residential Lots resulting from said division and the Association Assessment shall equal in the aggregate the amount allocated to the original Residential Unit or Residential Lot prior to such division.

9.3 Each Residential Unit shall be used only for residential purposes, as a private residence, and for such professional, business or commercial use as is not otherwise prohibited under applicable ordinances and regulations governing the Property. Each Residential Unit Owner shall have the right (a) to maintain his personal professional library therein; (b) to keep his personal, business or professional records or accounts therein; and (c) to handle his personal, business or professional telephone calls or correspondence therefrom. A Residential Unit Owner's use of a Residential Lot shall not endanger the health or disturb the reasonable enjoyment of any other Residential Unit Owner or occupant.

9.4 No Residential Unit Owner shall do or permit to be done on his Residential Lot or anywhere else in the Property any act or thing which will impair any easement or hereditament granted to any other party, nor shall any Residential Unit Owner create or permit to exist on his Residential Lot or anywhere else in the Property any condition which will adversely affect the use or enjoyment of the Property or any part or portion thereof by any party entitled to such use or enjoyment.

9.5 No nuisance, noxious or offensive activity shall be or permitted to be carried on by any Residential Unit Owner on his Residential Lot or in his Residential Unit or anywhere else in the Property nor shall anything be done therein or thereon, either willfully or negligently,

which may be or become an unreasonable annoyance or nuisance to any other Residential Unit Owner or Occupant.

9.6 No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Residential Lot or Common Area Lots, except dogs, cats or other common household pets (not to exceed a total of three (3) pets for each Residential Unit) may be so kept; provided, that they are not kept, bred, or maintained for any commercial purposes and provided further that they are kept, bred and maintained solely on the Residential Lot and in accordance with rules and regulations adopted by the Board.

9.7 All rubbish, trash, and garbage shall be kept on each Residential Unit or Residential Lot so as not to be seen from neighboring Residential Units or streets generally within the Property, and shall be regularly removed from each Residential Unit and shall not be allowed to accumulate thereon. In addition to the foregoing, all rubbish, trash and garbage shall be stored and removed in accordance with the rules and regulations adopted by the Board.

9.8 Television and radio antennae and television satellite dishes having a diameter not exceeding one (1) meter shall be permitted on the exterior of any Residential Unit, subject to all applicable laws, ordinances and regulations.

9.9 Parking areas and driveways shall be used for parking operable automobiles, pick-up trucks and trucks of similar size and nature, vans, campers, trailers, boats, snowmobiles and other vehicles, subject to all reasonable rules and regulations promulgated by the Association with respect thereto and to all applicable ordinances. The Board may authorize vehicles parked in violation of the Association's rules and regulations with respect thereto to be towed away and any such towing charge shall become a lien upon the Residential Unit of the Residential Unit Owner who owns such vehicle or of whom the owner of such vehicle is the guest, in the same manner as provided in this Declaration for nonpayment of assessments.

9.10 Drying of clothes shall be confined to the interior of the Residential Units.

9.11 Each Residential Lot is hereby declared to be subject to an easement and right to and in favor of the Association and each and all of its employees, agents and instrumentalities to go upon such Residential Lot for reasonable inspection thereof and of the Building thereon from time to time and for the purpose of carrying out any and all of the obligations and functions with respect to such Residential Lot and the Building located thereon as are herein imposed upon or permitted to the Association. Each Residential Lot is further declared to be subject to an easement in favor of any adjoining Residential Lot to the extent necessary to permit the maintenance, supply, repair, and servicing of utility services to the various Residential Lots and the Buildings located thereon (including, but not limited to, those referenced in Section 4.2).

9.12 The Board may adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Area Lots and the use and/or improvement of the Residential Lots as the Board, in its sole discretion, deems appropriate or necessary.

9.13 No signage of any type or description (including "For Rent" and "For Sale" signs), billboards, unsightly objects, or nuisances shall be erected, placed or permitted on any portion of the Property.

9.14 Except as otherwise provided herein, no Residential Units may be leased. All Residential Unit Owners who own a Residential Unit as of September 20, 2010 shall have the right to lease such Residential Unit Owner's Residential Unit. No Residential Unit Owner shall lease or rent his or her Residential Unit for a term of less than one (1) year. Every lease of a Residential Unit shall be in writing and shall be made expressly subject to the requirements, rights, covenants, conditions, restrictions and easements of this Declaration and of the By-Laws.

(a) A copy of all current leases must be on file with the Board no later than fourteen (14) days after September 20, 2010. 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. All tenants shall be bound by and subject to all of the obligations under this Declaration, the By-Laws, and Rules and Regulations, and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Residential Unit Owner making such lease shall not be relieved thereby from any of said obligations.

(b) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to an Residential Unit Owner to lease his Residential Unit to a specified lessee for a period of not more than one (1) year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Residential Unit Owner to the Board giving the reasons the Residential Unit Owner wishes to be considered for a hardship. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. The Board has sole and complete discretion to approve or disapprove any Residential Unit Owner's application for a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be in writing and subject to the Declaration, By-Laws and rules and regulations governing the Association. Upon expiration of any lease approved under this paragraph, the Residential Unit Owner may apply for an extension of such lease, pursuant to the terms of this paragraph.

(c) Occupancy of a Residential Unit by a blood relative(s) of a Residential Unit Owner without the Residential Unit Owner being a resident shall not constitute a lease as defined under this Section 9.14, even if a written memorandum or agreement has been executed between the parties. A blood relative is defined as a parent, child (natural or adopted), grandparent, grandchild, sibling, or spouse of a Residential Unit Owner.

(d) Any Residential Unit being leased out in violation of this Section 9.14 or any Residential Unit Owner found to be in violation of the Rules and Regulations adopted by the Board may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard.

(e) In addition to the authority to levy fines against the Residential Unit Owner for violation of Section 9.14, or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Residential Unit Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

(f) Any action brought on behalf of the Association and/or the Board to enforce any Section of the Declaration, including this Section 9.14, shall subject the Residential Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(g) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Residential Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(h) The Board of the Association shall have the right to lease any Association owned Residential Units, or any Residential Unit which the Association has possession of pursuant to any court order, and said Residential Units shall not be subject to this Section 9.14.

(i) Contract Sales. Although the Board discourages Residential Unit Owner financing of sales via contract/installment sales, in times of tight mortgage money it is sometimes advisable since it is the only viable alternative for some potential buyers in order to accommodate a Seller and a willing Buyer who is unable to obtain conventional financing.

The Board is charged with the responsibility of administering and maintaining the property and the Board must receive adequate assurances from any Residential Unit Owner who is selling their Residential Unit via a contract/installment sale that such sale is in fact a good-faith transaction and not being used as a device to cover an improper or unauthorized lease in violation of this Section 9.14.

In order for the Board to approve a contract sale, the following criteria must be complied with to the Board's satisfaction prior to occupancy:

(i) A certified copy or duplicate copy of the ARTICLES OF AGREEMENT must be recorded in the Office of the Recorder of Deeds in the County in which the property is located. A recorded copy and Recorder's receipt must be submitted to the Board (if a short form is recorded, a recorded copy of the short form plus a certified copy or duplicate original of the full text must be provided).

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

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

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

(v) 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.

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

(vii) 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 Residential Unit Owners' right of possession, the Residential Unit Owner shall be liable for all of the Association's attorneys' fees and costs.

(viii) In addition to the foregoing, 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 or \$5000 in the aggregate.

9.15 Each Residential Unit Owner (and his tenants, guests, Occupants, agents and invitees) and the Association shall be prohibited from installing any potable water well anywhere within the Property and from taking any action that may violate the terms of the NFR Letter, including any action which disturbs or breaches any engineered barriers on the Property as specified in the NFR Letter or which in any way interferes with or is inconsistent with the institutional controls specified in the NFR Letter.

ARTICLE 10 **MISCELLANEOUS**

10.1 The Association, the City (with respect to its express rights hereunder) or any Residential Unit Owner, their successors or assigns, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any Residential Unit Owner found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorneys' fees incurred by the Association or the City in prosecuting such action. The amount of such attorneys' fees together with court costs, if unpaid, shall constitute an additional lien against the defaulting Residential Unit Owner's Residential Unit, enforceable as other liens herein established. Failure by the Association, the City or any Residential Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall use its best

efforts to assist the City in connection with the enforcement of any provisions hereunder, the violation of which shall also be considered a violation of any applicable ordinance.

10.2 Invalidation of any of these covenants or restrictions by judgment or order shall in no way affect any other provisions which shall remain in full force and effect.

10.3 The covenants, conditions, easements, rights and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the City, each Residential Unit Owner and their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinafter set forth. The covenants, conditions, easements, rights and restrictions of this Declaration may be amended during the first fifty (50) year period or within any successive ten (10) year period by an instrument signed by those Members entitled to cast seventy-five percent (75%) of the total votes as provided in Section 3.1 hereof and then properly recorded, provided, however, that no Material Amendment to this Declaration, the By-Laws or the Association's articles of incorporation shall be effective unless approval thereof is obtained from Eligible Mortgage Holders representing at least fifty-one percent (51%) of the Residential Units that are subject to mortgages held by Eligible Mortgage Holders. These covenants and restrictions may also be cancelled by an instrument signed by sixty percent (60%) of Residential Unit Owners executed and recorded within ninety (90) days of the expiration of any successive ten (10) year period, such cancellation or amendment to be effective on the date of commencement of the ten (10) year period in question, provided, however, that no termination or alteration of the legal status of the Association or the Property for reasons other than substantial destruction or condemnation of the Property shall be effective unless approval thereof is obtained from Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the Residential Units that are subject to mortgages held by Eligible Mortgage Holders. Any instrument executed pursuant to the provisions contained in this Section 10.3 shall be filed for record in the Recorder's Office and a true, complete copy of such instrument promptly shall be transmitted to each Residential Unit Owner.

10.4 If and to the extent that any of the covenants, options or rights provided for in this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants, options or rights may be valid, then the provision in question shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Rod Blagojevich, Governor of the State of Illinois, living at the date of this Declaration.

10.5 Any notices required under the provisions of this Declaration to be sent to any Member, Residential Unit Owner, or to any holder, insurer or guarantor of a first mortgage secured by any portion of the Property shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member, Residential Unit Owner or holder, insurer or guarantor as it appears on the records of the Association at the time of such mailing.

10.6 If at any time or times the Board shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Office of the Recorder of Cook County, Illinois, in order to avoid the expiration hereof or of any of the covenants, conditions, restrictions, rights, reservations, easements, agreements or other provisions herein contained under any statute or act relating to or governing marketable title, the Board shall submit the matter to a meeting of the Members called upon not less than ten (10) days' prior written notice, and unless at such meeting the Members entitled to cast two-thirds (2/3rds) or more of the votes as provided in Section 3.1 above shall vote against such rerecording, the Association shall have, and is hereby granted, the power to so rerecord this Declaration or such part thereof, and such rerecording shall be binding upon all Residential Unit Owners in every way and with the full force and effect as though such action were taken by each of said Owners and the rerecorded document executed and acknowledged by each of them.

10.7 All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

10.8 In amplification of and in addition to the provisions contained in the other sections and articles of this Declaration, in the event of any default of any Residential Unit Owner, the Association, all other Residential Unit Owners and the City may and shall have all rights and remedies as shall otherwise be provided or permitted by law or in equity.

10.9 Any aggrieved Residential Unit Owner may enforce the provisions of this Declaration, the By-Laws, or any rules and regulations promulgated by the Board, by an action at law or in equity against the defaulting Residential Unit Owner (or Occupant of his Residential Unit).

10.10 The following provisions are intended for the benefit of each Eligible Mortgage Holder and to the extent if at all, that any other provisions of this Declaration conflicts with the following provisions, the provisions of this Section 10.10 shall control:

(a) Upon request in writing to the Association identifying the name and address of the Eligible Mortgage Holder or the insurer or guarantor of a recorded first mortgage or trust deed on a Residential Lot or Residential Unit ("Insurer or Guarantor") and the address of the applicable Residential Lot or Residential Unit, the Association shall furnish such Eligible Mortgage Holder, Insurer or Guarantor a written notice of any default in any of the obligations of the applicable Residential Unit Owner under this Declaration which is not cured within thirty (30) days. Any Eligible Mortgage Holder of a Residential Lot or Residential Unit who comes into possession of the said Residential

Lot or Residential Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Residential Lot or Residential Unit which become due prior to (i) the date of the transfer of title or (ii) the date on which said Holder comes into possession of the Residential Lot or Residential Unit, or (iii) the date said Holder has a receiver appointed in a suit to foreclose his lien, whichever occurs first.

(b) Upon request in writing, each Eligible Mortgage Holder, Insurer or Guarantor shall have the right:

(i) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;

(ii) to receive, without charge and within a reasonable time after such request, copies of such financial statements as are prepared by the Association at the end of each of its respective fiscal years;

(iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(iv) to receive written notice of any decision by the Association or Residential Unit Owners to make a Material Amendment to this Declaration, the ByLaws or the articles of incorporation of the Association;

(v) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(vi) to receive written notice of any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders; and

(vii) to receive written notice of any condemnation or casualty loss that affects either a material portion of the Property or the Residential Lot or Residential Unit on which it holds, insures or guarantees the mortgage.

(c) No provision of this Declaration, the By-Laws or the articles of incorporation of the Association or any similar instrument pertaining to the Property or the Residential Lots or Residential Units therein shall be deemed to give a Residential Unit Owner or any other party priority over the rights of the Eligible Mortgage Holders pursuant to their mortgages in the case of distribution to Residential Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Residential Lots or Residential Units, and/or the Common Area Lots, or any portion thereof or interest therein. In such event, the Eligible Mortgage Holders, Insurers or Guarantors of

the Residential Lots or Residential Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

10.11 If all or any part of the Common Area Lots only shall be taken through condemnation by any governmental authority having power so to do, the net proceeds of such taking shall be paid to and retained by the then owner of the Common Area Lots. If the effect of such condemnation shall be to isolate any part of the Property from the remainder of the Property, and if no residential structures shall then have been constructed or be situated within the portion of the Property so isolated, then all the Residential Units lying wholly or partly within the portion of the Property so isolated shall be deemed to have been and shall be removed from and released from all of the terms and provisions of this Declaration and this Declaration shall be of no further force or effect with respect thereto. For purposes of this Section 10.11, the term "condemnation" shall include also any sale under threat of condemnation to any governmental authority having condemnation power.

10.12 Upon any dissolution of the Association, its assets shall be transferred to another homeowner's association having similar purposes.

10.13 Each Residential Unit Owner shall notify the Association of the name and address of the Eligible Mortgage Holder relating to his respective Residential Unit.

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 to 169, inclusive, in the Galewood Residential Subdivision being a subdivision of the Southwest Quarter of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian according to the Plat thereof recorded March 29, 2007 as document number 0708815072 in Cook County, Illinois.

PINS

13-33-300-018

A part of: 13-33-300-019 13-33-300-023 13-33-300-024

A part of: 13-33-300-030

A part of: 13-33-300-032 13-33-310-001 13-33-310-002

EXHIBIT B
LEGAL DESCRIPTION OF THE RESIDENTIAL LOTS

Lots 1 to 14, inclusive and Lots 15 to 161, inclusive in the Galewood Residential Subdivision being a subdivision of the Southwest Quarter of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian according to the Plat thereof recorded March 29, 2007 as document number 0708815072 in Cook County, Illinois.

EXHIBIT C
LEGAL DESCRIPTION OF THE COMMON AREA LOTS

Lots 15, 162, 166, 167 and 169 in the Galewood Residential Subdivision being a subdivision of the Southwest Quarter of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian according to the Plat thereof recorded March 29, 2007 as document number 0708815072 in Cook County, Illinois.

EXHIBIT D
LEGAL DESCRIPTION OF THE TOWNHOME COMMON LOTS

Lots 163, 164, 165 and 168 in the Galewood Residential Subdivision being a subdivision of the Southwest Quarter of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian according to the Plat thereof recorded March 29, 2007 as document number 0708815072 in Cook County, Illinois.

**EXHIBIT E
BY-LAWS OF
THE ENCLAVE AT GALE WOOD CROSSINGS MASTER ASSOCIATION**

**ARTICLE 1
PURPOSES AND POWERS**

The Association shall be responsible for the general management and supervision of the Property, the ownership of the Common Area Lots and the management and maintenance of the Association Maintained Areas located within the Property (unless otherwise provided in the Declaration) and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not-For-Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration.

**ARTICLE 2
OFFICES**

2.1 **Registered Office.** The Association shall have and continuously maintain in this State a Registered Office and a Registered Agent whose office shall be identical with such Registered Office. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

2.2 **Principal Office.** The principal office of the Association shall be maintained in Chicago, Illinois or such other place as reasonably determined by the Association.

**ARTICLE 3
MEMBERSHIP**

3.1 **Voting Members.** Every Residential Unit Owner, including Declarant for each Residential Unit that it owns, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of each Residential Lot and/or Residential Unit. If the record owner of title to a Residential Lot and/or Residential Unit shall be more than one person, all such persons shall be Members, but the voting rights in the Association attributable to that Residential Lot and/or Residential Unit shall be exercised in the manner hereinafter provided. If the record owner of title to a Residential Lot and/or Residential Unit shall be a trust, corporation, partnership, limited liability company, limited partnership, or other legal entity, then the one individual who shall be entitled to exercise the rights and privileges (such as, to vote and to be a director on the Board), and who shall be responsible to bear the obligations associated with membership in the Association with respect to that Residential Unit shall be designated by the Residential Unit Owner thereof in writing to the Association. Such designation may be changed from time to time thereafter by notice in writing from the Residential Unit Owner to the Association. No Residential Unit Owner shall have any right or power to disclaim, terminate or withdraw from such Residential Unit Owner's membership in the Association or any of the obligations as such

Member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such Residential Unit Owner shall be of any force or effect for any purpose.

3.2 **Classes of Membership.** The Association shall have one class of voting membership.

3.3 **Meetings.**

(a) **Quorum; Procedure.** Meetings of the Members shall be held at the principal office of the Association or at such other place in Cook County, Illinois as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of a majority of the total votes determined pursuant to Section 3.2 above shall constitute a quorum. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present (whether in person or by proxy) at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

(b) **Initial and Annual Meeting.** There shall be an annual meeting of the Members on the first Tuesday of May of each year, at 7:30 P.M., or at such other reasonable time or date as maybe designated by written notice of the Board delivered to the Residential Unit Owners in accordance with Section 3.4. If the date for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day succeeding such date which is not a legal holiday.

(c) **Special Meetings.** Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all or some of the Members, or for any other reasonable purposes. Said meetings shall be called by written notice, authorized by a majority of the Board or by the Members having twenty percent (20%) of the total votes entitled to be cast by the Members as provided in Section 3.2 above, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.4 **Notices of Meetings.** Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Residential Unit of the Residential Unit Owner with respect to which such voting right appertains, if no address has been given to the Board. Except for notice for special meetings (the requirements of which are set forth above), the notices required herein shall be delivered or mailed not less than twenty-one (21) days prior to the meeting date and shall state the specific purpose and the nature of the business for which the meeting is called. At any meeting, no business may be transacted other than that specified in the notice.

3.5 **Proxies; Absentee Ballots.** At any meeting of Members, a Member entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly

authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE 4

BOARD OF DIRECTORS AND OFFICERS

4.1 **Board of Directors.** The direction and administration of the Property in accordance with the provisions of the Declaration shall be vested in the Board of Directors, consisting of five (5) persons who shall be elected in the manner hereinafter provided. The Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the term of the office of the Board members at any annual meeting, provided the terms of at least one of the persons on the Board shall expire annually. Each member of the Board shall be one of the Residential Unit Owners (including Declarant); provided, however, that in the event a Residential Unit Owner is a corporation, partnership, trust, limited liability company, or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, manager, officer or member of such limited liability company, or manager or principal of such legal entity, shall be eligible to serve as a member of the Board and provided further that in the event a member of the Board has entered into a contract to sell his Residential Unit and vacates the Residential Unit prior to the consummation of that transaction, such member shall thereafter no longer be eligible to serve on the Board and his term of office shall be deemed terminated.

4.2 **Determination of Board to be Binding.** All matters of dispute or disagreement between Residential Unit Owners with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Residential Unit Owners subject, however, to the jurisdiction of any applicable court of law.

4.3 **Election of Board Members.** At all annual meetings of the Members there shall be elected a Board of Directors. In all elections for members of the Board of Directors, each Member shall be entitled to vote on a noncumulative basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Five (5) Board Members shall be elected at the initial meeting. The three (3) persons receiving the highest number of votes at the initial meeting shall be elected to the Board for a term of approximately two (2) years, in that said term shall run from the date of the initial meeting until the date of the second annual meeting; and the two (2) persons receiving the next highest number of votes shall be elected to the Board for a term of approximately one (1) year in that said term shall run from the date of the initial meeting until the date of the first annual meeting. In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) year term and which members shall have the one (1) year terms. Upon the expiration of the terms of office of the Board members so elected at the initial meeting and thereafter, successors shall be elected for a term of two (2) years each.

4.4 **Compensation.** Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Members having two-

thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his duties.

4.5 **Vacancies in Board.** Vacancies in the Board, other than as a result of removal pursuant to Paragraph 4.7 hereof, including vacancies due to any increase in the number of persons on the Board, shall be filled by the remaining members of the Board until the next annual meeting or at a special meeting of the Members called for such purpose.

4.6 **Election of Officers.** The Board shall elect from among its members a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and Association; a Secretary who will keep the minutes of all meetings of the Members and of the Board and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

4.7 **Removal of Board Members.** Any Board member may be removed from office by affirmative vote of the Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Board member removed may be elected by the Members at the same meeting or any subsequent meeting called for that purpose.

4.8 **Meeting of Board.** The initial meeting of the Board shall be held immediately following the initial meeting of the Members and at the same place. At such meeting the Board shall elect its officers to serve until the first annual meeting of the Board which shall be held immediately following the first annual meeting of the Members and at the same place. All subsequent annual meetings of the Board shall be held without notice immediately after, and at the same place as, the annual meeting of Members. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each member, delivered personally or by mail or telegram. Any member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present.

4.9 **Execution of Instruments.** All agreements, contracts, deeds, leases, vouchers for payment of expenditures, and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary.

ARTICLE 5 **POWERS OF THE BOARD**

5.1 **General Powers of the Board.** Without limiting the general powers which may be provided by law, the Declaration or these By-Laws, the Board shall have the following general powers and duties:

- (a) to elect the officers of the Association as hereinabove provided;
- (b) to administer the affairs of the Association and the Property;
- (c) subject to Section 5.3(b) below, to engage the services of a manager or managing agent who shall manage and operate the Property, the Common Area Lots and other areas for which the Association is responsible pursuant to the Declaration;
- (d) to formulate policies for the administration, management and operation of the Property, the Common Area Lots and other areas for which the Association is responsible pursuant to the Declaration;
- (e) to adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Area Lots, and to amend such rules and regulations from time to time;
- (f) to provide for the maintenance, repair and replacement of the Common Area Lots and other areas for which the Association is responsible pursuant to the Declaration and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (g) after notice and an opportunity to be heard, to levy and collect reasonable fines from members for violations of the Declaration, By-Laws and rules and regulations;
- (h) to provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area Lots and other areas for which the Association is responsible pursuant to the Declaration and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be the employees of the managing agent);
- (i) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Residential Unit Owners of such Residential Units which have been occupied for residential purposes, their respective shares of such estimated expenses, as hereinafter provided;
- (j) to dedicate or transfer all or any part of the Common Area Lots owned by the Association to any public agency, authority or utility or to mortgage the Common Area Lots or any portion for such purposes and subject to such conditions as maybe agreed to by the Members in accordance with the requirements of Section 4.2(a) of the Declaration; and

(k) to exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Residential Unit Owners by the Articles of Incorporation, the Declaration or these By-Laws.

5.2 **Tax Relief.** In connection with the Common Area Lots, the Board shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments or any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge all expenses incurred in connection therewith to the assessments.

5.3 **Rules and Regulations; Management.**

(a) **Rules.** The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Residential Unit Owners and Occupants. Written notice of such rules and regulations shall be given to all Residential Unit Owners and Occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) **Management.** The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board. Any management fees incurred pursuant to this Section 5.3(b) shall be paid from the assessments collected pursuant to Article 6 hereof.

(c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of the Residential Unit Owners or any of them.

5.4 **Liability of the Directors and Officers of the Association.** Neither the Directors nor the officers of the Association shall be liable to the Residential Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever made by such individuals as such Directors and officers, except for any acts or omissions finally adjudged by a court of competent jurisdiction to constitute gross negligence or fraud. The Residential Unit Owners (including the Directors and the officers of the Association in their capacity as Residential Unit Owners) shall indemnify and hold harmless each of the Directors and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Residential Unit Owners or arising out of their status as Directors or officers of the Association, unless any such contract or act shall have been finally adjudged by a court of competent jurisdiction to have been made 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, attorneys' fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any Director or

officer of the Association may be involved by virtue of such persons being or having been such Director or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of such person's duties as such Director or officer, or (b) 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 gross negligence or fraud in the performance of such person's duties as such Director or officer. It is also intended that the liability of each Residential Unit Owner arising out of any contract made by, or other acts of, the Board or officers of the Association, or out of the aforesaid indemnity in favor of the Directors or officers of the Association, shall be limited to an amount equal to the total liability thereunder multiplied by such Unit Owner's Percentage Interest. Every agreement made by the Board on behalf of the Residential Unit Owners shall be deemed to provide that the Directors are acting only as agents for the Residential Unit Owners, and shall have no personal liability thereunder (except as Residential Owners) and that each Residential Unit Owner's liability thereunder shall be limited to an amount equal to the total liability thereunder multiplied by such Residential Unit Owner's Percentage Interest.

ARTICLE 6 **ASSESSMENTS**

6.1 **Preparation of Estimated Budget.** Each year on or before December 15, the Board will approve a budget with an estimate of the total amount necessary to pay the cost of wages, materials, taxes, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services authorized by the Board, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. Each Residential Unit Owner shall receive, at least 30 days prior to the adoption thereof by the Board, a copy of the proposed budget. The Association assessment shall be assessed to the Residential Unit Owners, including Declarant, based on their respective Percentage Interests, as provided in Article 6 of the Declaration. On or before January 1 of the ensuing calendar year, and the first of each and every month of said year, each Residential Unit Owner, including Declarant, shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12th) of the assessment made pursuant to this Section 6.1.

6.2 **Year End Reconciliation.** Within 120 days of the end of the fiscal year, the Board shall supply to all Residential Unit Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Residential Unit Owners pursuant to assessments made during such year (including amounts collected from Declarant) and showing the net amount over or short of the actual expenditures, plus reserves.

6.3 **Paid Assessment Letter.** The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Residential Unit have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein. In addition, the Association will provide such

information as may be required by law. The Board may levy a reasonable fee for the preparation of such certificate and the copying of any documents requested by the Residential Unit Owner.

6.4 **Failure to Prepare Annual Budget.** The failure or delay of the Board to prepare or serve the annual or adjusted estimate on a Residential Unit Owner shall not constitute a waiver or release in any manner of such Residential Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Residential Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.5 **Books and Records.** The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing the maintenance and repair expenses and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Residential Unit Owner or any representative of a Residential Unit Owner duly authorized in writing or any holder, insurer or guarantor of a first mortgage secured by any portion of the Property at such reasonable time or times during normal business hours as may be requested by such Residential Unit Owner or his representative or such holder, insurer or guarantor. Upon not less than ten (10) days' prior written request to the Board, any Residential Unit Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessment or other charges due and owing from such Residential Unit Owner. In addition, the Board shall provide for the preceding fiscal year, upon the written request of any holder, insurer or guarantor of a first mortgage secured by any portion of the Property, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Residential Unit Owners at the end of each of its respective fiscal years, provided, however, that in the event an audited financial statement is not available, 51% or more of the Eligible Mortgage Holders (by number) shall upon request, be entitled to have such an audited statement prepared at their expense.

6.6 **Status of Collected Funds.** All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Residential Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust for the benefit, use and account of all the Residential Unit Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

6.7 **Remedies for Failure to Pay Assessments.** Any assessments which are not paid when due shall be delinquent. Such assessments, interest and all costs of collection shall be a continuing lien upon the Residential Unit against which each such assessment was made. If the assessment is not paid within thirty (30) days after the due date, then (i) the amount of the assessment shall bear interest from the date of delinquency at the rate per annum which is the lesser of (a) eighteen percent (18%) and (b) the maximum rate allowed by law, and (ii) in addition to said interest, the Association shall have the right, to be exercised in a non-discriminatory manner, to charge a delinquent Residential Unit Owner a late fee of Twenty-Five

and no/100 Dollars (\$25.00) for each month or portion thereof that said amount remains delinquent, said late fee to cover the Association's administrative costs in monitoring and collecting such amount. The Association may bring an action at law or in equity against the Residential Unit Owner personally obligated to pay the same, or foreclose the lien against the respective Residential Lot and/or Residential Unit and interest, late fees, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each Residential Unit Owner, by his acceptance of a deed to a Residential Unit, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Residential Unit Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property.

6.8 **Fiscal Year.** The fiscal year of the Association shall be a calendar year from January 1 to December 31.

ARTICLE 7 **COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY**

All Residential Unit Owners shall maintain, occupy and use their Residential Lots, Residential Units and the Common Area Lots only in accordance with the terms of the Declaration and any additional rules and regulations adopted by the Board or by the Members.

The Board shall have full authority to enforce all such rules and regulations by taking all action as may be necessary.

ARTICLE 8 **COMMITTEES**

8.1 **Board Committees.** The Board, by resolution adopted by a majority of the directors in office, may designate one (1) or more committees, each of which shall consist of one (1) or more directors; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation to such committee of authority shall not operate to relieve the Board, or any individual director, of any responsibility imposed upon it or him by law.

8.2 **Special Committees.** Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members, and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in the Board's judgment the best interests of the Association shall be served by such removal,

8.3 **Term.** Each member of the committee shall continue as such until the next annual meeting of the Board and until his successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

8.4 **Chairman.** One (1) member of each committee shall be appointed chairman.

8.5 **Vacancies.** Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

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

8.7 **Rules.** Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board.

ARTICLE 9 **AMENDMENTS**

These By-Laws may be amended or modified from time to time in accordance with and in the same manner as provided by the provisions of Sections 10.3 and 10.10 of the Declaration. Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

ARTICLE 10 **DEFINITION OF TERMS AND CONSTRUCTION**

The terms used in these By-Laws shall have the same definition as set forth in the Declaration to which these By-Laws are attached to the extent such terms are defined therein. To the extent of any conflict, ambiguity or contradiction between the terms and provisions contained in these By-Laws and those contained in the Declaration, those contained in the Declaration shall, in all instances, control and prevail.

**EXHIBIT F
PERCENTAGE INTERESTS**

1	2-Flat	0.710%	46	Single-Family	0.710%
2	2-Flat	0.710%	47	Single-Family	0.710%
3	2-Flat	0.710%	48	Single-Family	0.710%
4	2-Flat	0.710%	49	Single-Family	0.710%
5	2-Flat	0.710%	50	Single-Family	0.710%
6	2-Flat	0.710%	51	Single-Family	0.710%
7	2-Flat	0.710%	52	Single-Family	0.710%
8	2-Flat	0.710%	53	Single-Family	0.710%
9	2-Flat	0.710%	54	Single-Family	0.710%
10	2-Flat	0.710%	55	Single-Family	0.710%
11	Single-Family	0.711%	56	2-Flat	0.710%
12	Single-Family	0.710%	57	2-Flat	0.710%
13	Single-Family	0.710%	58	2-Flat	0.710%
14	Single-Family	0.711%	59	2-Flat	0.710%
16	Townhome	0.531%	60	Single-Family	0.710%
17	Townhome	0.531%	61	Single-Family	0.710%
18	Townhome	0.531%	62	Single-Family	0.710%
19	Townhome	0.531%	63	2-Flat	0.710%
20	Townhome	0.531%	64	2-Flat	0.710%
21	Townhome	0.531%	65	Townhome	0.531%
22	Townhome	0.531%	66	Townhome	0.531%
23	Townhome	0.531%	67	Townhome	0.531%
24	Townhome	0.531%	68	Townhome	0.531%
25	Townhome	0.531%	69	Townhome	0.531%
26	Townhome	0.531%	70	Townhome	0.531%
27	Townhome	0.531%	71	Townhome	0.531%
28	Townhome	0.531%	72	Townhome	0.531%
29	Single-Family	0.711%	73	Townhome	0.531%
30	Single-Family	0.710%	74	Townhome	0.531%
31	Single-Family	0.710%	75	Townhome	0.531%
32	Single-Family	0.711%	76	Townhome	0.531%
33	Single-Family	0.710%	77	Townhome	0.531%
34	Single-Family	0.710%	78	Townhome	0.531%
35	Single-Family	0.710%	79	Townhome	0.531%
36	2-Flat	0.710%	80	Townhome	0.531%
37	2-Flat	0.710%	81	Townhome	0.531%
38	2-Flat	0.710%	82	Townhome	0.531%
39	2-Flat	0.710%	83	Townhome	0.531%
40	2-Flat	0.710%	84	Single-Family	0.710%
41	2-Flat	0.710%	85	Single-Family	0.710%
42	Single-Family	0.710%	86	Single-Family	0.710%
43	Single-Family	0.710%	87	Single-Family	0.710%
44	Single-Family	0.710%	88	Single-Family	0.710%
45	Single-Family	0.710%	89	Single-Family	0.710%
90	Single-Family	0.710%	138	Townhome	0.531%
91	Single-Family	0.710%	139	Townhome	0.531%

92	Single-Family	0.710%	140	Townhome	0.531%
93	Single-Family	0.710%	141	Single-Family	0.710%
94	Single-Family	0.710%	142	Single-Family	0.710%
95	Single-Family	0.710%	143	Single-Family	0.710%
96	Single-Family	0.710%	144	Single-Family	0.710%
97	Townhome	0.531%	145	Single-Family	0.710%
98	Townhome	0.531%	146	Single-Family	0.710%
99	Townhome	0.531%	147	Single-Family	0.710%
100	Townhome	0.531%	148	Single-Family	0.710%
101	Townhome	0.531%	149	Single-Family	0.710%
102	Townhome	0.531%	150	Single-Family	0.710%
103	Townhome	0.531%	151	Single-Family	0.710%
104	Townhome	0.531%	152	2-Flat	0.710%
105	Townhome	0.531%	153	2-Flat	0.710%
106	Townhome	0.531%	154	2-Flat	0.710%
107	Townhome	0.531%	155	2-Flat	0.710%
108	Townhome	0.531%	156	2-Flat	0.710%
109	Townhome	0.531%	157	2-Flat	0.710%
110	Townhome	0.531%	158	2-Flat	0.710%
111	Townhome	0.531%	159	2-Flat	0.710%
112	Townhome	0.531%	160	2-Flat	0.710%
113	Townhome	0.531%	161	2-Flat	0.710%
114	Townhome	0.531%			
115	Townhome	0.531%			
116	Townhome	0.531%			
117	Townhome	0.531%			
118	Townhome	0.531%			
119	Townhome	0.531%			
120	Townhome	0.531%			
121	Townhome	0.531%			
122	Townhome	0.531%			
123	Townhome	0.531%			
124	Townhome	0.531%			
125	Townhome	0.531%			
126	Townhome	0.531%			
127	Townhome	0.531%			
128	Townhome	0.531%			
129	Townhome	0.531%			
130	Townhome	0.531%			
131	Townhome	0.531%			
132	Townhome	0.531%			
1.33	Townhome	0.531%			
134	Townhome	0.531%			
135	Townhome	0.531%			
136	Townhome	0.531%			
137	Townhome	0.531%			

The Enclave At Galewood Crossings

Property ID Number

Lot	Address	City	PIN
001	1908 N Laramie Ave	Chicago	13-33-327-001-0000
002	1904 N Laramie Ave	Chicago	13-33-327-002-0000
003A	1902 N Laramie Ave	Chicago	13-33-327-003-0000
003B	1902 N Laramie Ave	Chicago	13-33-327-003-0000
004	1900 N Laramie Ave	Chicago	13-33-327-004-0000
005	1858 N Laramie Ave	Chicago	13-33-327-005-0000
006A	1848 N Laramie Ave	Chicago	13-33-327-178-1001
006B	1848 N Laramie Ave	Chicago	13-33-327-178-1002
007A	1846 N Laramie Ave	Chicago	13-33-327-007-0000
007B	1846 N Laramie Ave	Chicago	13-33-327-007-0000
008	1844 N Laramie Ave	Chicago	13-33-327-008-0000
009A	1842 N Laramie Ave	Chicago	13-33-327-174-1001
009B	1842 N Laramie Ave	Chicago	13-33-327-174-1002
010A	1838 N Laramie Ave	Chicago	13-33-327-175-1001
010B	1838 N Laramie Ave	Chicago	13-33-327-175-1002
011	5211 W Galewood Ave	Chicago	13-33-327-011-0000
012	5213 W Galewood Ave	Chicago	13-33-327-012-0000
013	5215 W Galewood Ave	Chicago	13-33-327-013-0000
014	5217 W Galewood Ave	Chicago	13-33-327-014-0000
016	5219 W Galewood Ave	Chicago	13-33-327-016-0000
017	5221 W Galewood Ave	Chicago	13-33-327-017-0000
018	5223 W Galewood Ave	Chicago	13-33-327-018-0000
019	5225 W Galewood Ave	Chicago	13-33-327-019-0000
020	5227 W Galewood Ave	Chicago	13-33-327-020-0000
021	5229 W Galewood Ave	Chicago	13-33-327-021-0000
022	5231 W Galewood Ave	Chicago	13-33-327-022-0000
023	5233 W Galewood Ave	Chicago	13-33-327-023-0000
024	5235 W Galewood Ave	Chicago	13-33-327-024-0000
025	5238 W Galewood Ave	Chicago	13-33-327-025-0000
026	5239 W Galewood Ave	Chicago	13-33-327-026-0000
027	5241 W Galewood Ave	Chicago	13-33-327-027-0000
028	5243 W Galewood Ave	Chicago	13-33-327-028-0000
029	5245 W Galewood Ave	Chicago	13-33-327-029-0000
030	5247 W Galewood Ave	Chicago	13-33-327-030-0000
031	5249 W Galewood Ave	Chicago	13-33-327-031-0000
032	5251 W Galewood Ave	Chicago	13-33-327-032-0000
033	1847 N Lockwood Ave	Chicago	13-33-327-033-0000
034	1845 N Lockwood Ave	Chicago	13-33-327-034-0000
035	1843 N Lockwood Ave	Chicago	13-33-327-035-0000
036A	1839 N Lockwood Ave	Chicago	13-33-327-170-1001
036B	1839 N Lockwood Ave	Chicago	13-33-327-170-1002
037	1837 N Lockwood Ave	Chicago	13-33-327-037-0000
038A	1838 N Lockwood Ave	Chicago	13-33-327-038-0000
038B	1838 N Lockwood Ave	Chicago	13-33-327-038-0000
039A	1840 N Lockwood Ave	Chicago	13-33-327-039-0000

The Enclave At Galewood Crossings

Property ID Number

Lot	Address	City	PIN
039B	1840 N Lockwood Ave	Chicago	13-33-327-039-0000
040	1844 N Lockwood Ave	Chicago	13-33-327-040-0000
041A	1846 N Lockwood Ave	Chicago	13-33-327-171-1001
041B	1846 N Lockwood Ave	Chicago	13-33-327-171-1002
042	1848 N Lockwood Ave	Chicago	13-33-327-042-0000
043	1852 N Lockwood Ave	Chicago	13-33-327-043-0000
044	1856 N Lockwood Ave	Chicago	13-33-327-044-0000
045	5307 W Galewood Ave	Chicago	13-33-327-045-0000
046	5309 W Galewood Ave	Chicago	13-33-327-046-0000
047	5311 W Galewood Ave	Chicago	13-33-327-047-0000
048	5315 W Galewood Ave	Chicago	13-33-327-048-0000
049	5317 W Galewood Ave	Chicago	13-33-327-049-0000
050	5321 W Galewood Ave	Chicago	13-33-327-050-0000
051	5323 W Galewood Ave	Chicago	13-33-327-051-0000
052	5325 W Galewood Ave	Chicago	13-33-327-052-0000
053	5329 W Galewood Ave	Chicago	13-33-327-053-0000
054	5331 W Galewood Ave	Chicago	13-33-327-054-0000
055	5333 W Galewood Ave	Chicago	13-33-327-055-0000
056	5337 W Galewood Ave	Chicago	13-33-327-056-0000
057A	5339 W Galewood Ave	Chicago	13-33-327-172-1001
057B	5339 W Galewood Ave	Chicago	13-33-327-172-1002
058	5343 W Galewood Ave	Chicago	13-33-327-058-0000
059A	5345 W Galewood Ave	Chicago	13-33-327-059-0000
059B	5345 W Galewood Ave	Chicago	13-33-327-059-0000
060	5347 W Galewood Ave	Chicago	13-33-327-060-0000
061	5349 W Galewood Ave	Chicago	13-33-327-061-0000
062	5353 W Galewood Ave	Chicago	13-33-327-062-0000
063A	5355 W Galewood Ave	Chicago	13-33-327-178-1009
063B	5355 W Galewood Ave	Chicago	13-33-327-178-1010
064A	5359 W Galewood Ave	Chicago	13-33-327-178-1013
064B	5359 W Galewood Ave	Chicago	13-33-327-178-1014
065	5401 W Galewood Ave	Chicago	13-33-327-065-0000
066	5403 W Galewood Ave	Chicago	13-33-327-066-0000
067	5405 W Galewood Ave	Chicago	13-33-327-067-0000
068	5407 W Galewood Ave	Chicago	13-33-327-068-0000
069	5409 W Galewood Ave	Chicago	13-33-327-069-0000
070	5411 W Galewood Ave	Chicago	13-33-327-070-0000
071	5415 W Galewood Ave	Chicago	13-33-327-071-0000
072	5417 W Galewood Ave	Chicago	13-33-327-072-0000
073	5419 W Galewood Ave	Chicago	13-33-327-073-0000
074	5421 W Galewood Ave	Chicago	13-33-327-074-0000
075	1910 N Lotus Ave	Chicago	13-33-327-075-0000
076	1912 N Lotus Ave	Chicago	13-33-327-076-0000
077	1914 N Lotus Ave	Chicago	13-33-327-077-0000
078	1916 N Lotus Ave	Chicago	13-33-327-078-0000

The Enclave At Galewood Crossings

Property ID Number

Lot	Address	City	PIN
079	1918 N Lotus Ave	Chicago	13-33-327-079-0000
080	1920 N Lotus Ave	Chicago	13-33-327-080-0000
081	1922 N Lotus Ave	Chicago	13-33-327-081-0000
082	1924 N Lotus Ave	Chicago	13-33-327-082-0000
083	1926 N Lotus Ave	Chicago	13-33-327-083-0000
084	1927 N Lotus Ave	Chicago	13-33-327-084-0000
08519	1925 N Lotus Ave	Chicago	13-33-327-085-0000
086	1921 N Lotus Ave	Chicago	13-33-327-086-0000
087	1919 N Lotus Ave	Chicago	13-33-327-087-0000
088	1917 N Lotus Ave	Chicago	13-33-327-088-0000
089	1915 N Lotus Ave	Chicago	13-33-327-089-0000
090	1911 N Lotus Ave	Chicago	13-33-327-090-0000
091	1910 N Long Ave	Chicago	13-33-327-091-0000
092	1912 N Long Ave	Chicago	13-33-327-092-0000
093	1916 N Long Ave	Chicago	13-33-327-093-0000
094	1918 N Long Ave	Chicago	13-33-327-094-0000
095	1920 N Long Ave	Chicago	13-33-327-095-0000
096	1924 N Long Ave	Chicago	13-33-327-096-0000
097	5418 W Hanson Ave	Chicago	13-33-327-097-0000
098	5416 W Hanson Ave	Chicago	13-33-327-098-0000
099	5414 W Hanson Ave	Chicago	13-33-327-099-0000
100	5412 W Hanson Ave	Chicago	13-33-327-100-0000
101	5408 W Hanson Ave	Chicago	13-33-327-101-0000
102	5406 W Hanson Ave	Chicago	13-33-327-102-0000
103	5404 W Hanson Ave	Chicago	13-33-327-103-0000
104	5402 W Hanson Ave	Chicago	13-33-327-104-0000
105	5400 W Hanson Ave	Chicago	13-33-327-105-0000
106	5360 W Hanson Ave	Chicago	13-33-327-106-0000
107	5358 W Hanson Ave	Chicago	13-33-327-107-0000
108	5356 W Hanson Ave	Chicago	13-33-327-108-0000
109	5354 W Hanson Ave	Chicago	13-33-327-109-0000
110	5350 W Hanson Ave	Chicago	13-33-327-110-0000
111	5348 W Hanson Ave	Chicago	13-33-327-111-0000
112	5346 W Hanson Ave	Chicago	13-33-327-112-0000
113	5340 W Hanson Ave	Chicago	13-33-327-113-0000
114	5338 W Hanson Ave	Chicago	13-33-327-114-0000
115	5336 W Hanson Ave	Chicago	13-33-327-115-0000
116	5334 W Hanson Ave	Chicago	13-33-327-116-0000
117	5330 W Hanson Ave	Chicago	13-33-327-117-0000
118	5328 W Hanson Ave	Chicago	13-33-327-118-0000
119	5326 W Hanson Ave	Chicago	13-33-327-119-0000
120	5322 W Hanson Ave	Chicago	13-33-327-120-0000
121	5320 W Hanson Ave	Chicago	13-33-327-121-0000
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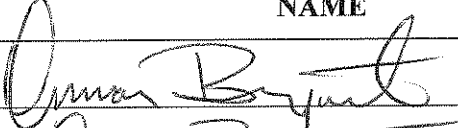
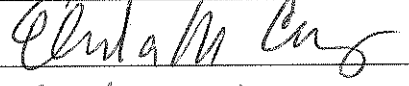
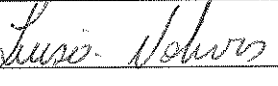



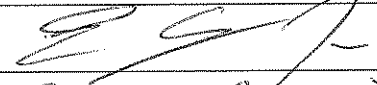

The Enclave At Galewood Crossings

Property ID Number

Lot	Address	City	PIN
124	5310 W Hanson Ave	Chicago	13-33-327-124-0000
125	5308 W Hanson Ave	Chicago	13-33-327-125-0000
126	5306 W Hanson Ave	Chicago	13-33-327-126-0000
127	5302 W Hanson Ave	Chicago	13-33-327-127-0000
128	5300 W Hanson Ave	Chicago	13-33-327-128-0000
129	5262 W Hanson Ave	Chicago	13-33-327-129-0000
130	5258 W Hanson Ave	Chicago	13-33-327-130-0000
131	5256 W Hanson Ave	Chicago	13-33-327-131-0000
132	5254 W Hanson Ave	Chicago	13-33-327-132-0000
133	5252 W Hanson Ave	Chicago	13-33-327-133-0000
134	5250 W Hanson Ave	Chicago	13-33-327-134-0000
135	5246 W Hanson Ave	Chicago	13-33-327-135-0000
136	5244 W Hanson Ave	Chicago	13-33-327-136-0000
137	5240 W Hanson Ave	Chicago	13-33-327-137-0000
138	1915 N Lockwood Ave	Chicago	13-33-327-138-0000
139	1911 N Lockwood Ave	Chicago	13-33-327-139-0000
140	1909 N Lockwood Ave	Chicago	13-33-327-140-0000
141	1911 N Lorel Ave	Chicago	13-33-327-141-0000
142	1909 N Lorel Ave	Chicago	13-33-327-142-0000
143	1907 N Lorel Ave	Chicago	13-33-327-143-0000
144	1905 N Lorel Ave	Chicago	13-33-327-144-0000
145	1903 N Lorel Ave	Chicago	13-33-327-145-0000
146	1900 N Lockwood Ave	Chicago	13-33-327-146-0000
147	1902 N Lockwood Ave	Chicago	13-33-327-147-0000
148	1906 N Lockwood Ave	Chicago	13-33-327-148-0000
149	1910 N Lockwood Ave	Chicago	13-33-327-149-0000
150	1912 N Lockwood Ave	Chicago	13-33-327-150-0000
151	5242 W Galewood Ave	Chicago	13-33-327-151-0000
152A	5240 W Galewood Ave	Chicago	13-33-327-178-1017
152B	5240 W Galewood Ave	Chicago	13-33-327-178-1018
153	5236 W Galewood Ave	Chicago	13-33-327-153-0000
154A	5234 W Galewood Ave	Chicago	13-33-327-177-1001
154B	5234 W Galewood Ave	Chicago	13-33-327-177-1002
155	5232 W Galewood Ave	Chicago	13-33-327-155-0000
156A	5228 W Galewood Ave	Chicago	13-33-327-178-1021
156B	5228 W Galewood Ave	Chicago	13-33-327-178-1022
157	5226 W Galewood Ave	Chicago	13-33-327-157-0000
158	5224 W Galewood Ave	Chicago	13-33-327-158-0000
159	5222 W Galewood Ave	Chicago	13-33-327-159-0000
160A	5218 W Galewood Ave	Chicago	13-33-327-179-1001
160B	5218 W Galewood Ave	Chicago	13-33-327-179-1002
161	5216 W Galewood Ave	Chicago	13-33-327-161-0000

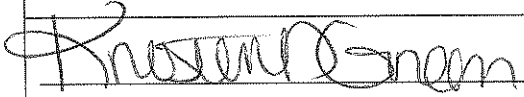
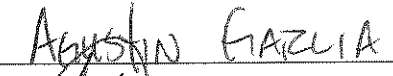



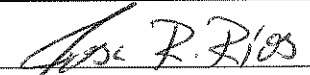
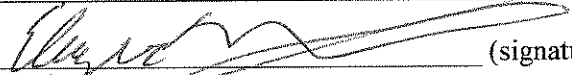


**PETITION TO APPROVE AMENDING THE DECLARATION
FOR THE ENCLAVE AT GALEWOOD CROSSING MASTER ASSOCIATION**

We, the undersigned, do hereby approve the Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association.

NAME	ADDRESS
<u></u> (signature) <u>Omar Bryant</u> (print name)	<u>1847 N. Lockwood</u> Chicago, IL Date: <u>5/28/2011</u>
<u></u> (signature) <u>Eridan M Cove</u> (print name)	<u>5347 W. Galewood</u> Chicago, IL Date: <u>5/28/2011</u>
<u></u> (signature) <u>LUISA NOLIIVOS</u> (print name)	<u>5-28/2011</u> Chicago, IL Date: <u>5228 W. Galewood</u>
<u></u> (signature) <u>MIJUNG J Russom</u> (print name)	<u>5.28.2011</u> Chicago, IL Date: <u>5233 W. Galewood</u>
<u></u> (signature) <u>Clavetha Jenkins</u> (print name)	<u>5234 W. Galewood</u> Chicago, IL Date: <u>5-28-11</u>
<u></u> (signature) <u>Luis Gonzalez</u> (print name)	<u>5240 W. GALEWOOD</u> Chicago, IL Date: <u>5-28-11</u>
<u></u> (signature) <u>Enrique Garcia Jr</u> (print name)	<u>1909 N. Lockwood AV</u> Chicago, IL Date: <u>5-28-11</u>
<u></u> (signature) <u>Diego Orimaldo</u> (print name)	<u>5256 W Hanson</u> Chicago, IL Date: <u>5-28-11</u>

**PETITION TO APPROVE AMENDING THE DECLARATION
FOR THE ENCLAVE AT GALEWOOD CROSSING MASTER ASSOCIATION**

We, the undersigned, do hereby approve the Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association.

NAME	ADDRESS
<u></u> (signature) <u>Kristen O Green</u> (print name)	<u>5234 W. Galewood Unit 2</u> Chicago, IL Date: <u>5-28-2011</u>
<u></u> (signature) <u></u> (print name)	<u>5258 W. HANSON</u> Chicago, IL Date: <u>5/28/11</u>
<u></u> (signature) <u>Adyna Jackson</u> (print name)	<u>5346 W. Hanson</u> Chicago, IL Date: <u>5/28/11</u>
<u></u> (signature) <u>Steven Rodriguez</u> (print name)	<u>5358 W. Hanson</u> Chicago, IL Date: <u>5/28/2011</u>
<u></u> (signature) <u>JOSE R. RIOS</u> (print name)	<u>5360 W HANSON</u> Chicago, IL Date: <u>5/28/2011</u>
<u></u> (signature) <u>Cleazar Mercado</u> (print name)	<u>5402 W. Hanson</u> Chicago, IL Date: <u>5/29/11</u>
<u></u> (signature) <u>ERIC DAVIS</u> (print name)	<u>5406 W HANSON</u> Chicago, IL Date: <u>5-28-11</u>
<u></u> (signature) <u>Angelo Borrero</u> (print name)	<u>5412 W. Hanson</u> Chicago, IL Date: <u>5/28/11</u>

**PETITION TO APPROVE AMENDING THE DECLARATION
FOR THE ENCLAVE AT GALEWOOD CROSSING MASTER ASSOCIATION**

We, the undersigned, do hereby approve the Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association.

NAME	ADDRESS
<u><i>Rosa Vazquez</i></u> (signature) <u>ROSA VAZQUEZ</u> (print name)	<u>1848 N Laramie. 1A</u> Chicago, IL Date: <u>5-28-11</u>
<u><i>Norma Lem</i></u> (signature) <u>NORMA LEM</u> (print name)	<u>5216 W Galewood</u> Chicago, IL Date: <u>5/28/11</u>
<u><i>Robin Smith McLean</i></u> (signature) <u>Robin Smith</u> (print name)	<u>1846 N Laramie Unit B</u> Chicago, IL Date: <u>5/28/11</u>
<u><i>R Gonzalez</i></u> (signature) <u>Rachel Gonzalez</u> (print name)	<u>5218 W. Galewood Ave</u> Chicago, IL Unit A Date: <u>5/28/11</u>
<u><i>Anthony Hartman</i></u> (signature) <u>Anthony Hartman</u> (print name)	<u>1900 N. Lockwood</u> Chicago, IL Date: <u>5/28/11</u>
<u><i>Juan Ortiz</i></u> (signature) <u>JUAN ORTIZ</u> (print name)	<u>1915 N. Lockwood.</u> Chicago, IL Date: <u>5/28/11</u>
<u><i>Alicia Alston</i></u> (signature) <u>Alicia Alston</u> (print name)	<u>5300 W. HANSON</u> Chicago, IL <u>5/28/11</u> Date:
<u><i>Alex Oliveira</i></u> (signature) <u>Alex Oliveira</u> (print name)	<u>5340 W HANSON</u> Chicago, IL Date: <u>5-28-11</u>

**PETITION TO APPROVE AMENDING THE DECLARATION
FOR THE ENCLAVE AT GALEWOOD CROSSING MASTER ASSOCIATION**

We, the undersigned, do hereby approve the Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association.

NAME	ADDRESS
<u><i>Jeresa Ross</i></u> (signature) <u>JERESA ROSS</u> (print name)	<u>5414 W. Hanson Dr</u> Chicago, IL Date: <u>05-28-2011</u>
<u><i>Ruben A Leon</i></u> (signature) <u>RUBEN A LEON</u> (print name)	<u>1910 N LOTUS</u> Chicago, IL Date: <u>05-28-2011</u>
<u><i>Edgar C</i></u> (signature) <u>Edgar Cherevez</u> (print name)	<u>1912 N LOTUS</u> Chicago, IL Date: <u>05-28-2011</u>
<u><i>Inkyung Yoo</i></u> (signature) <u>Inkyung Yoo</u> (print name)	<u>1914 N. Lotus</u> Chicago, IL Date: <u>05/28/11</u>
<u><i>Bianca Alarcón</i></u> (signature) <u>Bianca Alarcón</u> (print name)	<u>5421 W Galewood Ave</u> Chicago, IL Date: <u>05/28/11</u>
<u><i>Esteban Rios</i></u> (signature) <u>ESTEBAN RIOS</u> (print name)	<u>5353 W Galewood AVE</u> Chicago, IL Date: <u>5/28/11</u>
<u><i>Nathaniel Terry</i></u> (signature) <u>NATHANIEL TERRY</u> (print name)	<u>1903 N LOREL</u> Chicago, IL Date: <u>6/17/2011</u>
<u><i>Primitivo Lebron</i></u> (signature) <u>PRIMITIVO Lebron</u> (print name)	<u>1844 N. Lockwood</u> Chicago, IL Date: <u>6-17-2011</u>

**PETITION TO APPROVE AMENDING THE DECLARATION
FOR THE ENCLAVE AT GALEWOOD CROSSING MASTER ASSOCIATION**

We, the undersigned, do hereby approve the Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association.

NAME	ADDRESS
<u>Darryl Evans</u> (signature) <u>DARRYL EVANS</u> (print name)	<u>5350 W. HANSON</u> Chicago, IL Date: <u>5-28-11</u>
<u>Carmen Diaz</u> (signature) <u>Carmen Diaz</u> (print name)	<u>5338 W HANSON</u> Chicago, IL Date: <u>5/28/11</u>
<u>ARMA MODLEY</u> (signature) <u>Arma Modley</u> (print name)	<u>5/28/11</u> Chicago, IL Date: <u>1924 N Long Ave</u>
<u>Charles Catchings</u> (signature) <u>CHARLES CATCHINGS</u> (print name)	<u>1843 N Lockwood</u> Chicago, IL Date: <u>5/28/11</u>
<u>Raul G Arana</u> (signature) <u>Raul G Arana</u> (print name)	<u>1839 N. Lockwood Avenue Unit A</u> Chicago, IL Date: <u>6/23/11</u>
<u>John Rodriguez</u> (signature) <u>John Rodriguez</u> (print name)	<u>1848 N. Lockwood</u> Chicago, IL Date: <u>6/23/11</u>
<u>Amber Fullilove</u> (signature) <u>Amber Fullilove</u> (print name)	<u>5339 W GALEWOOD</u> Chicago, IL Date: <u>6/23/11</u>
<u>Rozella D'Neal</u> (signature) <u>ROZELLA D'NEAL</u> (print name)	<u>5333 W. GALEWOOD</u> Chicago, IL Date: <u>6/23/11</u>

**PETITION TO APPROVE AMENDING THE DECLARATION
FOR THE ENCLAVE AT GALEWOOD CROSSING MASTER ASSOCIATION**

We, the undersigned, do hereby approve the Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association.

NAME	ADDRESS
<u><i>Sheneka Agee</i></u> (signature) <u>Sheneka Agee</u> (print name)	<u>1852 N. Lockwood</u> Chicago, IL Date: <u>6/23/2011</u>
<u><i>Ramona Hudson</i></u> (signature) <u>Ramona Hudson</u> (print name)	<u>5331 W. Galewood</u> Chicago, IL Date: <u>6-23-2011</u>
<u><i>Amy E. Lamb</i></u> (signature) <u>Amy E. Lamb</u> (print name)	<u>5349 W. Galewood</u> Chicago, IL Date: <u>6-23-2011</u>
<u><i>Melvin Walker</i></u> (signature) <u>MELVIN WALKER</u> (print name)	<u>5355 N. Galewood</u> Chicago, IL Date: <u>6-23-2011</u>
<u><i>Willie Brown</i></u> (signature) <u>Willie Brown</u> (print name)	<u>5401 W. Galewood</u> Chicago, IL Date: <u>6-23-2011</u>
<u><i>Katrina Young</i></u> (signature) <u>Katrina Young</u> (print name)	<u>5419 W. Galewood Ave</u> Chicago, IL Date: <u>6/23/11</u>
<u><i>Yule Chai</i></u> (signature) <u>Yule Chai</u> (print name)	<u>1922 N. Lotus Ave</u> Chicago, IL Date: <u>6/23/11</u>
<u><i>Dellie Byrd</i></u> (signature) <u>Dellie Byrd</u> (print name)	<u>5414 W. Hanson</u> Chicago, IL Date: <u>6-23-11</u>

**PETITION TO APPROVE AMENDING THE DECLARATION
FOR THE ENCLAVE AT GALEWOOD CROSSING MASTER ASSOCIATION**

We, the undersigned, do hereby approve the Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association.

NAME	ADDRESS
<u>Mario Lozano</u> (signature) <u>Maria Lozano</u> (print name)	<u>5302 W HANSON</u> Chicago, IL Date: <u>6/23/11</u>
<u>[Signature]</u> (signature) <u>JUAN GARCIA</u> (print name)	<u>5302 W HANSON</u> Chicago, IL Date: <u>6/23/2011</u>
<u>[Signature]</u> (signature) <u>TOMMIE MATTHEW</u> (print name)	<u>5254 W. HANSON</u> Chicago, IL Date: <u>6-23-11</u>
<u>Jose L Villalpando</u> (signature) <u>Jose L. Villalpando</u> (print name)	<u>5240 W. Hanson</u> Chicago, IL Date: <u>6/23/11</u>
<u>[Signature]</u> (signature) <u>David Whitefield</u> (print name)	<u>1845 N. Lockwood AVE</u> Chicago, IL Date: <u>6/24/11</u>
<u>[Signature]</u> (signature) <u>Wilberto Ocasio</u> (print name)	<u>1838 N. Calumet</u> Chicago, IL Date: <u>7/2/11</u>
<u>[Signature]</u> (signature) <u>MATTHEW CHAN</u> (print name)	<u>5411 W. GALEWOOD</u> Chicago, IL Date: <u>7/2/11</u>
<u>[Signature]</u> (signature) <u>Andre McKennie</u> (print name)	<u>5345 W. Galewood 1A</u> Chicago, IL Date: <u>7/5/11</u>

**PETITION TO APPROVE AMENDING THE DECLARATION
FOR THE ENCLAVE AT GALEWOOD CROSSING MASTER ASSOCIATION**

We, the undersigned, do hereby approve the Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association.

NAME	ADDRESS
<u>Eric Myers</u> (signature) <u>ERIC MYERS</u> (print name)	<u>1839 N. Lockwood B</u> Chicago, IL Date: <u>6/02/2011</u>
<u>Ramon Nunez</u> (signature) <u>HAMON NUNEZ</u> (print name)	<u>5345 W GALEWOOD AVE B</u> Chicago, IL Date: <u>6-2-11</u>
<u>Juanita Alexander</u> (signature) <u>JUANITA ALEXANDER</u> (print name)	<u>5359 W. GALEWOOD</u> Chicago, IL Date: <u>7/2/11</u>
<u>Bo Pierson</u> (signature) <u>Bo Pierson</u> (print name)	<u>5417 W. Galewood</u> Chicago, IL Date: <u>7/7/11</u>
<u>Rodolfo Roxari</u> (signature) <u>Rodolfo Roxari</u> (print name)	<u>1910 N Long AV.</u> Chicago, IL Date: <u>7-05-11</u>
<u>Bonetta DeWitt Hall</u> (signature) <u>Bonetta DeWitt Hall</u> (print name)	<u>5403 W. Galewood Ave</u> Chicago, IL Date: <u>7-5-11</u>
<u>Terrance M. Campbell</u> (signature) <u>Terrance M. Campbell</u> (print name)	<u>5405 W. Galewood Ave</u> Chicago, IL Date: <u>7/6/11</u>
<u>Carson Johnson</u> (signature) <u>Carson Johnson</u> (print name)	<u>1920 N Lotus</u> Chicago, IL Date: <u>7/5/11</u>

**PETITION TO APPROVE AMENDING THE DECLARATION
FOR THE ENCLAVE AT GALEWOOD CROSSING MASTER ASSOCIATION**

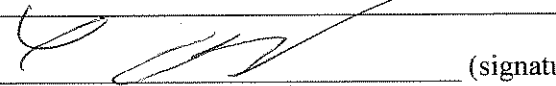
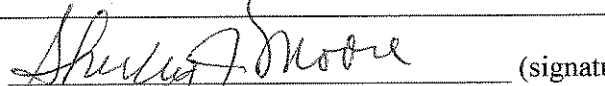


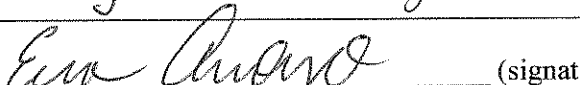
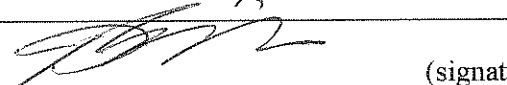
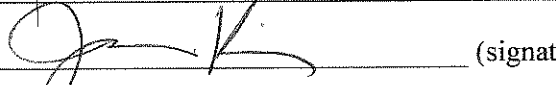
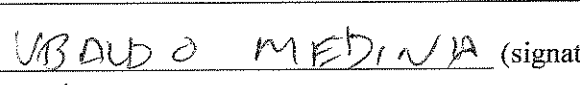
We, the undersigned, do hereby approve the Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association.

NAME	ADDRESS
<u>[Signature]</u> (signature) <u>Veronica Calderon</u> (print name)	<u>5404 W. Hanson</u> Chicago, IL 60639 Date: <u>7-5-2011</u>
<u>[Signature]</u> (signature) <u>Coutessa Griffin</u> (print name)	<u>5415 W. Galewood</u> Chicago, IL 60639 Date: <u>7.5.2011</u>
<u>[Signature]</u> (signature) <u>Jorge Trejo</u> (print name)	<u>1916 W Lotus</u> Chicago, IL Date: <u>7-5-11</u>
<u>[Signature]</u> (signature) <u>MARCELO PINTO</u> (print name)	<u>5354 W HANSON</u> Chicago, IL Date: <u>7-5-11</u>
<u>[Signature]</u> (signature) <u>JACKELINE AVINO MIRANDA</u> (print name)	<u>5355 W GALEWOOD AV UNIT B</u> Chicago, IL Date: <u>7-6-11</u>
<u>[Signature]</u> (signature) <u>JUAN A. RIOS</u> (print name)	<u>5400 W. HANSON</u> Chicago, IL Date: <u>CHICAGO IL</u>
<u>[Signature]</u> (signature) <u>MILTON FELICIANO</u> (print name)	<u>1911 N Lockwood Ave</u> Chicago, IL Date: <u>7-6-11</u>
<u>[Signature]</u> (signature) <u>Marilyn Mallett</u> (print name)	<u>1902 N Laramie Ave</u> Chicago, IL Date: <u>7-6-11</u>

marillene@comcast.net

**PETITION TO APPROVE AMENDING THE DECLARATION
FOR THE ENCLAVE AT GALEWOOD CROSSING MASTER ASSOCIATION**

We, the undersigned, do hereby approve the Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association.

NAME	ADDRESS
 (signature) Linda Ousby (print name)	5359 Galewood - B Chicago, IL Date: 6-23-11
 (signature) SHIRLEY J MOORE (print name)	1917 N LOTUS Chicago, IL Date: 06/23/11
 (signature) Alhaja S. Giora-Layton (print name)	1915 N. Lotus Chicago, IL Date: 6/23/11
 (signature) Elgin Swanson (print name)	1912 N. Lockwood Chicago, IL Date: 6/23/11
 (signature) EVA Arroyo (print name)	1902 N Lockwood Chicago, IL Date: 6-23-11
 (signature) PAUL Kim (print name)	1858 N WYHAMIE Chicago, IL Date: 7-6-11.
 (signature) Janis Kim (print name)	5235 W Galewood Ave Chicago, IL Date: 7-7-11
 (signature) UBALDO MEDINA (print name)	1846 N Lockwood Chicago, IL Date: 7-7-11

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association.

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

Ivan D. Sanford
Signature line

Date: May 7 . 2011

Ivan D. Sanford
Printed Name

Property Address: 1840 N. Lockwood Ave
Chicago, Illinois

Unit # B

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

Corbrina Rollins

Date: 5/19/, 2011

Signature line

Corbrina Rollins

Printed Name

Property Address: 5240 W. Galewood Unit # B
Chicago, Illinois

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

Kim Schwartz
Signature line

Date: July 1, 2011

Kim Schwartz
Printed Name

Property Address: 1900 Laramie Unit # _____
Chicago, Illinois

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

Brandie Rae Kadota
Signature line

Date: May 14, 2011

Brandie Rae Kadota
Printed Name

Property Address: 1856 N. Lockwood Ave. Unit # _____
Chicago, Illinois

to: 773-451-8052 (f)
Lieke L. Daley

773-451-8052

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

- I approve of the Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

Steven W. Casper
Signature line

Date: May 15th, 2011

Steven W. Casper
Printed Name

Property Address: ① 1907 N. Loriel Ave
② 1909 N Loriel Ave Unit # _____
Chicago, Illinois

- ③ 1910 N. Lockwood Ave.
- ④ 1912 N. Long Ave.
- ⑤ 1916 N. Long Ave.
- ⑥ 1921 N. Lotus Ave.
- ⑦ 5215 W. Galewood Ave.
- ⑧ 5217 W. Galewood Ave.
- ⑨ 5317 W. Galewood Ave.
- ⑩ 5321 W. Galewood Ave.
- ⑪ 5323 W. Galewood Ave.
- ⑫ 5211 W. Galewood Ave.
- ⑬ 5213 W. Galewood Ave.
- ⑭ 1911 N. Long Ave.


ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.



Signature line

Date: 10 JULY, 2011

MARLON V. CAJUCOM
Printed Name

Property Address: 5252 W HANSON Unit # 133
Chicago, Illinois


ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.


Signature line

Date: 10 July, 2011

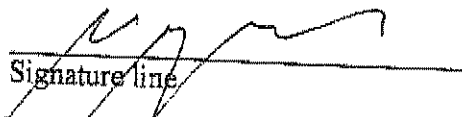
BROOK R. CAJUCOM
Printed Name

Property Address: 5252 W. HANSON Unit # 133
Chicago, Illinois

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION
BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

- I approve of the Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.


 Signature line
 ERIC EVANGELISTA
 Printed Name

Date: May 13, 2011

Property Address: 5229 W GALEWOOD
Chicago, Illinois

Unit #

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

IRINA SHUSTEP
Signature line

Date: 07/04, 2011

IRINA SHUSTEP
Printed Name

Property Address: 5222 GALEWOOD
Chicago, Illinois

Unit # 1,2

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

Robert G. Finnigan
Signature line

Date: 5-20, 2011

Robert G. FINNIGAN - MANAGER
Printed Name

Property Address: 14 Lots
Chicago, Illinois

Unit # _____



ROBERT G. FINNIGAN

ENCLAVE AT GALEWOOD MASTER

14 LOTS
5242, 5245, 5247, 5249, 5251
5307, 5309, 5311, 5315
1905, 1906, 1918, 1920, 1925

PAYMENT
RECORD

FIFTH-THIRD BANK

3303

773-451-8052

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

Jennifer Taylor / Pat Crotty Date: June 30, 2011
Signature/line

Jennifer Taylor / Pat Crotty
Printed Name

Property Address: 1919 N. Lotus Unit # _____
Chicago, Illinois

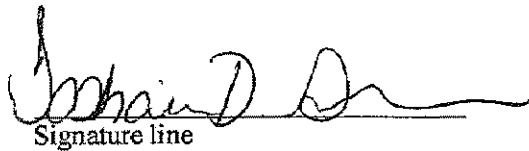
ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.


Signature line

Date: May 15, 2011

Tasharia D. Gardner
Printed Name

Property Address: 5218 West Galewood Ave
Chicago, Illinois

Unit # 160B

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

Marshe Schwartz, SRSNW Properties, LLC Date: June 25, 2011
Signature line

Marshe Schwartz for SRSNW Properties, LLC
Printed Name

Property Address: 5224 W Galewood Unit # A4B
Chicago, Illinois


ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.


Signature line

Date: 7/6/11, 2011

ANNA BREITMAN
Printed Name

Property Address: 5232 W. Galewood
Chicago, Illinois unit A & B

Lot# 155
Unit # ~~155~~

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

Lynda Schneider
Signature line

Date: *June 24*, 2011

Lynda Schneider
Printed Name

Property Address: *1837 N. Lockwood* Unit # *1 #2*
Chicago, Illinois

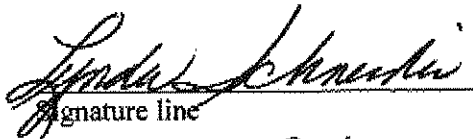
ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.


Signature line

Date: June 24, 2011

Lynda Schneider
Printed Name

Property Address: 5231 W. Galewood Unit # _____
Chicago, Illinois

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

Chiquita Moore
Signature line

Date: June 30, 2011

Chiquita Moore
Printed Name

Property Address: 1911 N. Lotus
Chicago, Illinois

Lot
Unit # 90

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

Bledar Alickolli

Signature line

Date: 05/24/2011, 2011

BLEDAR ALICKOLLI

Printed Name

Property Address: 5343 W. GALEWOOD AV.
Chicago, Illinois

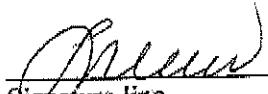
LOT 58
Unit # A, B

**ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION
BALLOT**

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.


Signature line

Date: 7.7.11, 2011

SALASMANA, NADINE
Printed Name

Property Address: 5236 Galewood Unit # _____
Chicago, Illinois

Fax: 773-451-8052

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:



I approve of the Amended and Restated Declaration.



I do not approve of the Amended and Restated Declaration.

Eunie S. Lee

Date: May 9, 2011

Signature line

Eunie S. Lee

Printed Name

Property Address: 1918 N. Lotus Unit #
Chicago, Illinois 60639

Fax # 773-451-8052

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

Colette Hands

Signature line

Date: 7/7, 2011

Colette Hands

Printed Name

Property Address: 1842 N. Laramie Ave
Chicago, Illinois

Unit # A

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.



Signature line

Date: July 12, 2011

Lyndon Ferrer

Printed Name

Property Address: 5306 Hanson Ave Unit # 126
Chicago, Illinois

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

M. Vargas
Signature line

Date: 07-12-, 2011

Miguel Vargas
Printed Name

Property Address: 5418 W Hansen drive Unit # _____
Chicago, Illinois

ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

Cristina Marin

Signature line

Date: 07-12- 2011

Cristina Marin

Printed Name

Property Address: 5418 W Hanson drive Unit # _____
Chicago, Illinois

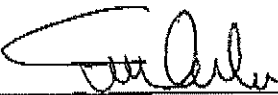
ENCLAVE AT GALEWOOD CROSSINGS MASTER ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for the Enclave at Galewood Crossing Master Association:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.



Signature line

Date: 7/10, 2011

Yoshino Oishi

Printed Name

Property Address: 5241 W. Galewood Ave Unit # 27
Chicago, Illinois