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AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS, RESTRICTIONS AND PARTY WALL  
RIGHTS FOR COPPERFIELD VILLAGE TOWNHOMES AND BY-LAWS  
OF COPPERFIELD VILLAGE TOWNHOME OWNERS ASSOCIATION

This Amended and Restated Declaration of Covenants, Conditions, Easements, Restrictions and Party Wall Rights for Copperfield Village Townhomes and By-Laws of Copperfield Village Townhome Owners Association is made this 3rd day of APRIL, 1992, by PULTE HOME CORPORATION, a Michigan corporation (hereinafter referred to as "Declarant"), and by each of the Owners of Lots who signatures are appended to this Restated Declaration (the "Consenting Owners").

W I I N E S S E I H:

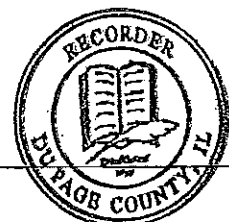
WHEREAS, Harris Bank Naperville, as Trustee under Trust dated January 27, 1988 and known as Trust No. 5034 ("Trustee") did, on September 22, 1989, record with the Recorder of Deeds of DuPage County, Illinois, as Document NO. R89-118205 a certain Declaration of Covenants, Conditions, Easements, Restrictions and Party Wall Rights for Copperfield Village Townhomes and By-Laws of Copperfield Village Townhome Owners Association (the "Declaration") against all of the real estate described on Exhibit A attached hereto and made a part hereof (the "Development Area" as defined in the Declaration); and

WHEREAS, Trustee has conveyed eight (8) subdivided "Townhome Lots" (as defined in the Declaration) within the Development Area, each improved with a "Townhome Unit" (as defined in the Declaration) to those persons who are

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A. KAKAS  
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DU PAGE COUNTY REC'D

R92-065247  
RECORDER  
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I certify that this is a copy of an instrument recorded in my office.

Fred Bucholz  
Fred Bucholz  
DuPage County Recorder  
Date: 0-28-90  
Deputy: [Signature]

presently the "Owners" of such Townhome Lots (as that term is defined in the Declaration); such Townhome Lots being legally described on Exhibit "B" attached hereto; and

WHEREAS, Trustee has conveyed to Declarant the real estate described on Exhibit "C" attached hereto and made a part hereof (the "Balance of the Development Area"). The Balance of the Development Area, together with the Townhome Lots described on Exhibit "B", constitute all of the "Development Area" as defined in the Declaration and all of the "Properties" as defined in this Restated Declaration. The "Development Area" and the "Properties" are one and the same; and

WHEREAS, under the terms of ARTICLE TWELVE, Section 12.05 of the Declaration, Trustee, as "Trustee" under the Declaration, and Fox River Valley Partnership, an Illinois general partnership, as "Developer" under the Declaration, have the right to assign and transfer all of their respective rights as "Trustee" and "Developer" under the Declaration; and

WHEREAS, Trustee and Developer have each assigned and transferred to Declarant, their respective rights as "Trustee" and "Developer" under the Declaration, by that certain "Assignment and Transfer of Rights" dated APRIL 3, 1992 and recorded X APRIL 9, 1992 as Document No. XR92-65246 with the DuPage County Recorder; and

WHEREAS, the Consenting Owners whose signatures are appended to this Restated Declaration constitute 75% of the Owners of Townhouse Units, as defined in the Declaration, and as such, are authorized by ARTICLE NINE, Section 9.02 of the Declaration to amend the Declaration by written instrument recorded with the Recorder of Deeds of DuPage County, Illinois; and

WHEREAS, Declarant, as assignee of the rights of Trustee and Developer under the Declaration hereby consents to this Restated Declaration, and the provisions of Section 6.10 ARTICLE TEN and ARTICLE NINE are not amended by this Restatement, but appear herein as ARTICLE SEVEN Section 2 hereof, ARTICLE SIXTEEN hereof and ARTICLE NINETEEN Section 3 hereof, so that no consents from any other Owners or "Eligible Mortgagees" (as defined in the Declaration) are required for the execution of this Restatement.

NOW, THEREFORE, the Declarant and the Consenting Owners hereby declare that the Declaration is hereby amended and restated in its entirety as follows and that all of the Properties described in said Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, liens and charges which are for the purpose of protecting the value and desirability of, and which shall run with the Properties and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

SECTION 1. "ASSOCIATION" shall mean and refer to Copperfield Village Townhome Owners Association, an Illinois not-for-profit corporation, its successors and assigns.

SECTION 2. "COMMON AREA" shall mean all real property (and improvements thereto, including but not limited to any Detention Areas) owned by the Association for the common use and enjoyment of the Owners.

The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Lot 2 in Copperfield Village Unit 2, being a subdivision of part of the Southwest Quarter of Section 8, Township 38 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

ALSO

Lot 1 in the Third Resubdivision of Copperfield Village Unit 2, being a subdivision of part of the Southwest Quarter of Section 8, Township 38 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois, except any parts described on Exhibit D to this Restated Declaration.

The Common Area may be designated on any Plat of Resubdivision of the Properties or on any Amendments or Supplementary Declaration.

SECTION 3. "COMMUNITY FENCES" shall mean those fences initially installed by Declarant on any land within the Properties but excluding privacy fences installed between townhouses.

SECTION 4. "DECLARANT" shall mean and refer to Pulte Home Corporation, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

SECTION 5. "ENTRYWAYS" shall mean such portions of the Properties as may be identified on any Plat of Subdivision thereof or as Declarant may determine, on which Declarant, prior to conveyance of the same to a third party, has constructed or has commenced construction of a sign or monument identifying the Copperfield Village Townhome Development or any portion thereof.

SECTION 6. "FIRE ALARM SYSTEM" shall mean and refer to the system originally installed by Declarant within each townhome (or, in the case of

the lots described on Exhibit "B" that portion of any system installed by Developer within each Townhome Unit which relates to fire protection) providing for transmission of signals in the event of fire, to the City of Naperville or such other public entity entrusted with fire protection and/or fire prevention responsibilities.

SECTION 7. "LOT" for the purposes of this Declaration shall mean and refer to any plot of land shown upon any Plat of Subdivision of the Properties and upon which one individual townhouse dwelling unit is constructed or to be constructed. In addition, "Lot" shall also mean and refer to each of the separately described lots on Exhibit "D" attached hereto and made a part hereof, which contain each of the "Townhome Units" described in Exhibit "B" attached, together with additional areas deeded to the Owners of those Townhome Units.

SECTION 8. "MEMBER" shall mean and refer to every person or entity who holds a membership in the Association.

SECTION 9. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 10. "PARKING AREAS" shall mean (a) any areas designated as "Parking Areas" on any Lot or Common Area, by a plat of subdivision, a deed, a declaration of easement or a grant of easement executed and recorded by Declarant with the Recorder of Deeds of DuPage County, Illinois, or (b) any areas constructed by Declarant for use as parking areas within any rights-of-way within the Properties, or (c) any areas within a Lot or

Common Area on which Declarant has commenced construction for use as Parking Areas at the time such Lot is conveyed by Declarant to a third party. Areas designated as "Parking Areas" may (but shall not be required to) be deeded to the Association as Common Area.

SECTION 11. "PLAT OF SUBDIVISION" shall mean a plat of the Properties, or any part thereof, subdividing or resubdividing the same into Lots, and recorded with the Recorder of Deeds of DuPage County, Illinois.

SECTION 12. "PROPERTIES" shall mean and refer to that certain real property hereinbefore described on Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

## ARTICLE TWO

### ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1. Annexation by the Members. Annexation of any real estate to the Properties shall require the recording of an instrument signed by the Association with the assent of not less than sixty-seven percent (67%) of the votes of each class of Members present in person or by written proxy at a meeting duly called for this purpose, at which a quorum is present, written notice of which shall be sent to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting setting for the purpose of the meeting.

SECTION 2. Annexation Limited to Lots and Common Area. No real estate may be annexed to the Properties under the provisions of Section 1 of this Article, other than real estate that will fall within the definition of "Lots" or "Common Area", as set forth in ARTICLE ONE hereof, but such real estate may also contain Parking Areas, Community Fences and Entryways.

ARTICLE THREE

MEMBERSHIP IN THE ASSOCIATION

SECTION 1. Membership. Every person or entity, including the Declarant, who is a record owner of a fee or an undivided fee interest in any Lot which is subject to this Declaration, including contract sellers, shall be a Member of the Association and each purchaser of any Lot by acceptance of a deed therefor covenants and agrees to be a member of the Association whether or not it shall be so expressed in any deed or other conveyance. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. For each Lot owned, the Owner thereof shall be entitled to one (1) membership. Membership shall be appurtenant to and may not be separated from the fee ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. For the purpose of this Declaration, the word "Member" shall include any beneficiary of a trust holding legal title to one or more Lots.

SECTION 2. Transfer. Membership held by any Owner of a Lot is an appurtenance to such Lot and shall not be transferred, alienated, or pledged in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser of such Lot. Any attempt to make a transfer except by the sale or encumbrance of a Lot is void. Reference to the transfer of membership need not be made in an instrument of conveyance or encumbrance of such Lot for the transfer to be effective, and the same shall automatically pass with title to the Lot.

ARTICLE FOUR

VOTING RIGHTS IN THE ASSOCIATION

The Association shall have two classes of voting membership:

Class A: Class A Members shall be all those Owners as defined in ARTICLE THREE with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in ARTICLE THREE. When more than one person holds such interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by ARTICLE THREE, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

(a) Seven (7) years from the date of this Declaration.

(b) Sixty (60) days after seventy-five percent (75%) of the Lots which have been submitted to this Declaration shall have been conveyed by Declarant to Owners; or

(c) The date on which Declarant voluntarily withdraws as the Class B Member by executing and recording with the Recorder of Deeds of DuPage County, Illinois, a written declaration of intent to withdraw, which shall become effective in the manner specified in such declaration of intent.

Anything contained in the Articles of Incorporation or the By-laws of the Association notwithstanding, so long as Declarant is a Class B Member,



It shall have the absolute right to appoint and remove any member of the Board of Directors and/or officers of the Association.

ARTICLE FIVE

PROPERTY RIGHTS

SECTION 1. Members' Easements of Enjoyment. Every Member shall have a right and easement for ingress and egress over and across and use of enjoyment in and to the Common Area and Parking Areas and such easements shall be appurtenant to and shall pass with the title to every Lot. Reference in the respective deeds of conveyance, or in any mortgage or trust deeds 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 said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents. Said right of easement for ingress and egress over and across and of enjoyment in and to the Common Area and Parking Areas shall be subject to the following provisions:

- (a) The right of the Association, in accordance with Articles and By-Laws to borrow money for the purposes of improving or reconstructing the Common Area and facilities thereof and in aid thereof to mortgage said Common Area (or a portion thereof).
- (b) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules

and regulations of the Association provided that any suspension of such voting rights, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By-Laws of the Association.

- (c) The right of the Association to declare or grant easements and licenses and to dedicate or transfer all or any part of the Common Area and Parking Areas to any public agency, authority, or public or private utility. No such dedication or transfer shall be effective unless an instrument has been recorded, signed by the Association and authorized by the assent of at least sixty-seven (67%) percent or more of the votes of each class of Members present in person or by proxy and entitled to vote at a meeting duly called for this purpose at which a quorum is present, written notice of which is mailed to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting, setting forth the purposes of the meeting.
- (d) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and Parking Areas.
- (e) The right of Declarant and its designees (and their respective sales agents and representatives) to (1) non-exclusive use of the Common Area (as may be amended by annexation from time to time) in connection with the sale or rental of residential units within such tracts; and (2) the use of any improved townhouse on any of the Lots as a sales office until the last such Lot in the

Properties is improved with a townhouse and conveyed to a third party purchaser.

(f) Such other rights as are reserved or created by this Declaration.

SECTION 2. Delegation of Use. Any Member may delegate in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and Parking Areas to the members of his family, his tenants or contract purchasers who reside on the property.

SECTION 3. Access to Lots. The Association and its respective agents, employees and independent contractors shall have the right and license to enter upon any Lot to the extent necessary to exercise any right or responsibility of the Association as set forth in this Declaration, as to the Lot or the home or other improvements situated thereon, and shall not be guilty of trespass.

SECTION 4. Access to Adjoining Lots. Every Owner of a Lot and also the Association, and their respective agents, employees and independent contractors, shall have and is hereby granted the right and license to enter upon the adjoining Lot or the Common Area to the extent necessary for the purpose of maintaining, repairing, replacing or adding to the improvements situated on or near the boundary of such Owner's Lot and shall not be guilty of any trespass. In the event the Owner of a Lot or the Association, or their respective agents, employees or independent contractors enter upon any such Lot or the Common Area for the purposes of exercising the right and license created by this Section 4, then such Owner, or the Association, as the case may be, shall make all necessary repairs or replacements on such Lot or the Common Area to correct any damage inflicted upon the same by exercise of the right and license.

SECTION 5. Title to the Common Area. The Declarant covenants for itself, its heirs and assigns, that it will convey or cause to be conveyed fee simple title to the Common Area to the Association free and clear of all encumbrances and liens, prior to the conveyance by Declarant of the first Lot improved with a townhouse dwelling to an Owner subject to:

- (a) Covenants, conditions and restrictions then of record;
- (b) The terms of this Declaration;
- (c) Public zoning ordinances;
- (d) Current real estate taxes, not yet due and payable (for which Declarant shall pay or make arrangements to pay its pro rata share);
- (e) Utility easements granted or to be granted for sewer, water, gas, electricity, telephone and any other necessary utilities; and
- (f) Reservation of easement for ingress and egress.

SECTION 6. Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Association nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area or by abandonment of his Lot.

#### ARTICLE SIX

##### COVENANT FOR ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant (subject to the provisions set forth in Sections Seven and Eight of this ARTICLE SIX) for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor or possession thereof, whether or not it shall be so

expressed in any such deed or other conveyance, is deemed to personally and individually covenant and agree to pay to the Association; (1) annual assessments or charges, (2) special assessments, and (3) a single capital contribution, such assessments to be fixed, established and collected from time to time as hereinafter provided. The assessments, together with interest thereon, attorney's fees and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment (and deficiency contributions, in the case of Declarant), together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment falls due. The personal obligation shall pass to his successors in title accepting a deed to or assignment of beneficial interest in any trust holding title to said Lot.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare and enjoyment of its members, and in this connection, for the maintenance of the Lots including yards and landscaping, for the maintenance and repair of the townhouses constructed on the Lots, for the payment of service charges for the maintenance and operation of the Fire Security System, for the maintenance, repair, improvement of the Parking Areas, Common Area, Community Fences and Entryways and for the snow plowing of the Parking Areas, Common Areas and facilities thereon, and the payment of real estate taxes thereon, for snow removal from driveways and service walks, for snow removal around and maintenance, repair and replacement of any cluster mailboxes within the Properties, for the payment

of premiums for the insurance which is the obligation of the Association, and to provide funds for the Association to carry on its duties set forth herein or in its Articles of Incorporation or By-Laws.

SECTION 3. Basis and Maximum of Annual Assessments. Until January 1st of the year immediately following the year of conveyance of the first Lot to an Owner, the maximum annual assessment permitted shall be \$864.00 per Lot (and if collected monthly, at the rate of \$72.00 per month).

- (a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1st of each year by the Board of Directors of the Association (at any meeting of the Board of Directors duly convened at least thirty (30) days prior to said January effective date) without a vote of the membership, provided that any such increase shall not be greater than a ten percent (10%) increase over the maximum annual assessment permitted for the year immediately preceding.
- (b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased for any year by the Board of Directors of the Association at any time, over the maximum annual assessment permitted for the year immediately preceding, without the vote of the membership, if the same is necessary to (i) pay the costs of any increases in real estate taxes for the Common Area over prior years, or (ii) pay the cost of increases in premiums for insurance procured by the Association over the prior years.

(c) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased for the coming assessment year only or for all succeeding assessment years effective January 1st of each year by the Board of Directors at any meeting of the Board of Directors (duly convened at least thirty (30) days prior to said January 1st effective date) in an amount greater than provided in subsections (a) or (b) hereof for the coming assessment year provided that any such change shall have the assent of the majority of the votes of each class of Members voting in person or by proxy, at a meeting duly called for such purpose, at which a quorum is present, written notice of which will be sent to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting, setting forth the purpose of the meeting.

(d) After consideration of future needs and expected expenditures of the Association, the Board of Directors may fix regular annual assessments in lesser amounts than the maximum annual assessments permitted or may, in its discretion, require no annual assessment whatsoever for any year, but such action shall not limit or prohibit the Board from fixing assessments for any year(s) following on the basis of increases in the maximum annual assessments permitted hereunder rather than the actual assessments so fixed.

SECTION 4. Reasonable Reserves. The Association shall establish and maintain from annual assessments collected hereunder, reasonable reserves for the costs of the maintenance and repair of the townhomes, yards,

landscaping and driveways located on the Lots and for the costs of maintenance, repair and replacement of the Parking Areas, Common Area, Entryways and Community Fences, all of which are the obligation of the Association hereunder, and may establish and maintain such other reasonable reserves as the Board deems necessary and convenient which are consistent with the powers and duties of the Association.

SECTION 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment for the purpose of defraying in full or in part: (a) the cost of any reconstruction, repair or replacement of the townhome located on any Lot, including landscaping related thereto; (b) the cost of any construction, reconstruction, repair or replacement of any improvement on the Common Area, including pavement, necessary fixtures, personal property or landscaping thereto; (c) the cost of any reconstruction, repair, or replacement of the Entryways, Community Fences or Parking Areas; or (d) for the purpose of providing funds to the Association to carry on any of its duties set forth in this Declaration or in its Articles of Incorporation or By-Laws; provided that any such assessment shall have the assent of a majority of the votes of each class of Members voting in person or by proxy at a meeting duly called for this purpose, at which a quorum is present, written notice of which shall be sent to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting, setting forth the purpose of the meeting. Unless the special assessment specifies that it shall be applicable to a specified number of years, it shall be applicable only to the year enacted. In the event a special assessment is to be levied for the construction, reconstruction, repair or replacement of less



than all of the townhouses located within the Properties, such assessment may, by the action described herein, be levied against only those Lots which benefit by such construction, reconstruction, repair, or replacement, in proportion to their benefit, and not against the other Lots in the Properties.

SECTION 6. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis or such other basis as set by the Board of Directors.

SECTION 7. Assessment for Lots Owned by Declarant. Notwithstanding the foregoing provisions, the annual assessments and the special assessments for any Lots while owned by Declarant and improved with a completed townhouse, but unoccupied by any tenant of Declarant shall be limited to twenty-five percent (25%) of the amounts fixed with respect to Lots owned by Owners other than Declarant. Prior to the completion of a townhouse on any Lot, such Lot shall be exempt from assessments.

SECTION 8. Deficiency Contributions. For every calendar year during which Declarant remains a Class B Member of the Association, Declarant shall contribute to the Association all funds in excess of the budgeted and collected assessments which shall be necessary to defray the costs properly paid or incurred by it for the purposes for which annual assessments may be collected, all without limitation to the maximum amounts provided under Section 3. Declarant's contribution for the calendar year during which Declarant's Class B membership terminates shall be prorated to the date of such termination.

For purposes hereof, the establishment of reserves pursuant of Section 4 of this ARTICLE SIX does not constitute the payment or incurring

of costs by the Association and Declarant's deficiency contribution shall not be required to be applied to the establishment of reserves.

SECTION 9. Date of Commencement of Annual Assessments, Due Dates: The annual assessments provided for herein shall commence for any Lot within the Properties or any phase thereof annexed to the Properties on the day of the conveyance of the first Lot in the Properties or such phase and shall be prorated for the month of said conveyance. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of the annual assessment shall be sent to every Owner subject thereto. The due dates when said annual assessments are due and payable shall be established by the Board of Directors.

SECTION 10. Capital Contribution. At the time of the initial sale of any Lot from Declarant to any Owner, such Owner shall pay to Declarant for the use of the Association a sum equal to twice the monthly charge for the Annual Assessment then in effect. Such sum shall be delivered by Declarant to the Association for use as described in Section 2 of this ARTICLE SIX. The Capital Contribution for any Lot shall be levied only upon the sale by Declarant to an Owner and shall not be levied on any subsequent sales of the Lot.

SECTION 11. Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the annual assessments on a specified Lot have been paid and the amount of the

delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Said certificates shall be conclusive evidence that any assessment therein stated to have been paid has in fact been paid. No charge shall be made for issuing from time to time said certificates to the Declarant on Lots then owned by Declarant.

ARTICLE SEVEN

EFFECT OF NONPAYMENT OF ASSESSMENTS,  
REMEDIES OF ASSOCIATION

SECTION 1. Delinquency. Any assessment provided for in this Declaration which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association and applied uniformly. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessments shall bear interest from the date of delinquency at the highest rate permitted by Illinois law, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien (provided for in Section 1 of ARTICLE SIX hereof) against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing a Complaint and such action and reasonable attorney's fees, and in the event a judgment is obtained, such judgment shall include all assessments accrued from date of suit to judgment, increased by such late charges, costs and fees, plus interest. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law

or lien foreclosures against such Owner for the collection of such delinquent assessments.

SECTION 2. Association's Lien Subordinated to Mortgages. The lien on each Lot provided for in ARTICLE SIX Section 1 for assessments or other charges or payments shall be subordinate to the lien of any first mortgage on the Lot recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien provided for in ARTICLE SIX Section 1 shall not be affected by any transfer of title to the Lot. Where title to the Lot is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall (to the extent permitted by law) extinguish the lien for any assessments or other charges or payments under ARTICLE SIX Section 1 which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Lot, whichever occurs first. However, the transferee of a Lot shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Lot has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Lot as provided in ARTICLE SIX Section 1. If for any reason the Owner of a Lot is permitted to remain in possession of his Lot during the pendency of a foreclosure action with respect to the Lot, the Owner shall be required to pay a reasonable rental for such right and the Plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect such rental.

ARTICLE EIGHT

PARTY WALLS

SECTION 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the townhouses and/or garages units in the subdivision and placed on the dividing line or adjacent to or near the dividing line (provided same serves two or more units) between the units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

SECTION 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or walls shall be shared by the Owners who make use of the wall or walls in proportion to such use.

SECTION 3. Encroachments and Overhangs. Since some of the individual townhouses in a building may be aesthetically and functionally designed with structures that encroach and/or overhang (above, beneath, and/or at grade level) adjoining Lots, the Owners of each Lot hereby take title subject to a perpetual easement for any such overhang and/or encroachment, which easement shall include the reasonable right of access thereto for inspection, maintenance, repair and/or replacement of all or a portion thereof. In the event of a fire or other casualty that results in a total or partial destruction of a townhouse or a building, each townhouse is entitled to be repaired or rebuilt in such a fashion to permit these overhangs or encroachments to be reestablished.

SECTION 4. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the

wall may restore it, and, if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to require for a larger contribution of reimbursement from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 6. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

#### ARTICLE NINE

##### EASEMENTS

SECTION 1. Utility Easements. The Declarant hereby reserves unto itself, its successors, assigns and designees, the right to create, declare and grant over, above, under and across the Common Area and the Parking Areas, nonexclusive perpetual utility easements for the installation, construction, improvement or removal or reconstruction, replacement, substitution, and maintenance of sewer (storm and sanitary) water, gas, electricity, master television antenna and transmission systems, telephone and any other easements as may be necessary in the Declarant's sole judgment to develop, service and maintain the Properties. The aforesaid easement shall include reasonable rights of ingress and egress.

SECTION 2. Easement for Installation and Maintenance of Storm Water Lines. The Declarant hereby reserves unto itself, the Association and their respective successors, assigns and designees an easement over each of the Lots within the Properties, the Parking Areas and the Common Area for the following purposes: (i) the installation, maintenance and repair of downspouts on any townhome constructed on any Lot where deemed necessary or appropriate by Declarant or the Association or their successors or assigns to alleviate storm water run off problems and (ii) the installation, maintenance and repair of underground storm water lines on any Lot, the Parking Areas, or the Common Area for connection to any downspout so installed by Declarant or the Association or their successors or assigns on that Lot or any other Lot, for connection to any storm water sewer constructed within the Properties. Such downspouts and/or storm water lines so installed by the Declarant, the Association or their respective successors, assigns and designees on any townhome on any Lot or Common Area shall be and remain the property of the Association or its successors or assigns, and shall thereafter be maintained, replaced and repaired thereby. The aforesaid easement shall include reasonable rights for ingress and egress and shall be perpetual. No Owner of a Lot shall interfere with any downspout or storm water line installed on his townhouse or Lot, or the passing of storm water through the same.

SECTION 3. Ownership of Utility Lines. The Declarant shall initially own all storm sewers, sanitary sewers, and water lines when situated in, or over, under, along or across the Common Area and shall have the right (but not the obligation) of maintenance, replacement, repair or removal thereof and reasonable access thereto. Declarant may transfer title to said storm

sewers, sanitary sewers and water lines and Declarant's rights of maintenance, replacement, repair and removal thereof to any designee deemed beneficial or appropriate by Declarant (including any governmental or quasi-governmental authority), which transfer and assignment shall be effectuated by a bill of sale or other appropriate writing. In the absence of such a transfer prior to the completion of the sale of all of the Lots by Declarant to the Owners purchasing the same, the transfer shall automatically be deemed to have been made to the Association upon the closing of the sale of last Lot to an Owner, without further action or documentation.

SECTION 4. Driveway and Parking Area Easements. Each Owner shall have a right of easement for ingress and egress for his benefit and for the benefit of his guests and invitees over that portion of any Lot on which is located a Parking Area, or a driveway leading from the right-of-way to the garage on his Lot. It is contemplated that in some instances driveways constructed by Declarant shall serve more than one (1) Lot. In no event shall any Owner block any driveway, Parking Area, or sidewalk so as to prevent reasonable access by others.

SECTION 5. Reservation of Easements for Declarant's Benefit. Anything contained in this Declaration to the contrary notwithstanding, the Declarant hereby reserves for itself, its agents, employees, contractors, sub-contractors, workmen, materialmen, invitees and any successor builders an easement under, over and across the Common Area (as amended from time to time by annexation) for the purposes of constructing, completing, repairing, maintaining, inspecting, exhibiting and selling any Lots or townhouses then owned by the Declarant.



SECTION 6. Easements for Construction Errors, Settlement, Shifting.

Declarant hereby declares and reserves to itself and all Owners easements of not more than one (1) foot for the continuation, repair, and replacement of any walls or structures encroaching on any adjoining Lot by reason of inadvertent construction error, settlement, or shifting.

SECTION 7. Installation, Maintenance and Repair of Common Area, Entryways, Community Fences and Parking Areas.

The Declarant hereby reserves unto itself, its successors, assigns, and designees, and to the Association the right and easement to come on to the Lots or the Common Area for purposes of building, installing, maintaining, repairing, and replacing Common Area, Entryways, Parking Areas and Community Fences thereon.

SECTION 8. Rights to Reserve or Grant Specific Easements for Common Area, Entryways, Community Fences and Parking Areas.

Declarant shall have the right to grant or reserve specific non-exclusive easements on any portion of any Lot (except portions occupied by dwellings) or on the Common Area for the installation, maintenance and repair of Common Area, Entryways, Community Fences and Parking Areas. Such easements may be created after such Lots are conveyed to Owners or after the Common Area is conveyed to the Association only if (i) such areas are designated as such by a plat of subdivision, a deed, a declaration of easement or a grant of easement executed and recorded by Declarant with the Recorder of Deeds of DuPage County, Illinois or (ii) construction of such has commenced prior to conveyance of such Lot or Common Area. Failure to so grant or reserve a specific easement shall not invalidate or adversely affect the easements reserved under Section 7 hereof.

SECTION 9. Easement for Fire Security System. In addition to the other easements as provided for herein, each individual as a condition of a conveyance to him hereby grants to the Association an easement to enter upon the individual Lot for the purposes of installation, maintenance, monitoring or operation of the Fire Security System or such other fire alarm and/or fire protection systems as is or may be from time to time required by officials of the City of Naperville or other public entity entrusted with fire protection and/or fire prevention, and/or private contractor selected by Declarant, said easement shall include, but not be limited to, the right to maintain in some or all of the individual Lots, fire control system panels for said Lot or a number of Lots as Declarant in its discretion deems necessary or advisable. Said Lot Owner shall grant to Declarant, City of Naperville, personnel responsible for maintaining said equipment, Association Board members and employees and agents and other persons at the discretion of the Declarant and/or Board thereof access to said panels and/or systems at reasonable times and during any emergency at such times as those persons in their sole discretion deem necessary, said access shall be through a pass key or separate pass lock as the Declarant deems necessary to comply with the rules and regulations of the City of Naperville.

SECTION 10. Extended Use Easement. In order to create an aesthetically attractive and functional development, townhouses may be positioned on Lots in such manner that the use and enjoyment thereof may reasonably require that Owners of such townhouses have the right to use or have access to and across portions of adjacent Lots or adjacent Common Areas. To accomplish the foregoing, Declarant hereby reserves the right to

grant or reserve non-exclusive easements on any portion of a Lot (except portions occupied by dwellings) or Common Area prior or subsequent to the conveyance thereof by Declarant for the benefit of an adjacent Lot owner for such purposes as Declarant may in its sole determination deem essential to the reasonable use and enjoyment of the Lot owned by the beneficiary of such easement.

SECTION 11. Power Coupled with an Interest. In furtherance of Declarant's rights to create easements pursuant to Sections 8, 9 and 10 above, a power coupled with an interest is hereby reserved to Declarant, as attorney-in-fact of the Association and of the Owners of all Lots within the Properties, to grant or reserve such easements, and the giving of any deed, mortgage, or other instrument with respect to the Common Area or any Lot, and acceptance thereof, shall be deemed a grant and acknowledgment of and a consent to such power of said attorney-in-fact.

#### ARTICLE TEN

##### APPEARANCE CONTROL COMMITTEE

No structure, patio, deck, post, improvement or addition or permanent (as apposed to annual) landscaping or plant materials (including, but not limited to those set forth in ARTICLE TWELVE, Section 5 hereof), shall be erected, placed or altered on any Lot within the Properties described herein (except as are installed or approved by the Declarant in connection with the initial construction of the dwellings and other improvements on the Lot) until the building plans, specifications and plot plan showing the location and proposed erection, placement or alteration of any such structure, patio, deck, post, improvement or addition or a plan or description

of any permanent landscaping or plant materials have been approved in writing as to conformity of external design and harmony with existing structures or landscaping on the Properties and as to location with respect to topography and finished ground elevation, by an Appearance Control Committee which shall consist of three (3) members designated and replaced from time to time by the Declarant, 2500 W. Higgins Road, Suite 770, Hoffman Estates, Illinois 60195. The committee shall notify an applicant of such approval or disapproval of its action within thirty (30) days after said building plans and specifications and plat plan or landscaping plan or description have been submitted to the committee; or, in the event the committee does not disapprove of building plan, specifications and plat plan as submitted within said 30 day period and no suit to enjoin the erection, placement or alteration of such structure, patio, deck, post or other improvement or addition or such permanent landscaping or plant materials, or to require the removal thereof has been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with. In the event such a suit is filed or in the event the Association takes other actions to enforce this Declaration with respect to such improvement, addition, or landscaping, the Owner shall be responsible for attorneys' fees and costs, as provided in Article Nineteen, Section 1 hereof. In the event such structure, improvement, or addition or permanent landscaping or plant materials are erected, placed, or altered on any such Lot in violation of the provisions of this ARTICLE TEN, the authorized agents of the Association, upon the affirmative vote taken by the Board of Directors of the Association, may (but shall not be required to) enter onto such Lot and remove the same and the costs of

removal shall be paid by the Owner, and if unpaid, shall constitute a lien against the Lot. No member of such committee, nor its designated representative, shall be entitled to any compensation for such services performed pursuant to this covenant. The powers and duties of Declarant to designate and replace such committee shall cease at the time the last Lot of the Properties or any phase later annexed by Declarant is developed with a townhouse and is sold to a third party purchaser. Thereafter, such powers and duties shall be vested in the Board of Directors of the Association or in a committee duly appointed by such Board of Directors.

#### ARTICLE ELEVEN

##### DUTIES AND POWERS OF THE ASSOCIATION

SECTION 1. General. The Association shall have the power and duties to pay any real property taxes and other charges assessed against the Common Area and the Parking Areas; pay the service charges for the Fire Alarm Systems levied by the City of Naperville or the entity providing fire protection for townhomes constructed on the Lots; grant easements where necessary for public utilities over the Common Area and the Parking Areas to serve the Common Area or the Lots; adopt reasonable rules and regulations controlling and limiting the use of the Parking Areas, and the Common Area, and further to adopt reasonable rules and regulations supplementing the General Use Restrictions as provided by ARTICLE TWELVE hereof; maintain such policy or policies of insurance at all times as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members, officers and directors including, but not limited to those described in ARTICLE EIGHTEEN

hereof; employ a manager or other persons and contract with independent contractors, managing agents, collection agents and others to perform and effectuate all or any part of the duties and powers of the Association, if deemed necessary by the Directors; and establish such reserves as may be required hereunder or as the Board of Directors shall from time to time deem necessary to fulfill and further the purposes of the Association.

SECTION 2. Common Area. The Association shall maintain, repair, and replace the Common Area, and its elements, including but not limited to grass, trees, shrubs, plantings, creeks, lighting, private streets, private sidewalks and other improvements located upon the Common Area. The Association shall also snowplow the Common Area. The Association shall perform its obligations hereunder to the extent deemed by the Board to be beneficial and convenient.

SECTION 3. Parking Areas. The Association shall maintain, repair and replace the Parking Areas, including those located in rights-of-way, and shall snowplow the Parking Areas, all to the extent deemed by the Board to be beneficial and convenient.

SECTION 4. Entryways. The Association shall maintain, repair and replace the Entryways to the extent deemed by the Board to be beneficial and convenient.

SECTION 5. Community Fences. The Association shall maintain, repair and replace the Community Fences.

SECTION 6. Fire Security System. The Association shall pay the maintenance charges for the monitoring or operation of the Fire Security System.

SECTION 7. Lots. The Association shall maintain and repair the Lots and the townhomes located thereon, as follows:

- (a) Painting, maintenance and repair and replacement of and tuckpointing of all exterior surfaces of the Owner's home, including, among other things, siding, roofs, chimneys, gutters, downspouts and shutters, and all patios, decks and fences installed by Declarant, but excluding the following: all glass surfaces; door surfaces (including garage door); window systems; structural or landscape improvements added by Owner; any patios, decks, improvements, additions or betterments added by Owner; subsurface structures including, but not limited to, foundation walls and floors, window wells, drain tile, and utility lines and pipes, etc.; interior areas of the townhouse (i.e., beginning from the back surface of the roof decking, siding or brick veneer inward towards the living space); sill cocks; and ejection (sump) discharge pipes. All of the foregoing services shall comply with the aesthetic standards from time to time adopted by the Appearance Control Committee pursuant to ARTICLE TEN hereof. In addition, the Association shall adopt and follow a schedule of inspection and maintenance of those items which are the responsibility of the Association hereunder, whereby the townhomes are inspected at least two (2) times per year.
- (b) Maintenance of the lawns, trees, decorative shrubs and other landscaping (as defined and limited by the Board) within each Lot unless fenced, surrounded by shrubs, landscaped, improved or equipped by the Owner in such manner as to preclude convenient access by large equipment. Notwithstanding the foregoing, it shall be the responsibility of each Owner to water the lawn, plants, shrubs and other landscaping within the Owner's Lot.

- (c) Refuse collection (to the extent such services are not provided by the City of Naperville), snow removal from driveways and service walks, seal-coating of driveways, and service walks, (but not stoops), maintenance of cluster mailboxes and other services with respect to the residence areas to the extent deemed by the Board to be beneficial and convenient.
- (d) Maintenance, repair and replacement of any Parking Areas (other than driveways) located on any Lot or Common Area, to the extent deemed by the Board to be beneficial and convenient.

The foregoing services provided by the Association in regard to exterior surfaces of an Owner's home shall be limited to normal wear and tear and the Owner shall be solely responsible for (i) all maintenance exclusions described above and (ii) all exterior repair and replacement resulting from causes other than normal wear and tear, including but not limited to losses from casualties for which the Association or the Owner has obtained insurance coverage and shall be solely responsible for all interior and structural repair and replacement. Insurance proceeds from policies obtained by the Association shall be made available to any such Owner to defray the cost of rebuilding in the event of casualty loss covered by such policies. In the event the Owner shall fail to effect promptly the rebuilding, repairs or replacements of his townhome necessitated by causes other than normal wear and tear, or losses from casualties including those for which the Association has obtained insurance coverage, the Association may (but shall not be required to) perform such repairs and replacements and the Association shall be entitled to reimbursement in full from the Owner for its costs of every kind incurred in connection therewith, including the



right to any insurance proceeds. Subject to the rights of the first mortgagee, if any, in the event of loss, all insurance proceeds recovered shall be applied to effect such repairs and replacements. In the event the Owner shall fail to perform any of the maintenance exclusions for which the Association has no responsibility as provided above, or to effect such repairs and replacements, the Association may elect upon reasonable notice (but shall not be required) to do so, and in such event, the expenditures incurred by the Association (including those in excess of any available insurance proceeds) shall become the personal obligation of the Owner and a continuing lien on the Lot, recoverable with interest, costs and reasonable attorneys' fees in the same manner and to the same extent as provided under ARTICLE SIX, Section 1 and shall give rise to the remedies available to the Association provided in ARTICLE SEVEN.

The Owner of each Lot shall be solely responsible for all repair and replacement of lawn, plants, shrubs and other landscaping, which were damaged or died due to the failure of the Owner to adequately water his Lot. The Association may (but shall not be required to) effect such repairs and replacements and the Association shall be entitled to reimbursement in full from the Owner for its costs of every kind incurred in connection therewith. In the event the Owner shall fail to effect such repairs and replacements, the Association may elect upon reasonable notice (but shall not be required) to do so, and in such event, the expenditures incurred by the Association shall become the personal obligation of the Owner and a continuing lien on the Lot, recoverable with interest, costs and reasonable attorneys' fees in the same manner and to the same extent as provided under ARTICLE SIX, Section 1 and shall give rise to the remedies available to the Association provided in ARTICLE SEVEN.

ARTICLE TWELVE  
USE RESTRICTIONS

SECTION 1. Residential Use. The Properties are hereby restricted to residential dwellings, and ancillary and accessory uses and buildings in connection therewith (except for model homes and sales offices which may be operated by Declarant or its designees during the construction or sales period). All buildings or structures erected on the Properties shall be of new construction and no buildings or structures shall be moved from other locations to the Properties and no subsequent buildings or structures other than townhouses shall be built on any Lot where the Declarant has theretofore constructed a townhouse. No building or structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be placed on or used on any Lot at any time as a residence either temporarily or permanently.

SECTION 2. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except for dogs and cats kept as household pets.

SECTION 3. Commercial Activities, Nuisances. No advertising signs, billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Properties except that no more than one (1) "for sale" sign or "for rent" sign of not more than five (5) square feet shall be maintained on any Lot. No commercial activities of any kind whatever shall be conducted on any building or on any portion of the Properties except activities intended primarily to service residents in the

Properties. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its designees, or the use or operation of sales offices or model units on any Lots by the Declarant or its designees during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, By-Laws and Rules and Regulations, as the same may be amended from time to time. The Declarant and its successors and assigns shall have the right to rent any or all units.

SECTION 4. Trash Removal. All rubbish, trash and garbage shall be regularly removed from the Properties and shall not be allowed to accumulate thereon. There shall be no trashpiles or storage piles on the Properties. The foregoing restrictions shall not apply to the activities of Declarant, its designees and those working for or on behalf of Declarant during the construction and sales period.

SECTION 5. Changes or Improvements. Additions, changes or improvements to any building, changes in the colors of exterior building surfaces or any part thereof (including roofs, siding, doors, storm doors, windows or trim), the placement of any patios or decks on the rear portion of any Lot by any Owner other than Declarant or the planting of any trees, decorative shrubs or other landscaping will be allowed only with the approval of the Appearance Control Committee referred to herein; provided, however, that there shall be no awnings constructed or added to any building.

SECTION 6. Derricks, etc. No derrick or other structure designed for use in boring, mining, or quarrying for oil or natural gas, precious

minerals, shall be erected, maintained or permitted upon any Lot in the Properties, provided that nothing in this Declaration shall be constructed to restrict a public utility from erecting, maintaining, and operating upon any Lot owned by it within the Properties, a well, housing, and equipment for the purpose of extracting from the sub-surface and/or the treatment, storage and distribution of water through the system of such public utility.

SECTION 7. Radio, T.V. Antennae. No radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot. Normal radio and television installations wholly within a building are excepted.

SECTION 8. Maintenance of Easement Areas. Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over each of said Lots, and in the Parking Areas and the Common Area are reserved as shown on the recorded Plat of Subdivision or as created in accordance with this Declaration of Covenants, Conditions and Restrictions or any amendments hereof. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, a private or public utility company or the Association is responsible. The easement area of the Parking Areas and the Common Area shall be maintained continuously by the Association.

SECTION 9. Leases of Lots. Any Owner may lease his Lot, but no lease may be for a period of less than thirty (30) days. All leases must be made expressly subject to the terms of this Declaration. In the event any Owner leases his Lot, he shall at all times keep the Association advised in writing of the address of his own current residence and any changes thereto, and of the name(s) of his tenant(s).

SECTION 10. Prohibition of Fences, Clotheslines, Storage Sheds, Dog Houses or Dog Runs. There shall be no fences, clotheslines, service sheds, storage sheds, dog houses or dog runs constructed or placed on any Lot within the Properties, other than fences installed by Declaration or the Association.

SECTION 11. Prohibition of Window Air Conditioners and Window Fans in Certain Areas. Window air conditioners and window fans may be placed only in the rear windows of any townhouse and shall not be placed in any front windows or side windows of the townhome.

SECTION 12. No Sustained Parking in Parking Areas. No Owner or his family member shall park any vehicle within the Parking Areas on a permanent, semi-permanent or sustained basis. All such vehicles shall be parked on the Owner's Lot.

SECTION 13. Prohibition of Commercial Vehicles, Buses, Trucks, Limousines, Boats, Trailers and Recreational Vehicles. No commercial vehicles, buses, trucks, limousines, boats, trailers or recreational vehicles shall be parked or stored on the Properties, including the Parking Areas.

SECTION 14. Limitation on Number of Lots Owned By One Owner. Except ownership of Lots by Declarant and except for ownership of Lots by a mortgagee who has foreclosed on a mortgage or who has accepted a deed in lieu

of foreclosure with respect to Lots, no Owner may own more than three (3) Lots within the Properties at any one time and no Owner may own more than one (1) Lot constituting a part of a townhouse building at any one time.

ARTICLE THIRTEEN

OWNER'S OBLIGATION TO MAINTAIN

Each Owner, his successors and assigns, hereby covenants and agrees at all times to maintain his Lot and the townhouse constructed thereon in a neat and proper condition and to perform all necessary repairs thereto, to the extent not provided for by the Association pursuant to this Declaration.

ARTICLE FOURTEEN

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

The rights and duties of the Owners of Lots within the Properties with respect to sewer, water, gas, telephone and cable television shall be governed by the following:

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

connection, or any portion thereof, lies to read meters, repair, replace and generally maintain said connection as and when the same may be necessary as set forth below, and further, if a majority of the Board of Directors of the Association deems the repair, replacement or maintenance of such connection to be an emergency, the Association shall have the right to repair, replace or maintain such connection and assess the costs thereof against the Lots served by such connection in the amounts the Owners would otherwise be responsible for under subsections (c) and (d) herein, and each Owner, for himself, his heirs, successors and assigns, covenants that he will pay the Association (or its collecting agent) said assessment upon demand or in such periodic payments as may be determined by the Board of Directors, and that said assessment, if not paid on the date when due, shall become delinquent, shall become a continuing lien on the Lot and the personal obligation of the Owner and shall be subject to collection, enforceability, foreclosure and remedies of the Association in the manner set forth in ARTICLES SIX and SEVEN hereof for other assessments by the Association.

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

- (c) In the event any portion of said connection or line is obstructed, damaged or destroyed through the act of an Owner of a Lot being served by said connection, or any of his agents, guests, or members of his family, whether or not such act is negligent or otherwise culpable, so as to deprive the other Owners being served by said connection of the full use and enjoyment of said connection, then the Owner shall forthwith proceed to replace or repair the same to as good condition as formerly, without cost to the other Owners served by said connection.
- (d) In the event any portion of said connection or line is obstructed, damaged, or destroyed by some cause other than the act of any Owner being served by said connection, his agents, guests, or members of his family (including ordinary wear and tear and deterioration from lapse of time), then in such event if said obstruction, damage or destruction shall prevent the full use and enjoyment of such connection by the other Owners served by said connection, all such Owners who are thereby deprived of said use and enjoyment shall proceed forthwith to replace or repair said connection to as good a condition as it was formerly at their joint and equal expense.

ARTICLE FIFTEEN

AVAILABILITY OF RECORDS

Any Owner or first mortgagee of any Lot shall be entitled, upon reasonable request, to receive for inspection from the Association current copies of the Declaration, Articles of Incorporation, By-Laws, records and



financial statements of the Association. Furthermore, any holder of a mortgage given on any Lot within the Properties and any phases annexed thereto, shall be entitled to receive from the Association, without cost, a copy of the Association's financial statement, if any, and if any mortgagee shall so request in writing prior to the preparation of the annual financial statement of the Association, such financial statement shall be audited.

ARTICLE SIXTEEN

RIGHTS OF FIRST MORTGAGEES

SECTION 1. Notice to First Mortgagees. Each Owner shall notify the Association of the name and address of his First Mortgagee and the Association shall maintain a record of such information with respect to all Lots in a book entitled "Mortgagees of Lots." Each First Mortgagee shall have the right to examine the rules concerning or relating to the Properties, and the books and records of the Association at any reasonable time. An "Eligible Mortgagee" shall be a First Mortgagee who sends a specific written request to the Association which requests treatment as an Eligible Mortgagee hereunder. The Association shall maintain a record of the Eligible Mortgagees. The Eligible Mortgagee may receive some or all of the following as designated in the request:

- a. Copies of budget, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the Eligible Mortgagee's mortgage;
- b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the

Owners, provided that at least fifty-one percent (51%) of the Eligible Mortgagees shall have the right to cause an audit to be performed at their expense;

- c. Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
- d. Notice of any proposed action which would require the consent of a specified percentage of Eligible Mortgagees pursuant to Section 2.
- e. Notice of substantial damage to or destruction of the townhome located on any Lot (in excess of \$1,000.00) or any part of the Common Areas (in excess of \$10,000.00);
- f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Properties; and
- g. Notice of any default of the Owner of the Lot which is subject to the First Mortgagee's mortgage, where such default is not cured by the Owner within thirty (30) days after the giving of notice by the Association to the Owner of the existence of the default.

The request of an Eligible Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to an Eligible Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by an Eligible Mortgagee hereunder and in the event of multiple requests from purported Eligible Mortgagees of the same Lot ownership, the Association shall honor the most recent request received.

SECTION 2. Consent of Eligible Mortgagees.

a. In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of Eligible Mortgagees on Lot ownerships which represent at least 51% of the votes of Lot ownerships affected by the Eligible Mortgagees' mortgages will be required for the Association to do or permit to be done any of the following:

- (1) Adoption of an amendment to this Declaration which (i) changes ARTICLE SEVEN Section 2, (ii) changes any provision of this Declaration or the By-Laws which specifically grants rights to First Mortgagees or Eligible Mortgagees, or (iii) adds or amends any material provision of the Declaration relating to dilution of voting rights of Owners; existence or subordination of liens to enforce collection of assessments; or the imposition of any right of first refusal or similar restriction upon any Owner to sell, transfer or convey his unit ownership;
- (2) The partition or subdivision of a Lot;
- (3) The abandonment, partition, subdivision, encumbrance, or transfer of the Properties; except for the granting of easements for public utilities or for other public purposes consistent with the intended use of the Properties and except as permitted by ARTICLE NINE Section 4 hereof;
- (4) The sale of the Properties;
- (5) The removal of a portion of the Properties from the provisions of this Declaration;

- (6) The effectuation of a decision by the Association to terminate professional management and assume self-management of the Association;
  - (7) The use of hazard insurance proceeds for losses to the Properties (whether to Lots or to the Common Areas) for other than the repair, replacement, or reconstruction of such the townhomes located on the Lots or Common Areas; provided, that, such consent of Eligible Mortgagees will not be required with respect to any action under (1) through (7) above which occurs as a result of (i) substantial damage due to fire or other casualty; or (ii) a taking of a portion or all of the Properties by condemnation or eminent domain.
- b. Whenever required, the consent of the Eligible Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary by the Eligible Mortgagee within thirty (30) days after making the request for consent.

SECTION 3. Insurance Proceeds/Condemnation Awards. In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Properties or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Properties, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Lots with respect to any such distribution to or with respect to such Lot; provided, that, nothing in this section shall be construed to deny to the

Association the right to apply any such proceeds to repair or replace damaged portions of the Properties or to restore what remains of the Properties after condemnation or taking by eminent domain of a part of the Properties.

ARTICLE SEVENTEEN

MUNICIPAL ORDINANCES

SECTION 1. City Ordinances Prevail. None of the covenants, conditions, restrictions or provisions of the Declaration are intended to supersede or prevail over the ordinances of general applicability of the City of Naperville, and in the event of any conflict, the applicable ordinances of said City shall supersede and prevail over the covenants, conditions, restrictions and provisions of this Declaration.

SECTION 2. Standards of Maintenance. The Standards of Maintenance of the Lots and the residences and improvements located thereon, the Parking Areas, the Entryways and the Common Area, as adopted by the Association from time to time shall be at least equal to those set forth in the ordinances of general applicability of the City of Naperville, in effect from time to time which govern and control the maintenance of private property.

ARTICLE EIGHTEEN

INSURANCE

SECTION 1. Casualty Insurance for Townhomes. The Association shall obtain and maintain a policy or policies of insurance covering the townhouses (other than the contents thereof) constructed on the Lots within

the Properties or any phases of the Additional Land annexed thereto, excluding those items which are the responsibility of the Owner, as specified in Section 2 hereof, including, without limitation, all alterations and additions thereto, against damage or destruction by the perils of fire, lightning and those casualties contained in an all risk form, and such other perils as the Board of Directors of the Association from time to time may determine should be included in such coverage, in an amount equal to 100% of the insurable replacement cost thereof, without depreciation, with an agreed amount provision, and with such reasonable deductibles as the Board may determine.

Such insurance shall name as the insured, and the proceeds thereof shall be payable to the Association, as trustee for the Owners of any townhouses damaged or destroyed. The proceeds from such insurance shall be made available, as the Board of Directors of the Association shall reasonably determine, for the repair, reconstruction, and restoration of such townhouses, subject to the right of first mortgagees. The Owner shall be responsible for payment of any deductibles. To the extent feasible, all such policies of insurance shall (i) provide that the insurance shall not be invalidated by the act or neglect of the Declarant, the Association, its Board of Directors, its officers, any Owner or occupant, or any agent, employee, guest or invitee of any of them, and (ii) shall contain an endorsement that such policies shall not be cancelled without at least thirty (30) days prior notice to the Association, the Owners, and all first mortgagees of the Lots. The policies obtained by the Association shall be deemed to be the primary insurance coverage for any townhouse.

SECTION 2. Owner's Insurance for Liability and Contents of Townhouses. Each Owner shall maintain at his own cost and expense such insurance coverage as he may desire with respect to (i) personal liability for acts and occurrences upon his Lot and within his townhouse and (ii) physical damage losses for personal property and the contents of his townhouse and any improvements, additions or betterments installed either by a person or entity other than as a part of initial construction, whether made inside or outside his townhouse, and shall further maintain at his cost and expense, any special flood hazard insurance as may be required by the first mortgagee of his Lot. The Association shall have no obligation in connection therewith.

SECTION 3. Casualty Insurance: Common Area. The Association may, but shall not be required to, carry insurance with respect to the damage or destruction to Fences and Entryways. The Association shall obtain and maintain a policy or policies of insurance with respect to the damage or destruction of the Common Area and any of the improvements thereon, and to any other tangible assets of the Association including coverage against damage or destruction by the perils of fire, lightning and those perils contained in an all risk form, and such other perils as the Board of Directors of the Association from time to time may determine should be included in such coverage, in an amount equal to 100% of the insurable replacement cost thereof, without depreciation and with an agreed amount provision. Such insurance shall name as the insured, and the proceeds thereof shall be payable to the Association, as trustee. The proceeds of such insurance shall be made available, as the Board of Directors of the Association shall reasonably determine, for the repair, reconstruction, and

restoration of such Common Area and Parking Areas subject to the rights of the first mortgagees. To the extent feasible, all such policies of insurance shall (i) provide that the insurance shall not be invalidated by the act or neglect of the Declarant, the Association, its Board of Directors, its Officers, any owner or occupant, or any agent, employee, guest or invitee of any of them, and (ii) shall contain an endorsement that such policies shall not be cancelled without at least thirty (30) days prior notice to the Association, the Owners, and all first mortgagees of the Lots.

SECTION 4. Liability Insurance; the Association. The Association shall obtain and maintain a policy or policies of comprehensive general liability insurance insuring on a claims-made basis the Association, its Directors, officers, the Owners, and their agents and employees against claims for personal injury, including death and property damage, arising out of any occurrence in connection with the ownership, occupancy, use, supervision, operation, repair, maintenance or restoration of the Common Area or Parking Areas in connection with any act or omission of or in behalf of the Association, its Board of Directors, agents or employees within the Properties. Such policies shall be in the amount of \$1 Million for bodily injury, including death, and property damage arising out of a single occurrence, and shall contain a provision that they may not be cancelled without at least a thirty (30) day prior notice to the Association, the Owners, and the first Mortgagees of the Lots.

SECTION 5. Workmen's Compensation and Fidelity Insurance; Other Insurance. The Association shall obtain and maintain a policy or policies of insurance with reputable insurance carriers providing the following coverage:



(a) Workers Compensation and employers liability insurance in such form and in such amounts as may be necessary to comply with applicable laws;

(b) Fidelity insurance or bonds in reasonable amounts for all officers and employees having fiscal responsibilities, naming the Association as obligee; and

(c) Such other insurance in such limits and for such purpose as the Association may, from time to time, deem reasonable and appropriate.

SECTION 6. Waiver of Subrogation. To the extent feasible, all policies of insurance obtained by the Association shall contain provisions that no act or omission of any named insured shall affect or limit the obligation of the insurance company to pay the amounts of any loss sustained. So long as the policies of insurance provided for herein shall provide that a mutual release as provided for in this Section shall not affect the right of recovery thereunder, and further provide coverage for the matters for which the release herein is given, all named insureds and all parties claiming under them shall, and do by these presents mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard or source covered by any insurance procured by the Association, regardless of the cause of damage or loss.

SECTION 7. Insurance Premium Expense. The expense of insurance premiums paid by the Association under this Article shall be an expense of the Association to which the assessments collected by the Association from the Owners shall be applied.

ARTICLE NINETEEN

GENERAL PROVISIONS

SECTION 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Breach of any of the covenants shall not defeat or render invalid the lien or any mortgage or trust deed made in good faith and for value as to said Lots or property, or any parts thereof, but such provisions, restrictions or covenants shall be binding and effective against any Owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise. The Association shall be entitled to recover from any Owner against which it initiates enforcement, reasonable attorneys' fees and costs expended by the Association, and any judgment obtained by the Association in any enforcement proceedings shall be increased by such fees and costs. In addition, such fees and costs incurred by the Association against an Owner, whether or not proceedings are initiated, shall constitute a lien against his lot which may be recovered in the manner provided in ARTICLE SEVEN, Section 1 hereof.

SECTION 2. Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

SECTION 3. Amendments.

A. Special Amendment. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering unit ownership, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant and the Board to vote in favor of, make, and/or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant and the Board to vote in favor of, make, execute and/or record Special Amendment. The right of the Declarant to act pursuant to rights reserved or

granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to a portion of the Properties or to any individual Lots.

- B. Amendment By Owners. The provisions of this Declaration may be amended, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of Members (either in person or by proxy) representing at least 75% of the votes cast or by an instrument executed by 75% of the Owners; except that (i) the provisions relating to the rights of Declarant may be amended only upon the written consent of the Declarant, (ii) the provisions of ARTICLE SEVEN Section 2, ARTICLE SIXTEEN and the provisions of this Section may be amended only with the written consent of all Owners and all Eligible Mortgagees. No amendment shall become effective until recorded.

SECTION 4. Quorum. Unless otherwise specified to the contrary in any provision of this Declaration, the presence of Members or of proxies entitled to cast ten (10%) percent of the votes of each class of membership shall constitute a quorum for any meeting of the Members of the Association. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in the By-Laws of the Association and the required quorum at such subsequent meeting shall be fifty percent (50%) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 5. FHA/VA Approval. As long as there is a Class B Member, the following actions will require the prior approval of the Federal Housing Administration (FHA) or the Veterans Administration (VA):

~~entitled to cast ten (10%) percent of the votes of each class of membership shall constitute a quorum for any meeting of the Members of the Association. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in the By-Laws of the Association and the required quorum at such subsequent meeting shall be fifty percent (50%) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.~~

~~SECTION 5. FHA/VA Approval. As long as there is a Class B Member, the following actions will require the prior approval of the Federal Housing Administration (FHA) or the Veterans Administration (VA):~~

~~Annexation of Additional Land, or~~

~~Amendment of this Declaration of Covenants, Conditions and Restrictions, except for amendments made pursuant to Section 3(x), (y) or (z) above.~~

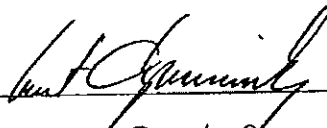

IN WITNESS WHEREOF, the undersigned, being the Declarant and the consenting Owners have hereunto set their hands and seals on the date first written above.

DECLARANT:

PULTE HOME CORPORATION

CORPORATE SEAL

By:

  
  
Its: Attorneys-in-Fact

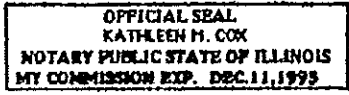
STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that Greg Chrynielsky and Edward  
Quier personally known to me to be the Attorneys-in-Fact of PULTE  
HOME CORPORATION, a Michigan corporation, and personally known to me to be  
the same persons whose names are subscribed to the foregoing instrument,  
appeared before me this day in person and severally acknowledged that they  
signed and delivered the said instrument as Attorneys-in-Fact of said  
Corporation, and caused the corporate seal of said corporation to be  
affixed thereto, pursuant to authority given by the Board of Directors of  
said corporation, as their free and voluntary act and as the free and vol-  
untary act and deed of said corporation, for the uses and purposes therein  
set forth.

GIVEN under my hand and Notarial Seal this 6th day of April  
1991.  
92

Kathleen M. Cox  
Notary Public

My Commission Expires:  
12-11-92



9084b

CONSENTING OWNER:

Robert A. Nielsen  
Owner of Lot      in       
Resubdivision of Copperfield Village  
Unit 2

STATE OF ILLINOIS, COUNTY OF DuPage ss. I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert Nielsen personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as      free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal, this 7 day of March, 1992.

Commission expires      " OFFICIAL SEAL " Joyce J. Phillips  
JOYCE J. PHILLIPS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXP: 12/18/95  
Notary Public

CONSENTING OWNER:

Tony Porter  
Owner of Lot      in       
Resubdivision of Copperfield Village  
Unit 2

STATE OF ILLINOIS, COUNTY OF DuPage ss. I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Tony Porter personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as      free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal, this 8 day of March, 1992.

Commission expires      " OFFICIAL SEAL " Joyce J. Phillips  
JOYCE J. PHILLIPS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXP: 12/18/95  
Notary Public

9084b

CONSENTING OWNER:

Rebecca A. Van Amburg  
Owner of Lot \_\_\_\_\_ in \_\_\_\_\_  
Resubdivision of Copperfield Village  
Unit 2

STATE OF ILLINOIS, COUNTY OF DuPage ss. I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Rebecca Van Amburg personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that She signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal, this 22 day of March, 1992.

Commission expires \_\_\_\_\_  
" OFFICIAL SEAL "  
JOYCE J PHILLIPS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXP: 12/18/95

Joyce J Phillips  
Notary Public

CONSENTING OWNER:

Connie M Altier  
Owner of Lot \_\_\_\_\_ in \_\_\_\_\_  
Resubdivision of Copperfield Village  
Unit 2

STATE OF ILLINOIS, COUNTY OF DuPage ss. I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Connie Altier personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that She signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal, this 22 day of March, 1992.

Commission expires \_\_\_\_\_  
" OFFICIAL SEAL "  
JOYCE J PHILLIPS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXP: 12/18/95

Joyce J Phillips  
Notary Public

9084b

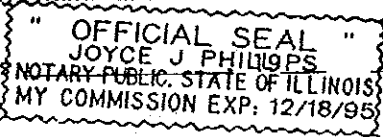


CONSENTING OWNER:

Ann B. Hopp  
Owner of Lot \_\_\_ in \_\_\_  
Resubdivision of Copperfield Village  
Unit 2

STATE OF ILLINOIS, COUNTY OF DuPage ss. I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Ann B. Hopp personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as \_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal, this 24 day of March, 1992.

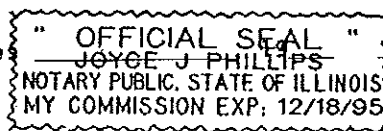
Commission expires  Joyce J. Phillips  
Notary Public

CONSENTING OWNER:

Martin Bulinski  
Owner of Lot \_\_\_ in \_\_\_  
Resubdivision of Copperfield Village  
Unit 2

STATE OF ILLINOIS, COUNTY OF DuPage ss. I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Martin Bulinski personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as \_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal, this 28 day of March, 1992.

Commission expires  Joyce J. Phillips  
Notary Public

9084b

R92- 65247

EXHIBIT "A"

Legal Description of Properties  
to be Bound by the Declaration

Lots 1 and 2 of Copperfield Village Unit 2, being a Subdivision of part of the Southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois, according to plat thereof recorded as Document No. R89-4344.1

PIN(S) 08-08-300-025  
08-08-300-036

P/A VACANT LAND  
COPPERFIELD VILLAGE UNIT 2  
NAPERVILLE, IL

9084b

EXHIBIT "B"

Legal Description of "Townhome Lots"

Lots 3, 4, 5 and 6 of First Resubdivision of Lot 1 of Copperfield Village Unit 2, being a Subdivision of part of the Southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois, according to plat thereof recorded as Document No. R90-032788

ALSO

Lots 7, 8, 9 and 10 of Second Resubdivision of Lot 1 of Copperfield Village Unit 2, being a Subdivision of part of the Southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois, according to plat thereof recorded as Document No. R90-073334

R92- 65247

EXHIBIT "C"

Legal Description of Balance of Development Area

Lots 1 and 2 of Copperfield Village Unit 2, being a Subdivision of part of the Southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois, according to plat thereof recorded as Document No. ~~R89-43441~~ except those parts taken for the First and Second Resubdivision of Lot 1, aforesaid.

THIS DOCUMENT WAS PREPARED BY AND  
AFTER RECORDING, PLEASE RETURN TO:

Charles L. Byrum, Esq.  
Gardner, Carton & Douglas  
321 North Clark Street  
Suite 3100  
Chicago, Illinois 60610

9084b

CORRECTIVE AMENDMENT TO DECLARATION

THIS CORRECTIVE AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND PARTY WALL RIGHTS FOR COPPERFIELD VILLAGE TOWNHOMES AND BY-LAWS OF COPPERFIELD VILLAGE TOWNHOME OWNERS ASSOCIATION is made on the date hereinafter set forth by PULTE HOME CORPORATION, a Michigan corporation, hereinafter referred as the "Declarant".

H I I N E S S E I H:

WHEREAS, the Declarant did on April 3, 1992, execute that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Party Wall Rights for Copperfield Townhouse and By-Laws of Copperfield - Village Townhome Owners Association and recorded the same on April 9, 1992, as Document No. R92-065247 with the Office of the Recorder of Deeds of DuPage County, Illinois (hereinafter referred to as the "Declaration") for purposes of subjecting to the easements, restrictions, covenants and conditions set forth therein, certain real estate described on Exhibit "A" attached hereto (hereinafter called the "Properties"); and

WHEREAS, ARTICLE 19, Section 3 of the Declaration provides that Declarant may amend the Declaration to correct a technical or typographical error within the Declaration by an instrument signed by Declarant, without the consent of any other party, and Declarant wishes to amend the Declaration by the execution and recording of this Corrective Amendment in order to correct certain technical or typographical errors contained therein;

✓

RECORDED  
DU PAGE COUNTY

R92-147196

92 AUG -3 PM 1:45

*[Handwritten signature]*

A0092025

INTERCOUNTY TITLE COMPANY

18/7



I certify that this is a copy of an instrument recorded in my office.

*Fred Bucholz*  
Fred Bucholz  
DuPage County Recorder  
Date: 8-25-92  
Deputy: [Signature]

NOW, THEREFORE, Declarant hereby declares that the Declaration is hereby correctively amended as follows:

1. The legal description of the "Common Area" set forth in Section 2 of Article One is hereby deleted in its entirety and replaced with the following:  
"Lots 10, 11, and 11-1 of the Final PUD and Subdivision Plat of Copperfield Village Unit 2 Resubdivision, being a subdivision of Copperfield Village, in part of the Southwest Quarter of Section 8, Township 38 North Range 10, East of the Third Principal Meridian, according to the plat thereof recorded in DuPage County, Illinois as Document No. R92-111329."
2. The third and fourth lines of Section 3 of Article Six are hereby deleted in their entirety and replaced with the following:  
". . . to an Owner, the maximum annual assessment permitted shall be \$900.00 per Lot (and if collected monthly, at the rate of \$75.00 per month)."
3. Exhibit D attached hereto and made a part hereof, shall constitute Exhibit "D" to the Declaration.
4. Other than as amended hereby, the Declaration is hereby ratified and confirmed by the Declarant in all respects.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 19th day of April, 1992.

PULTE HOME CORPORATION

By: *Michelle Alpert*  
*Edward W. Dubler*  
Its: Attorneys-In-Fact

1493q

THIS INSTRUMENT WAS PREPARED BY  
AND RETURN TO AFTER RECORDING:  
William J. Peltin  
Gardner, Carton & Douglas  
321 North Clark Street  
Chicago, IL 60610-4795

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF DuPage )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward W. Dwier and Neville Alperstein personally known to me to be the Attorneys-in-Fact of PULTE HOME CORPORATION, a Michigan corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as Attorneys-in-Fact of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19 day of April, 1992.

Anne DeFreece  
Notary Public

My Commission Expires:  
April 1, 1993

1493q

"Official Seal"  
Anne DeFreece  
Notary Public, State of Illinois  
DuPage County  
My Commission Expires 4/1/93

EXHIBIT "A"

Legal Description of Properties  
to be Bound by the Declaration

Lots 1 and 2 of Copperfield Village Unit 2, being a Subdivision of part of the Southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois, according to plat thereof recorded as Document No. R89-43441.

08-08-380 - <sup>025</sup> 4036

*vacant, Wickfield Ct, Naperville*

1493q



EXHIBIT "D"1st Lot

Lot 3 of 1st Resubdivision of Copperfield Village Unit 2, being a resubdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois, according to the plat thereof recorded in DuPage County, Illinois as Document No. R90-032778. *08-08-700-027*

Also

Lots ~~12~~-8 and ~~12~~-9 in Final PUD and Subdivision Plat of Copperfield Village Unit 2 Resubdivision, being a subdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal meridian, according to the Plat thereof recorded in DuPage County, Illinois as Document No. R92-111329.

2nd Lot

Lot 4 of 1st Resubdivision of Copperfield Village Unit 2, being a resubdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois, according to the plat thereof recorded in DuPage County, Illinois as Document No. R90-032778. *08-08-700-028*

Also

Lot ~~12~~-7 in Final PUD and Subdivision Plat of Copperfield Village Unit 2 Resubdivision, being a subdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal meridian, according to the Plat thereof recorded in DuPage County, Illinois as Document No. R92-111329.

3rd Lot

Lot 5 of 1st Resubdivision of Copperfield Village Unit 2, being a resubdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois, according to the plat thereof recorded in DuPage County, Illinois as Document No. R90-032778. *08-08-700-029*

Also

Lot ~~12~~-6 in Final PUD and Subdivision Plat of Copperfield Village Unit 2 Resubdivision, being a subdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal meridian, according to the Plat thereof recorded in DuPage County, Illinois as Document No. R92-111329.

4th Lot

Lot 6 of 1st Resubdivision of Copperfield Village Unit 2, being a resubdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois, according to the plat thereof recorded in DuPage County, Illinois as Document No. R90-032778. *08-08-700-010*

Also

Lot ~~2~~-5 in Final PUD and Subdivision Plat of Copperfield Village Unit 2 Resubdivision, being a subdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal meridian, according to the Plat thereof recorded in DuPage County, Illinois as Document No. R92-111329.

5th Lot

Lot 7 of 2nd Resubdivision of Copperfield Village Unit 2, being a resubdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois, according to the plat thereof recorded in DuPage County, Illinois as Document No. R90-073334. *08-08-700-072*

Also

Lot ~~2~~-4 in Final PUD and Subdivision Plat of Copperfield Village Unit 2 Resubdivision, being a subdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal meridian, according to the Plat thereof recorded in DuPage County, Illinois as Document No. R92-111329.

6th Lot

Lot 8 of 2nd Resubdivision of Copperfield Village Unit 2, being a resubdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois, according to the plat thereof recorded in DuPage County, Illinois as Document No. R90-073334. *08-08-700-033*

Also

Lot ~~2~~-3 in Final PUD and Subdivision Plat of Copperfield Village Unit 2 Resubdivision, being a subdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal meridian, according to the Plat thereof recorded in DuPage County, Illinois as Document No. R92-111329.

7th Lot

Lot 9 of 2nd Resubdivision of Copperfield Village Unit 2, being a resubdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois, according to the plat thereof recorded in DuPage County, Illinois as Document No. R90-073334.

*08-08-780-034*

Also

Lot 2 in Final PUD and Subdivision Plat of Copperfield Village Unit 2 Resubdivision, being a subdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal meridian, according to the Plat thereof recorded in DuPage County, Illinois as Document No. R92-111329.

8th Lot

Lot 10 of 2nd Resubdivision of Copperfield Village Unit 2, being a resubdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois, according to the plat thereof recorded in DuPage County, Illinois as Document No. R90-073334.

*08-08-780-035*

Also

Lot 1 in Final PUD and Subdivision Plat of Copperfield Village Unit 2 Resubdivision, being a subdivision of Copperfield Village, in part of the southwest quarter of Section 8, Township 38 North, Range 10 East of the Third Principal meridian, according to the Plat thereof recorded in DuPage County, Illinois as Document No. R92-111329.

1493q

*12-1 to 12-9 PIN: 08-08-780-025 and 036*