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**AMENDED AND RESTATED DECLARATION
OF EASEMENTS AND RESTRICTIONS FOR
KEARNEY GLEN HOMEOWNERS' ASSOCIATION**

KEARNEY GLEN



Joliet, Illinois

...of the community, for the comm

Homeowner's Association, Inc.

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

John H. Bickley III
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 – 847/537-0500

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

KEARNEY GLEN HOMEOWNERS' ASSOCIATION

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**AMENDED AND RESTATED DECLARATION OF
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AND RESTRICTIONS FOR**

KEARNEY GLEN HOMEOWNERS' ASSOCIATION

This Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions has been approved by two-thirds (2/3) of the Board Members, pursuant to Section 18.5(h) of the Illinois Condominium Property Act as well as a majority of the total votes of the Members at a duly called and held special meeting of Members pursuant to Article 12 of the Declaration.

WHEREAS, the property described in Exhibit A of this Declaration was submitted to a Declaration of Covenants, Conditions, Easements and Restrictions for Kearney Glen Homeowner's Association on November 16th, 2005, and recorded with the Recorder of Deeds of Kendall County, Illinois as Document No. 200500035592 ("Original Declaration"); and

WHEREAS, it is the purpose of this Amended and Restated Declaration to set out the provisions governing the use, occupancy, administration and maintenance of the property for the mutual use, benefit and enjoyment thereof by the Owners.

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

ARTICLE 1

**DECLARATION PURPOSES AND
PROPERTY SUBJECT TO DECLARATION**

- 1.1. There has been created on the on the Property a single-family development for current and future owners of Lots (as hereinafter defined) for the following general purposes:
 - a. The Association, by the imposition of covenants, conditions and restrictions and the reservation of certain powers unto itself, shall provide for the Property a plan for development which is intended to enhance and to protect the values of the single-family residential community; and
 - b. The Association shall provide for the maintenance of the Common Area (as hereinafter defined) portions of which may be owned by the Association (as hereinafter defined) and used in common by the Owners (as hereinafter defined) of the Property.

- 1.2. To further the general purposes herein expressed, the Association and its owners, for itself, its successors and assigns, hereby declares that the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions herein set forth.

ARTICLE 2

DEFINITIONS

The following words, when used in this Declaration or in any amendment to the Declaration shall, unless the context shall prohibit, have the following meanings:

- 2.1. "Association" shall mean and refer to Kearney Glen Homeowner's Association, an Illinois not-for-profit corporation, and a Common Interest Community as defined in Chapter 735 ILCS 5/9-102(a) &(b), Illinois Compiled Statutes, as from time to time amended, its successor and assigns.
- 2.2. "Board" shall mean and refer to the Board of Directors of Kearney Glen Homeowner's Association, an Illinois not-for-profit corporation; said entity shall govern and control administration and operation of the Property.
- 2.3. "By-Laws" shall mean and refer to the By-Laws of Kearney Glen Homeowner's Association, which is attached hereto and made a part hereof as Exhibit "B". The By-Laws are incorporated herein by this reference.
- 2.4. "Village" shall mean and refer to the City of Joliet, Illinois.
- 2.5. "Common Area" shall mean and refer to all real property and improvements owned or maintained by the Association for the common use and enjoyment of all members of the Association. This shall include the Lot 205 (EXHIBIT "F"), and entrance feature as described on the Original Plat (as hereinafter defined), attached to the Original Declaration and incorporated herein by reference only.
- 2.6. "Single Family" shall mean and refer to one or more persons, each related to other by blood, marriage or adoption, or a group of not more than three (3) persons not all so related, maintaining a common household.
- 2.7. "Lot" shall mean and refer to that portion of the Property indicated upon the recorded Original Plat of the Property.
- 2.8. "Owner" shall mean and refer to the record owner, whether one or more persons, individuals or entities, of a fee simple title to any Lot, which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

- 2.9. "Member or Membership" shall mean and refer to every person or entity who holds Membership in the Association.
- 2.10. "Mortgage" shall mean and refer to either a Mortgage or Deed of Trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.
- 2.11. "Person" shall mean and refer to a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- 2.12. "Property" shall mean and refer to the real estate legally described in Exhibit "A" attached hereto and made a part hereof.
- 2.13. "Subdivision Plat" or "Original Plat" shall mean and refer to the Plat of Subdivision for Kearney Glen Subdivision, as recorded with the office of the Recorder of Deeds of Kendall County, Illinois, as Exhibit "B" of the Original Declaration, incorporated herein by reference only.
- 2.14. "Declaration" shall mean the Amended and Restated Declaration and all amendments hereof and thereof.
- 2.15. "Original Declaration" shall mean the Declaration first recorded on November 16, 2005, with the Office of the Recorder of Deeds of Kendall County as Document No. 200500035592, and all amendments thereto.

ARTICLE 3

ARCHITECTURAL STANDARDS AND GENERAL RESTRICTIONS¶

3.1 Anti-Monotony Code.

- A. No new single family detached dwelling of the same plan and appearance (defined as exterior colors and/or elevation) shall be built on either side of the dwelling or across the street facing it. This includes dwellings directly across the street and each Lot adjacent to it.
- B. A dwelling on a corner Lot may be considered dissimilar to another if the two dwellings face different streets.

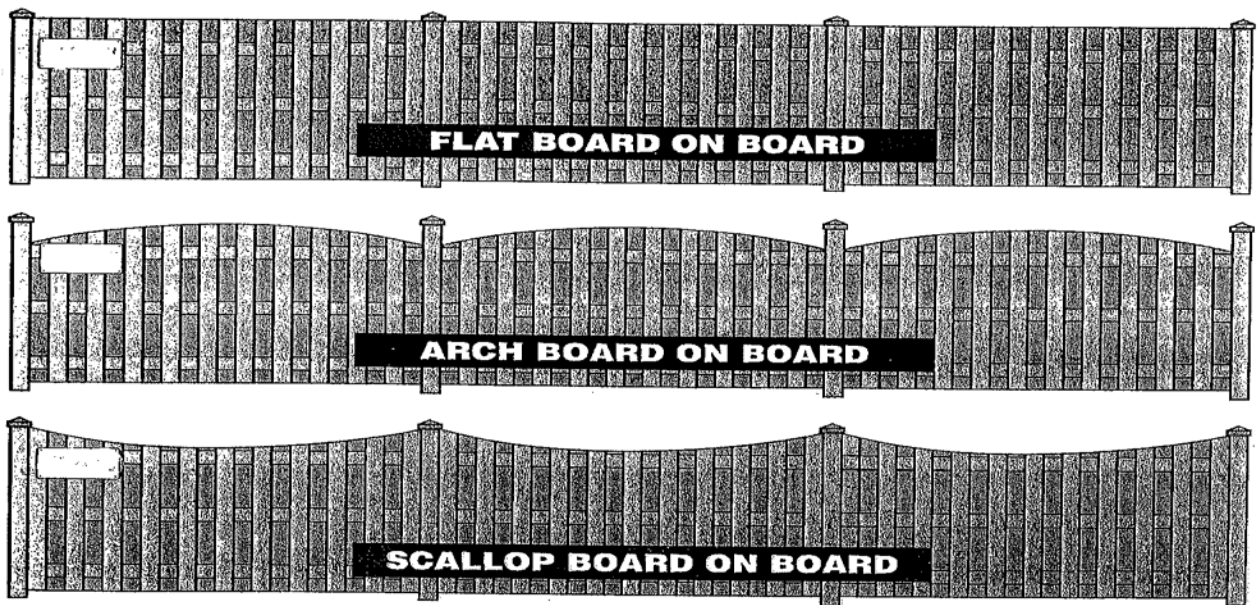
3.2 Architectural Standards.

- A. Consistent use of building materials and color shall be complimentary with the style and design of community.

- B. Colors shall be chosen for compatibility with neighboring area; appropriate colors shall be subdued colors such as beige, brown, gray, etc, and should be selected to blend with the natural landscape.
- C. Masonry and brick exterior accents are options and are encouraged.
- D. The use of front porches is encouraged.
- E. All driveways to be constructed shall have compacted gravel/crushed stone base per code with a wearing surface of asphalt, stone, brick or concrete.
- F. All roofs shall be designed with or a combination of gables, hips, sheds, etc. (no flat roofs are allowed). Minimum roof pitch shall be 4:12.
- H. (i) No fences shall be installed or maintained upon the Property unless such fence or fences are constructed of cedar, board on board, natural in color, in a style as dictated in the Rules and Regulations. In no event shall any fence exceed six (6) feet in height.

Subdivision Interior Fencing Styles

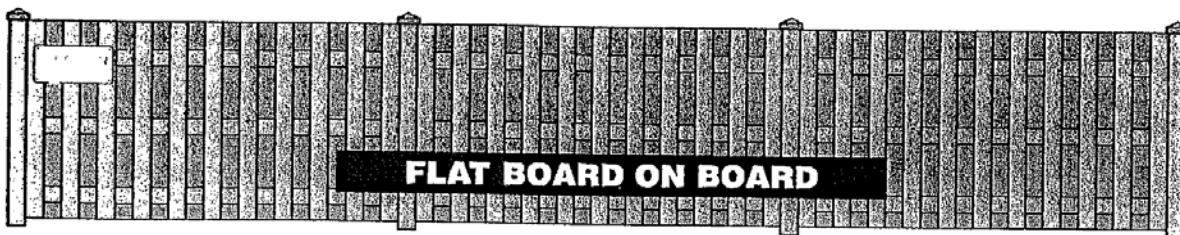
Material: Cedar
Color: Natural
Style: Board on Board



- (ii) A subdivision perimeter fence (single-side, facing major transportation arteries or community boundary), shall be cedar, flat board on board, natural in color, MUST be six (6) feet in height as dictated in the Rules and Regulations. There shall be no exception.

Subdivision Parameter Fencing Styles

Material: Cedar
Color: Natural
Style: Flat Board on Board



- (iii) Fences used as an enclosure of a swimming pool (if permitted by governing municipality) within close proximity to the pool, may be constructed of maintenance free aluminum, steel or PVC. This fence shall be defined as a swimming pool enclosure fence only, not a lot or property line fence.
- (iv) The construction of chain link fences within the Property is prohibited, with the exception of dog runs, which must be attached to the house.
- (v) All fences in the community as described above must not only comply as described above, but also in accordance with the laws and ordinances of the governing municipality.
- I. Mailboxes shall be in accordance with US Postal regulations and applicable Village ordinances. A model commonly available is by Solar Group, Inc. mailbox model no. ALM10B with Cross-arm Post Model PP500. (www.thesolargroup.com). *Actual location, installation, and type of mailboxes may be further restricted by Village or Postal Service Regulations.*
- J. All Lots shall be used for residential dwelling purposes only. Each Owner shall maintain or cause to be maintained its Lot and all improvements located thereon, including, but not limited to, the exterior of any building or buildings, pedestrian walks, driveways and landscaped areas, in a clean, slightly and safe condition, and each Owner shall at all times cause the prompt removal of all papers, debris, junked vehicles, vehicles without a

current license and Village registration sticker, refuse and other unsightly objects and materials there from and the removal of snow and ice from paved areas, when and as required. Garbage shall be placed in receptacles, and if outside, shall be properly screened.

- K. No trailer, temporary building or structure of any kind shall be permitted except temporary buildings or structures located upon a Lot used during construction of a permanent improvement, which shall be removed as promptly as practicable and in any event no later than thirty (30) days after the issuance by the Village of an occupancy permit for such permanent improvement. In addition, no signage of any kind (except for a single real estate "for sale" sign as permitted by the Village) shall be permitted upon any Lot or residence. Garden sheds shall be allowed, not exceeding a floor area of 144 square feet, overall height of 10.5 feet, in a residential style and color comparable to the existing residence, and otherwise in compliance with City of Joliet regulations regarding accessory uses.
- L. All Improvements shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village

3.3. General Restrictions.

- A. No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seed or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.
- B. Vacant Lots shall not be used for the purpose of raising crops thereon.
- C. Commercial trucks, boats, recreational vehicles or trailers shall at all times be parked in the garage of a dwelling located on a Lot. The repair or maintenance of any motorized vehicle shall not be permitted except within the confines of the garage of a dwelling. However, an Owner shall be permitted to park their one (1) work vehicle (Pickup truck or Van) on the driveway if said work vehicle is used on a regular basis and is not "stored" or parked for any extended periods of time.
- D. There shall be no obstruction in the driveways or other portions of the Common Area nor shall ready access to a garage or entrance to a Lot be obstructed or impeded in any manner.
- E. No animals other than common domestic household pets such as dogs and cats shall be kept on any Lot. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited.

- F. The operation of a "ham" or other amateur radio stations or the erection of any communication antennae or similar devices (other than simple mast antennae located on the roof of a Dwelling) shall not be allowed. Subject to Article 9, no communications discs, except television satellite dishes smaller than one (1) meter in diameter, shall be permitted on any Lot.
- G. All areas of the Lots designed or intended for the proper drainage or retention of storm water, including swale lines and ditches, shall be kept unobstructed and shall be mowed regularly, pursuant to Village Codes. Trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other like improvements may be planted, placed or allowed to remain in any such areas so long as they do not substantially obstruct or alter the rate or direction of flow of storm water from any Lot. No Owner shall alter the rate or direction of flow of storm water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that each drainage or detention area is for the benefit of the entire Property.
- H. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Area improvements or contents thereof, or which would be in violation of any law, nor shall any waste be discarded in the Common Area.
- I. The residential restriction in Article 3.2 (J) shall not, however, be construed in such a manner as to prohibit an Owner from: a) maintaining his personal professional library therein; b) keeping his personal business records or accounts therein; or c) handling his personal or professional telephone calls or correspondence there from. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said paragraph.
- J. Flags.
 - (i) An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. An "American Flag" shall NOT include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.
 - (ii) A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. A "Military Flag" shall NOT include a depiction or emblem of a military flag made of

lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules and Regulations governing the display of American and Military Flags:

- (i) The following are the approved guidelines to be followed when displaying American or Military Flags: The flag must be rectangular in shape not to exceed 3 feet by 5 feet in size suspended on a pole (maximum length 65 inches) mounted by a bracket which is affixed to the trim Board or brickwork no more than 75 inches above the ground or porch floor. The bracket must be capable of supporting the pole and flag at a 20 to 45 degree angle from vertical without damaging the building's exterior.
- (ii) The display of the American Flag shall be subject to the provisions of Title 4 of the United States Code, Chapter 1 (The Flag), Sections 4 through 10, including but not limited to the following:
 - A. It is the universal custom to display the flag only from sunrise to sunset on buildings and on stationary flagstaffs in the open. However, when patriotic effect is desired, the flag may be displayed 24 hours a day if properly illuminated during the hours of darkness.
 - B. The flag should be hoisted briskly and lowered ceremoniously.
 - C. The flag should not be displayed on days when the weather is inclement, except when an all weather flag is displayed.
 - D. When the flag of the United States is displayed from a staff projecting horizontally or at an angle from the window sill, balcony, or front of a building, the union of the flag should be placed at the peak of the staff unless the flag is at the half-staff. When the flag is suspended over a sidewalk from a rope extending from a house to a pole at the edge of the sidewalk, the flag should be hoisted out, union first, from the building.
 - E. When displayed either horizontally or vertically against a wall, the union should be uppermost and to the flag's own right, that is, to the observer's left. When displayed in a window, the flag should be displayed in the same way, with the union or blue field to the left of the observer in the street.

- (iii) In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of a flag pole.
 - (iv) Once installed, the owner will be responsible for the maintenance of the flag pole. If additional cost is required to maintain the portion of property on which the flag pole is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the flag pole to perform maintenance, the owner will be advised accordingly.
 - (v) The owner shall be responsible to fund the entire cost of any maintenance, repair or replacement to the property resulting from installation of the flag pole. In addition, the owner must restore the property to its original condition upon removal of the flag pole. Owner does hereby indemnify and hold harmless the Board of Directors of the Association, its agents and members, from any claims for maintenance or damages to the flag or flag pole. Owner shall display any flag at their own risk.
 - (vi) The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of the flag pole, including the payment of any and all costs of litigation and attorneys' fees resulting there from. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the flag pole.
 - (vii) Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the flag pole must be removed prior to conveyance.
- K. Nothing shall be altered in or removed from the Common Area except upon the written consent of the Board.
- L. In the event of damage to or destruction of any dwelling, garage or other improvement on any Lot, the Owner or Owners from time to time of any such improvement covenant and agree that they will, within a reasonable time after such destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and shall conform in all respects to the laws or

ordinances regulating the construction of such structures in force at the time of such repair or reconstruction. The exterior of such structure, when rebuilt, shall be substantially the same as and of architectural design conformable with the exterior of such structure immediately prior to such damage or destruction. If an Owner fails to make the necessary repairs or reconstruction within thirty (30) days after written notice is sent, the Board may cause the same to be done and the cost thereof shall be charged to such Owner as his personal obligation and shall be a lien on his Lot.

- M. No Owner shall cause or allow any activity which shall cause air, water, soil, or noise pollution which would violate any applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Property. Without limiting the generality of the foregoing, no Owner shall willingly or knowingly drain or dump any refuse, sewage or other materials into storm drains or into the detention or open space areas. No building shall be erected or maintained on any Lot for manufacturing, industrial or business purposes
- N. All planted or landscaped areas in the public right-of-way shall be the maintenance responsibility of fronting Property Owners. The grass must be cut with sufficient frequency so as to prevent it growing in excess of 6 inches in height. In the event an owner permits the grass to grow in excess of 6 inches grass the Association has the option to cut the grass and impose a fine on the homeowner in an amount equivalent to three times the cost to the Association to accomplish this task.
- O. All planted or landscaped areas on a Lot shall be the responsibility of the individual Lot owners for maintenance purposes. The grass must be cut with sufficient frequency so as to prevent it growing in excess of 6 inches in height. In the event an owner permits the grass to grow in excess of 6 inches grass the Association has the option to cut the grass and impose a fine on the homeowner in an amount equivalent to three times the cost to the Association to accomplish this task.
- P. Disabilities. Until determined by federal or state legislation, administrative agency or court of law, the Common Elements shall not be subject to the public facility regulations of the Americans With Disabilities Act. In order to conform to the Fair Housing Amendments Act of 1988, any Unit Owner or Resident may make reasonable modification to his Unit or its limited Common Elements, subject to the following:
 - (i) All requests for modification to a Unit, Common Elements or Limited Common Elements must be in writing.

- (ii) The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.
- (iii) The Board may establish reasonable guidelines for construction of any addition, improvement or modification.
- (iv) All work must be approved by the Board prior to commencing construction.
- (v) The Board may require the Owner or Resident to return the modification(s) to its original condition at Owner's expense upon sale or transfer of Unit Ownership.
- (vi) The Board of Directors shall have the authority to establish a fee for administration and documentation associated with residents moving in and out.

Q. No Owner shall conduct, or permit any Person to conduct, any unlawful or noxious activity on the Lot owned by such Owner.

R. No commercial trucks or commercial vehicles shall be permitted upon any Lot except when such truck or commercial vehicle is actually delivering or unloading personal property to and from the Lot and except any truck or commercial vehicle which is restricted to the interior confines of the private garage. No private vehicles shall be continuously parked on the streets or roadways, but shall be kept in the driveway of the Lot or in the private garage, it being the intention to prevent obstruction of the street by continuous parking thereon. However, an Owner shall be permitted to park their one (1) work vehicle (Pickup truck or Van) on the driveway if said work vehicle is used on a regular basis and is not "stored" or parked for any extended periods of time.

ARTICLE 4

MEMBERSHIP AND BOARD OF DIRECTORS

- 4.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.
- 4.2. Voting Rights. The Association shall have one class of membership and each member shall have one vote for each Lot such member owns, provided that in no event shall more than one (1) vote be cast with respect to any one (1) Lot, If more

than one (1) person is the record owner of any Lot, or if an Owner is a trustee, corporation, partnership or other legal entity, the vote for such Lot shall be exercised as such Owner or Owners of that Lot shall designate. Such designation shall be made in writing to the Board or in such other manner as may be provided in the By-Laws.

- 4.3. Board of Directors. The Association shall be governed by a Board of Directors comprised of three (3) persons, or such greater number as may be determined by Board resolution. The Board shall maintain and administer the Common Area and improvements thereon in accordance with the terms and provisions of this Declaration and the By-Laws.
- 4.4. Officers. The Association shall have such Officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the Articles of Incorporation or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in its Board, from time to time, and its officers under the direction of the Board and shall not be subject to the approval of the Members. The Articles of Incorporation and By-Laws of the Association may include such added provisions for the protection and indemnification of its Officers and Directors as shall be permissible by law. The Directors and Officers of the Association shall not be liable to the Owners or others for any mistake of judgment or any acts or omissions made in good faith as such Directors or Officers.
- 4.5. Director and Officer Liability. Neither the Directors nor the Officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the Directors and Officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the Directors and Officers on behalf of the Owners or the Association or arising out of their status as Directors or Officers unless any such contact or such act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director or Officer may be involved by virtue of being or having been such Director or Officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such Director or Officer, or (ii) any matter settled or compromised unless, in the

opinion of independent counsel selected by or in a manner determined by the Board there is no reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his/her duties as such Director or Officer.

- 4.6. Board Powers. The Association, through the Board, shall have the following powers and duties:
- a. Own, maintain and otherwise manage the Common Area and all Improvements thereon in accordance with the final landscape development plan and own, maintain and otherwise manage all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any landscaping located in concrete islands, cul-de-sac and median strips in the dedicated streets which are adjacent to or within the Property and to maintain any signage and lighting located thereon.
 - b. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association;
 - c. Establish and maintain a working capital and contingency fund in an amount to be determined by the Board.
 - d. Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, water systems, brick pavers, lighting and other improvements (if any) located within the Common Areas and/or at the entrance ways to the Property.
 - e. At its option, mow, care for, maintain vacant and unimproved portions of the Property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the Board to keep any vacant portions of the unimproved portions of the Property neat in appearance and in good order.
 - f. Make such improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its Articles of Incorporation and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping Kearney Glen Subdivision a highly desirable residential community; and
 - g. Adopt and publish rules and regulations governing the use, maintenance, repair, reconstruction, conservation and administration of the Common

Area in accordance with all applicable codes, ordinances and regulations, and to establish and impose penalties for the infraction thereof;

- h. Procure and maintain policies of public liability insurance in an amount that the Board in its discretion determines to be necessary and appropriate.
- i. Upon authorization by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof of any other lawful taxing assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as common expenses.
- j. Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the Articles of Incorporation or the By-Laws.

- 4.7. Insurance. The Board shall have the authority and obligation to and shall obtain comprehensive liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and worker's compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its Officers, members of the Board, and their respective employees and agents from liability and insuring the Officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses payable out of the proceeds of the Assessments required by and collected in accordance with Article 6. The Association shall, be further responsible for maintaining such policies of insurance for the Common Area against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief-endorsements as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time deem prudent. The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least 30 days prior written notice for the Association. The Insurance policies shall contain waivers of subrogation with respect to the Board, its employees, agents, owners and mortgagees.

ARTICLE 5

EASEMENTS AND PROPERTY RIGHTS

- 5.1. Easements and Use and Enjoyment. An Easement is hereby declared and created over and upon the Common Area for the benefit of the entire Property, and every Owner shall have a right and easement of use and enjoyment and a right of access to and of ingress and egress on, over, across, in, upon and to the Common Area, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:
- a. The right of the Association, in accordance with its By-Laws, to adopt rules and regulations governing the use, operation and maintenance of the Common Area,
 - b. The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Area. Notwithstanding the foregoing, no mortgage shall be placed upon the Common Area unless such mortgage is approved by the Board
 - c. The right of the Association to dedicate or transfer all or any part of the Common Area or any utility system thereon to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of the Members of the Board of Directors, has been recorded.
 - d. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever, except any public pathway expressly dedicated for public use.
- 5.2. Rights of Occupants. All persons who reside on a Lot shall have the same rights to use and enjoy the Common Area and all improvements situated thereon as the Owner of that Lot, as provided in the By-Laws.
- 5.3. Utility Easements. The authorized telephone company, Commonwealth Edison Company, the authorized cable television company, Northern Illinois Gas Company, City of Joliet, Illinois, and all other suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, switching apparatus and other equipment, including housings for such equipment, into, over, under, on and through the Property for the purpose of providing utility services to the Property. Every Owner is also hereby granted an easement of ingress and egress over and upon the Common Area and any other Lot for any

and all purposes arising out of the construction, installation, repair, maintenance, replacement and inspection of utilities servicing such Owner's Lot.

- 5.4. Encroachments. In the event that (a) by reason of settlement, shifting or movement, any dwelling, garage or other improvement as originally constructed on any Lot or upon the Common Area overhangs or otherwise encroaches or shall hereafter encroach upon any other Lot or upon the Common Area, or (b) by reason of such settlement, shifting or movement it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Area for any reasonable use appurtenant thereto which will not unreasonably interfere with the use or enjoyment of the Common Area by other Owners, or (c) by reason of settlement, shifting or movement of utility, ventilation and exhaust systems, any mains, pipes, ducts or conduits servicing any Lot or more than one Lot, encroach or shall hereafter encroach upon any part of any Lot or the Common Area, then, in any such case, valid easements for the maintenance of such encroachment and for such use of the Common Area, together with the right to enter upon such other Lot or Common Area to maintain, repair and replace such other Lot or Common Area to maintain, repair and replace such encroachment, are hereby established and shall exist for the benefit of such Lot or the Common Area, as the case may be, so long as such dwelling, garage or other improvement shall remain standing, provided, however, that if any such dwelling, garage or other improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachment may be re-established and the easements herein granted for the maintenance, repair and replacement thereof shall continue in force; provided further that in no event shall a valid easement for any encroachment or use in the Common Area be created in favor of any Owner if such encroachment or use was created by the intentional, willful or negligent conduct of any Owner or that of his agent.
- 5.5. Easements Run With the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and binding upon any owner, purchaser, mortgagee or to the person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of this Declaration shall be sufficient to create and reserve such easements as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.
- 5.6. Board's Rights. The Association and any of its respective agents, employees and independent contractors shall have the right to enter upon the Common Area and any Lot to the extent necessary for the purpose of inspecting, maintaining, repairing and replacing the Common Area and any improvements, in, on, under or upon the Common Area as herein provided or for performing any of their respective obligations herein provided. In any such case, the Association or any

of their agents, employees or independent contractors shall not be guilty of any trespass.

- 5.7 No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever, except any public pathway easements expressly dedicated for public use.

ARTICLE 6

COVENANT FOR ASSESSMENTS

- 6.1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, excluding Declarant and Developer, by acceptance of a Deed therefore, whether or not it shall be so expressed in any such deed or other covenants, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each Lot owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due.
- 6.2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Common Area and the improvements thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon, for certain maintenance, and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By-Laws.
- 6.3. Assessment Procedure - Annual Assessments.
- a. Each year, on or before November 1st, the Board shall prepare a budget for the Association for the ensuing twelve (12) months which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements on the Common Area, and for such other contingencies as the Board may deem proper, and shall, on or before December 1st, or at least thirty (30) days prior to the adoption thereof, notify each Owner in writing of the amount of such estimate, with

reasonable itemization thereof and a copy of the proposed budget. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. On or before the next January 1, following the preparation of the budget, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, the annual assessment made pursuant to this paragraph. On or before April 1 of each year, the Board shall supply to all Owners an itemized accounting, on an accrual or cash basis, of expenses for the preceding twelve (12) months together with a tabulation of the assessments and showing net excess or deficit, on an accrual or cash basis, of income over the sum of expenses plus reserves. Any such excess may, at the discretion of the Board, be retained by the Association and shall be placed in a reserve account.

- b. If said annual assessments prove inadequate for any reason, including non-payment of any Owner's assessment, the Board may, subject to the limitations on the use of capital reserves in Paragraph 6.5, charge the deficiency against existing reserves, or levy a further assessment which shall be assessed equally against all Lots subject to assessment. The Board shall serve notice for such further assessment on all Owners by a statement in writing showing the amount due and reasons therefore, and such further assessment shall become effective with the monthly installment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment,
- c. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided. Whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay his monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

- 6.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to the Common Area and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the By-Laws, any such assessments which in one (1) year exceed Five Thousand and No/100 Dollars (\$5,000.00) for all Lots involved shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by the Members present at a general or special meeting duly called for that purpose or, in lieu of such Members meeting, by an instrument signed by the

Members owning two-thirds (2/3) of the Lots. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall, be fixed by the Board or, where applicable, as approved by the members, and shall be used only for the specific purpose for which such assessment was levied.

- 6.5. Capital Reserves. To the extent the annual budget includes an amount specifically designated as a capital reserve, that proportion of each installment of the annual assessments paid to the Association as the amount so designated as a capital reserve bears to the total annual budget shall be segregated and maintained by the Association in a special capital reserve account to be used solely for making repairs and replacements to the Common Area and the improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder.
- 6.6. Notice and Quorum. Written notice of any meeting called for the purpose of authorizing special assessments which requires approval of the Members shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of voting Members in person or by proxy having sixty percent (60%) of the votes entitled to be cast shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- 6.7. Uniform Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots.
- 6.8. Collection of Assessments. Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the maximum rate permitted by law. The Board may determine a late charge not to exceed Fifty and No/100 Dollars (\$50.00) per month for all delinquent assessments. The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Board, costs and attorneys' fees as above provided,

shall be and become a lien or charge against the delinquent Owner's Lot when payable and may be foreclosed by any action brought in the name of the Association. To the extent permitted by statute, the Board may bring an action in Forcible Entry and Detainer to collect any delinquent assessments.

- 6.9. No Waiver of Liability. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Any claim by an Owner against the Association shall be by separate action and shall not be used as a defense or counterclaim to an action by the Association to collect assessments.
- 6.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Lot by a bona fide lender. Each holder of a first mortgage on a Lot who obtains title or comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments or charges which become payable prior to such acquisition of title, possession, or the filing of a suit to foreclose the mortgage.
- 6.11. The Association shall have the right to dedicate or transfer all or any part of the Common Area or Limited Common Area to any public agency, authority, or utility subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedication or transfer.

ARTICLE 7

EXTERIOR MAINTENANCE BY ASSOCIATION AND OWNERS

In addition to other rights, powers and duties of the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Common Area and the cost and expense of which shall be paid for by the Association from assessment funds:

Common Area. The Association shall maintain, repair, replace and manage the Common Area and all facilities, improvements and equipment thereon, and pay for all expenses and services in connection therewith, including without limiting the generality of the foregoing: landscape maintenance, comprehensive liability, hazard and other insurance, payment of all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Common Area or other property owned by the Association, and such other services for the Common Area as the Board deems to be in the best interests of the Association and its Members.

Landscape Plan. The Association shall maintain, repair, replace and manage the landscaping located within the Property in accordance with the Landscaping Plan, which is included in the rules and regulations.

ARTICLE 8

RIGHTS OF FIRST MORTGAGEES

- 8.1. In addition to all other rights of first mortgagees pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary:

Unless at least fifty-one (51) percent of the first mortgagees (based upon one vote for each first mortgage owned) of individual Lots (hereinafter referred to as "First Mortgagees") have given their prior written approval, the Association shall not be entitled to:

- a. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvement thereon which is owned, directly or indirectly, by the Association for the benefit of the Lots and the Owners. The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association shall not, for purposes of the foregoing, be deemed to be a transfer.
- b. Change the method of determining the obligations, assessments, dues, reserves for maintenance, repair and replacement of Common Areas, or other charges which may be levied against a Lot and the Owner thereof as provided in Article 6, subject, however, to the provisions in Paragraph 8.5 hereof.
- c. By act or omission waive, abandon or materially change any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any dwelling or garage on a Lot, the exterior maintenance of any such dwelling or garage, the maintenance of common fences and driveways, if any, or the upkeep of lawns and plantings on the Property.
- d. Fail to maintain fire and extended coverage insurance on the insurable improvements in the Common Area in an amount not less than one hundred percent (100%) of the full insurable replacement cost.
- e. Use hazard insurance proceeds for losses to any improvements to the Common Area for other than the repair, replacement or reconstruction of such improvements.

- f. Change the responsibility for maintenance and repairs of the Common Area and/or Lots thereof as provided in Article 7.
 - g. Change the interests in the Common Area or rights to their use.
 - h. Change the voting rights of any Member of the Association.
 - i. Impose any restrictions on a Lot Owner's right to sell or transfer his or her Lot.
 - j. By act or omission, seek to terminate the legal status of the Association after substantial destruction or condemnation.
- 8.2. First Mortgagees shall have the right to examine the books and records of the Association at reasonable times upon reasonable notice.
- 8.3. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area and First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.
- 8.4. Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations hereunder or under the By-Laws or rules and regulations of the Association which is not cured within thirty (30) days.
- 8.5. First Mortgagees are entitled to timely written notice, if requested in writing of:
- a. Any condemnation or casualty loss that affects either a material portion of the project or the lot securing its mortgage.
 - b. Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.
 - c. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association; and
 - d. Any proposed action that requires the consent of a specified percentage or eligible mortgage holders.

The request must include the Owners' Association, stating both its name and address and the Lot address of the Lot it has a mortgage on.

This Article 8 may be amended only with the written consent of seventy-five (75%) of the First Mortgagees (based upon one vote for each first mortgage owned).

ARTICLE 9

DEVICES DESIGNED FOR THE AIR RECEPTION OF TELEVISION BROADCAST SIGNALS.

In compliance with Section 207 of the Telecommunications Act of 1996, and the rules and regulations promulgated thereby, devices designed for over-the-air reception of television broadcast signals, multi-channel multipoint distribution services or direct broadcast satellite services (collectively "Dishes") which promote a viewer's ability to receive video programming services, shall be permitted and may be affixed to or placed upon the exterior walls or roof of any dwelling, garage or other improvement on a Lot; provided, however, Dishes shall be placed, to the extent feasible, in locations that are not visible from any street, provided, that this placement permits reception of any acceptable qualify signal. In addition, the size of the Dishes shall not exceed one (1) meter in diameter. Any and all Dishes permitted pursuant to this Section shall be installed in full compliance with all health, safety, fire and electrical codes, rules, regulations, ordinances, statutes and laws of the Federal Government, State of Illinois, DeKalb County, the Village and the Association (collectively "Health and Safety Laws"). All Dishes installed shall be properly grounded and installed in full compliance with all installation requirements of the manufacturer and all Health and Safety Laws. No Dishes shall be installed within the close proximity of any power lines. All Dishes installed, to the extent feasible, shall be painted or of such color so that the Dish blends into the background against which it is mounted, provided, however, said painting requirement does not prohibit or unreasonably interfere with the reception or signal received by the viewer. Notwithstanding anything contained herein to the contrary, the installation of any Dish shall be at the Owner's sole risk and sole cost and expense and, in the event the installation of any Dish causes any damage or destruction to any dwelling or other improvement or any Lot or voids or impairs any warranty, other Lot Owners or the Association, the Owner installing and owning a Dish shall be liable and responsible for and shall pay for any and all costs, expenses, fees and damages and repair any and all damage or destruction created thereby, including reasonable attorneys' fees and court costs. No Dish shall be affixed to, installed or placed upon the Common Area except upon the prior written consent of the Association, not to be unreasonably withheld, and shall only be installed, affixed or placed upon the Common Area in conjunction with the Association's duly adopted rules and regulations. Notwithstanding anything contained herein to the contrary, any Owner installing and affixing any Dish to a Lot, improvement, dwelling or the Common Area hereby agrees to and shall indemnify, defend and hold the Association harmless from and against any and all costs, expenses, suits, damages, destruction to any real property or any person, including attorneys' fees and court costs, caused by, either directly or indirectly, the installation, affixing and maintaining, whether by said Owner or a third party contractor, of a Dish pursuant to this Declaration. This Article 9 shall be binding upon and inure to the benefit of each Owner and his/her heirs, successors and assigns and shall be effective upon recordation in the Office of the Kendall County Recorder of Deeds.

ARTICLE 10

LEASE OF LOTS

Limits on Lease Terms

- (a) Notwithstanding any other provisions of this Declaration to the contrary, rental or leasing of Units is expressly prohibited, except as hereinafter provided:
- (b) The term “leasing of units” includes a transaction wherein the title holder of a unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if consideration is paid therefore. Additionally, the term “leasing of units” shall include any transaction wherein possession of a unit is provided prior to transfer of title. In no event may less than the entire unit be leased.
- (c) Occupancy of a unit by a Immediate Family Member(s) (*spouse, parents and grandparents, children and grand children, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law. Adopted and step members are also included in immediate family*), of a unit Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties.
- (d) Hardship: If a hardship, as determined by the Board of Directors, exists, the unit Owner may apply for a hardship waiver of the leasing restrictions set forth herein in the following manner:
 - (i) The unit Owner must submit a request in writing to the Board of Directors requesting a not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months hardship waiver of this paragraph, setting forth the reasons why they are entitled to same. The Board shall respond to each application in writing within thirty (30) days of the submission thereof.
 - (ii) If, based on the data supplied to the Board of Directors by the unit Owner, the Board finds that a reasonable hardship exists, the Board may grant such hardship waiver. Any lease entered into shall be in writing and for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months. The lease must also contain a provision that failure by the tenant or the unit Owner to abide by the Declaration, By-Laws or Rules and Regulations (the “Governing Documents”) of the Association may, in the discretion of the Board of Directors; result in termination of the lease by the Board of Directors. All decisions of the Board shall be final. The Board's decision shall be final and binding.

- (iii) Copies of all leases must be submitted to the Board not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. As part of such lease delivery, the Unit Owner leasing the Unit Ownership shall also deliver to the Board a forwarding address, telephone number and, if applicable facsimile number where such unit owner That can be reached. The unit owner that leasing the Unit Ownership shall update such contract information from time to time as such contact information changes.
 - (iii) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors along with the copy of the lease.
 - (iv) In the event a unit Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.
- (e) The provisions of the Declaration, By-Laws and Rules and Regulations that relate to the use of the individual unit or the Common Elements shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease. In the event an Owner or Tenant violates any provision set forth herein or in the Governing Documents, said Owner or Tenant may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.
- (f) All Owners and tenants, including Family Members as herein defined, must comply with the provisions contained in a Crime Free Leasing Resolution and Addendum, as duly adopted and as may be from time to time amended by Resolution of the Board of Directors which to the extent permitted by law shall include without limitation, prohibitions on the leasing of units to registered sexual offenders, individuals convicted of drug related offenses and individuals convicted of violent felonies or misdemeanors. The form of the Crime Free Leasing Resolution is attached hereto as Exhibit "D" for informational purposes.
- (g) In addition to the authority to levy fines against the Owner or Tenant for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the tenant, an action for injunctive and other equitable relief, or an action at law for damages.
- (h) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner and/or the Tenant to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

- (i) All unpaid charges including legal fees as a result of the foregoing shall be deemed to be a lien against the unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.
- (j) This Amendment shall not prohibit the Board from leasing any unit owned by the Association or any unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.
- (k) Subparagraph (a) of this amendment shall not be applicable with respect to any lease in existence on the effective date of this amendment and for which a copy has been previously provided to the Board. Upon the expiration of the aforesaid lease, such unit shall be subject to all provisions of this amendment.

ARTICLE 11

RECORDS OF THE ASSOCIATION

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Members.

- 11.1. The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any unit owners in a condominium subject to the authority of the Board or their mortgagees and their duly authorized agents or attorneys:
 - (a) Copies of the recorded declaration, other condominium instruments, other duly recorded covenants and bylaws and any amendments, articles of incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board shall be available.
 - (b) Detailed and accurate records in chronological order of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the master association, shall be maintained.

- (c) The minutes of all meetings of the Association and the Board of the Association shall be maintained for not less than 7 years.
 - (d) Ballots and proxies related thereto, if any, for any election held for the Board of the Association and for any other matters voted on by the unit owners shall be maintained for not less than one year.
 - (e) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not for Profit Corporation Act of 1986 shall be maintained.
 - (f) With respect to units owned by a land trust, if a trustee designates in writing a person to cast votes on behalf of the unit owner, the designation shall remain in effect until a subsequent document is filed with the Association.
- 11.2. Where a request under this subsection is made in writing to the Board or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the Board of Directors.
- 11.3 A reasonable fee may be charged by the Association or its Board for the cost of copying.
- 11.4 If the Board of Directors fails to provide records properly requested under Section 11.1 within the time period provided in Section 11.2, the unit owner may seek appropriate relief, including an award of attorneys' fees and costs.

ARTICLE 12

GENERAL PROVISIONS

- 12.1. Enforcement. In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at the highest interest permitted by law, shall be charged to and assessed against any Owner violating any such

provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 6. If any Owner, or his guests, violates any provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations of the Association, the Board may, after affording the Owner an opportunity to be heard, levy a reasonable fine against such Owner, and such fine shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 6.

In the event the Association fails to maintain the Common Areas or other areas or items the Association is required to maintain in accordance with the terms and conditions of this Declaration, the City of Joliet shall have the right, but not the obligation, to enforce the terms and conditions of this Declaration. Any and all costs incurred by the City of Joliet relating to the enforcement of this Declaration shall be reimbursed to the City of Joliet upon written request to the Association.

- 12.2. Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision hereof, all of which shall remain in full force and effect.
- 12.3. Title in Land Trust. In the event title to any Lot is conveyed to a title-holding trust under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries there under from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust, notwithstanding any transfer of the beneficial interest of any such trust or any transfers of title of such Lot.
- 12.4. Amendments. The provisions of Article 5 and Paragraph 6 .1; and this paragraph may be amended only by an instrument in writing setting forth such amendment signed and acknowledged by all the Owners. Subject to Article 8, other provisions of this Declaration may be amended by an instrument in writing setting forth such amendment signed and acknowledged by the voting Members having at least sixty-six (66%) percent of the total votes of the Members or that is approved at a duly called and held general or special meeting of Members by the affirmative vote, either in person or by proxy, of the voting Members having a

majority of the total votes of the Members and containing a certification by an officer of the Association that said instrument was duly approved as aforesaid. No amendment shall be effective until duly recorded in the Office of the Recorder of Deeds of Kendall County, Illinois. This Declaration may not be amended or modified without the prior written consent of the City, which consent shall not be unreasonably withheld.

- 12.5. Special Amendment. Association 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 Corporation, the Department of Housing and Urban Development, the Federal Housing Association, 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 encumbering any Lot, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto.
- 12.6. Headings. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.
- 12.7. Mailing Address. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the common street address of the Lot owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mails, postage prepaid, and addressed to any Owner at the last address filed by such Owner with the Board shall be sufficient and proper notice to such Owner shall be deemed delivered on the third (3rd) day after deposit in the United States mails.
- 12.8. Notices. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address, all as shown on the records of the Association at the time of such mailing.
- 11.10 Binding Effect. Except for matters discussed in Article 8 of this Declaration, the easements created by this Declaration shall be of perpetual duration unless cancelled in a written document signed by ninety percent (90%) of the Owners. The covenants and restrictions of this Declaration shall run with and bind the

land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

ARTICLE 13

COMMON INTEREST COMMUNITY

The Association shall act and operate as a Common Interest Community as defined in Chapter 735 ILCS 519-102, Illinois Compiled Statutes, as from time to time amended. The Declaration and By-laws shall be deemed to be amended as necessary to comply with any statute relating to Common Interest Communities, and the Developer or Board may record such documents as are necessary to effect this compliance.

APPROVED this ____ day of _____, 20____.

_____ Board President

_____ Board Secretary

Being two-thirds (2/3) of the Board of
Directors of the Kearney Glen Homeowner’s Association

EXHIBIT A

Legal Description

LOTS 1 THROUGH 100, BOTH INCLUSIVE, LOT 204 AND LOT 205 IN KEARNEY GLEN UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS.

LOTS 101 THROUGH 203, BOTH INCLUSIVE, IN KEARNEY GLEN UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 1, AND PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS.

LOT	PIN	ADDRESS
1	09-01-427-001	7203 Foxview Joliet, Il. 60431
2	09-01-427-002	7201 Foxview Joliet, Il. 60431
3	09-01-427-003	7135 Foxview Joliet, Il. 60431
4	09-01-427-004	7133 Foxview Joliet, Il. 60431
5	09-01-427-005	7131 Foxview Joliet, Il. 60431
6	09-01-427-006	7129 Foxview Joliet, Il. 60431
7	09-01-427-007	1112 Foxview Joliet, Il. 60431
8	09-01-427-008	1110 Foxview Joliet, Il. 60431
9	09-01-427-009	1108 Foxview Joliet, Il. 60431
10	09-01-427-010	1106 Foxview Joliet, Il. 60431
11	09-01-427-011	1104 Foxview Joliet, Il. 60431
12	09-01-427-012	1102 Foxview Joliet, Il. 60431
13	09-01-427-013	1100 Foxview Joliet, Il. 60431
14	09-01-427-014	1016 Hudson Joliet, Il. 60431
15	09-01-427-015	1014 Hudson Joliet, Il. 60431
16	09-01-427-016	1012 Hudson Joliet, Il. 60431
17	09-01-427-017	1010 Hudson Joliet, Il. 60431
18	09-01-427-018	1008 Hudson Joliet, Il. 60431
19	09-01-427-019	1006 Hudson Joliet, Il. 60431
20	09-01-427-020	1004 Hudson Joliet, Il. 60431
21	09-01-427-021	1002 Hudson Joliet, Il. 60431
22	09-01-427-022	1000 Hudson Joliet, Il. 60431
50	09-01-428-001	7200 Foxview Joliet, Il. 60431
51	09-01-428-002	1106 Treesdale Joliet, Il. 60431
52	09-01-428-003	1104 Treesdale Joliet, Il. 60431
53	09-01-428-004	1102 Treesdale Joliet, Il. 60431
54	09-01-428-005	1100 Treesdale Joliet, Il. 60431
55	09-01-428-006	1018 Treesdale Joliet, Il. 60431
56	09-01-428-007	1016 Treesdale Joliet, Il. 60431

LOT	PIN	ADDRESS
57	09-01-428-008	1014 Treesdale Joliet, Il. 60431
58	09-01-428-009	1012 Treesdale Joliet, Il. 60431
59	09-01-428-010	1010 Treesdale Joliet, Il. 60431
60	09-01-428-011	1008 Treesdale Joliet, Il. 60431
61	09-01-428-012	1006 Treesdale Joliet, Il. 60431
62	09-01-428-013	1004 Treesdale Joliet, Il. 60431
63	09-01-428-014	1002 Treesdale Joliet, Il. 60431
64	09-01-428-015	1000 Treesdale Joliet, Il. 60431
34	09-01-428-016	1001 Foxview Joliet, Il. 60431
35	09-01-428-017	1003 Foxview Joliet, Il. 60431
36	09-01-428-018	1005 Foxview Joliet, Il. 60431
37	09-01-428-019	1007 Foxview Joliet, Il. 60431
38	09-01-428-020	1009 Foxview Joliet, Il. 60431
39	09-01-428-021	1011 Foxview Joliet, Il. 60431
40	09-01-428-022	1013 Foxview Joliet, Il. 60431
41	09-01-428-023	1015 Foxview Joliet, Il. 60431
42	09-01-428-024	1017 Foxview Joliet, Il. 60431
43	09-01-428-025	1019 Foxview Joliet, Il. 60431
44	09-01-428-026	1101 Foxview Joliet, Il. 60431
45	09-01-428-027	1103 Foxview Joliet, Il. 60431
46	09-01-428-028	1105 Foxview Joliet, Il. 60431
47	09-01-428-029	1107 Foxview Joliet, Il. 60431
48	09-01-428-030	1109 Foxview Joliet, Il. 60431
49	09-01-428-031	7134 Foxview Joliet, Il. 60431
28	09-01-429-001	1010 Foxview Joliet, Il. 60431
29	09-01-429-002	1008 Foxview Joliet, Il. 60431
30	09-01-429-003	1006 Foxview Joliet, Il. 60431
31	09-01-429-004	1004 Foxview Joliet, Il. 60431
32	09-01-429-005	1002 Foxview Joliet, Il. 60431
33	09-01-429-006	1000 Foxview Joliet, Il. 60431
23	09-01-429-007	1001 Hudson Joliet, Il. 60431
24	09-01-429-008	1003 Hudson Joliet, Il. 60431
25	09-01-429-009	1005 Hudson Joliet, Il. 60431
26	09-01-429-010	1007 Hudson Joliet, Il. 60431
27	09-01-429-011	1009 Hudson Joliet, Il. 60431
82	09-01-426-002	1113 Treesdale Joliet, Il. 60431
81	09-01-426-003	1111 Treesdale Joliet, Il. 60431
80	09-01-426-004	1109 Treesdale Joliet, Il. 60431
79	09-01-426-005	1107 Treesdale Joliet, Il. 60431
78	09-01-426-006	1105 Treesdale Joliet, Il. 60431
77	09-01-426-007	1103 Treesdale Joliet, Il. 60431
76	09-01-426-008	1101 Treesdale Joliet, Il. 60431
75	09-01-426-009	1021 Treesdale Joliet, Il. 60431
74	09-01-426-010	1019 Treesdale Joliet, Il. 60431

LOT	PIN	ADDRESS
73	09-01-426-011	1017 Treesdale Joliet, Il. 60431
72	09-01-426-012	1015 Treesdale Joliet, Il. 60431
71	09-01-426-013	1013 Treesdale Joliet, Il. 60431
70	09-01-426-014	1011 Treesdale Joliet, Il. 60431
69	09-01-426-015	1009 Treesdale Joliet, Il. 60431
68	09-01-426-016	1007 Treesdale Joliet, Il. 60431
67	09-01-426-017	1005 Treesdale Joliet, Il. 60431
66	09-01-426-018	1003 Treesdale Joliet, Il. 60431
65	09-01-426-019	1001 Treesdale Joliet, Il. 60431
100	09-01-426-020	1000 Bernard Joliet, Il. 60431
99	09-01-426-021	1002 Bernard Joliet, Il. 60431
98	09-01-426-022	1004 Bernard Joliet, Il. 60431
97	09-01-426-023	1006 Bernard Joliet, Il. 60431
96	09-01-426-024	1008 Bernard Joliet, Il. 60431
95	09-01-426-025	1010 Bernard Joliet, Il. 60431
94	09-01-426-026	1012 Bernard Joliet, Il. 60431
93	09-01-426-027	1014 Bernard Joliet, Il. 60431
92	09-01-426-028	1016 Bernard Joliet, Il. 60431
91	09-01-426-029	1017 Bernard Joliet, Il. 60431
90	09-01-426-030	1015 Bernard Joliet, Il. 60431
89	09-01-426-031	1013 Bernard Joliet, Il. 60431
88	09-01-426-032	1011 Bernard Joliet, Il. 60431
87	09-01-426-033	1009 Bernard Joliet, Il. 60431
86	09-01-426-034	1007 Bernard Joliet, Il. 60431
85	09-01-426-035	1005 Bernard Joliet, Il. 60431
84	09-01-426-036	1003 Bernard Joliet, Il. 60431
83	09-01-426-037	1001 Bernard Joliet, Il. 60431
101	09-01-476-001	915 Treesdale Joliet, Il. 60431
102	09-01-476-002	913 Treesdale Joliet, Il. 60431
103	09-01-476-003	911 Treesdale Joliet, Il. 60431
104	09-01-476-004	909 Treesdale Joliet, Il. 60431
105	09-01-476-005	907 Treesdale Joliet, Il. 60431
106	09-01-476-006	905 Treesdale Joliet, Il. 60431
107	09-01-476-007	903 Treesdale Joliet, Il. 60431
108	09-01-476-008	901 Treesdale Joliet, Il. 60431
109	09-01-476-009	7318 Donovan Joliet, Il. 60431
110	09-01-476-010	7316 Donovan Joliet, Il. 60431
111	09-01-476-011	7314 Donovan Joliet, Il. 60431
112	09-01-476-012	7312 Donovan Joliet, Il. 60431
113	09-01-476-013	7310 Donovan Joliet, Il. 60431
114	09-01-476-014	7308 Donovan Joliet, Il. 60431
115	09-01-476-015	7306 Donovan Joliet, Il. 60431
116	09-01-476-016	7304 Donovan Joliet, Il. 60431
117	09-01-476-017	7302 Donovan Joliet, Il. 60431

LOT	PIN	ADDRESS
118	09-01-476-018	7300 Donovan Joliet, Il. 60431
119	09-01-476-019	7216 Donovan Joliet, Il. 60431
120	09-01-476-020	7214 Donovan Joliet, Il. 60431
121	09-01-476-021	7212 Donovan Joliet, Il. 60431
122	09-01-476-022	7210 Donovan Joliet, Il. 60431
123	09-01-476-023	7208 Donovan Joliet, Il. 60431
124	09-01-476-024	7206 Donovan Joliet, Il. 60431
125	09-01-476-025	7204 Donovan Joliet, Il. 60431
126	09-01-476-026	7202 Donovan Joliet, Il. 60431
127	09-01-476-027	7200 Donovan Joliet, Il. 60431
128	09-01-476-028	7134 Donovan Joliet, Il. 60431
129	09-01-476-029	7132 Donovan Joliet, Il. 60431
130	09-01-476-030	7130 Donovan Joliet, Il. 60431
131	09-01-476-031	800 Hudson Joliet, Il. 60431
132	09-01-476-032	802 Hudson Joliet, Il. 60431
133	09-01-476-033	804 Hudson Joliet, Il. 60431
134	09-01-476-034	806 Hudson Joliet, Il. 60431
135	09-01-476-035	808 Hudson Joliet, Il. 60431
136	09-01-476-036	810 Hudson Joliet, Il. 60431
137	09-01-476-037	812 Hudson Joliet, Il. 60431
138	09-01-476-038	900 Hudson Joliet, Il. 60431
139	09-01-476-039	902 Hudson Joliet, Il. 60431
140	09-01-476-040	904 Hudson Joliet, Il. 60431
141	09-01-476-041	906 Hudson Joliet, Il. 60431
142	09-01-476-042	908 Hudson Joliet, Il. 60431
143	09-01-476-043	910 Hudson Joliet, Il. 60431
144	09-01-476-044	912 Hudson Joliet, Il. 60431
203	09-01-477-001	912 Treesdale Joliet, Il. 60431
202	09-01-477-002	910 Treesdale Joliet, Il. 60431
201	09-01-477-003	908 Treesdale Joliet, Il. 60431
200	09-01-477-004	906 Treesdale Joliet, Il. 60431
199	09-01-477-005	904 Treesdale Joliet, Il. 60431
198	09-01-477-006	902 Treesdale Joliet, Il. 60431
197	09-01-477-007	810 Branden Joliet, Il. 60431
196	09-01-477-008	808 Branden Joliet, Il. 60431
195	09-01-477-009	806 Branden Joliet, Il. 60431
194	09-01-477-010	804 Branden Joliet, Il. 60431
193	09-01-477-011	805 Branden Joliet, Il. 60431
192	09-01-477-012	807 Branden Joliet, Il. 60431
191	09-01-477-013	809 Branden Joliet, Il. 60431
190	09-01-477-014	811 Branden Joliet, Il. 60431
189	09-01-477-015	812 Treesdale Joliet, Il. 60431
188	09-01-477-016	810 Treesdale Joliet, Il. 60431
187	09-01-477-017	808 Treesdale Joliet, Il. 60431

186	09-01-477-018	806 Treesdale Joliet, Il. 60431
185	09-01-477-019	7301 Donovan Joliet, Il. 60431
184	09-01-477-020	7213 Donovan Joliet, Il. 60431
183	09-01-477-021	7211 Donovan Joliet, Il. 60431
182	09-01-477-022	7209 Donovan Joliet, Il. 60431
181	09-01-477-023	7207 Donovan Joliet, Il. 60431
180	09-01-477-024	803 Foxview Joliet, Il. 60431
179	09-01-477-025	805 Foxview Joliet, Il. 60431
178	09-01-477-026	807 Foxview Joliet, Il. 60431
177	09-01-477-027	809 Foxview Joliet, Il. 60431
176	09-01-477-028	811 Foxview Joliet, Il. 60431
175	09-01-477-029	901 Foxview Joliet, Il. 60431
174	09-01-477-030	903 Foxview Joliet, Il. 60431
173	09-01-477-031	905 Foxview Joliet, Il. 60431
172	09-01-477-032	907 Foxview Joliet, Il. 60431
171	09-01-477-033	909 Foxview Joliet, Il. 60431
170	09-01-477-034	911 Foxview Joliet, Il. 60431
169	09-01-477-035	913 Foxview Joliet, Il. 60431
168	09-01-477-001	912 Foxview Joliet, Il. 60431
167	09-01-477-002	910 Foxview Joliet, Il. 60431
166	09-01-477-003	908 Foxview Joliet, Il. 60431
165	09-01-477-004	906 Foxview Joliet, Il. 60431
164	09-01-477-005	904 Foxview Joliet, Il. 60431
163	09-01-477-006	902 Foxview Joliet, Il. 60431
162	09-01-477-007	900 Foxview Joliet, Il. 60431
161	09-01-477-008	812 Foxview Joliet, Il. 60431
160	09-01-477-009	810 Foxview Joliet, Il. 60431
159	09-01-477-010	808 Foxview Joliet, Il. 60431
158	09-01-477-011	806 Foxview Joliet, Il. 60431
157	09-01-477-012	804 Foxview Joliet, Il. 60431
156	09-01-477-013	803 Hudson Joliet, Il. 60431
155	09-01-477-014	805 Hudson Joliet, Il. 60431
154	09-01-477-015	807 Hudson Joliet, Il. 60431
153	09-01-477-016	809 Hudson Joliet, Il. 60431
152	09-01-477-017	811 Hudson Joliet, Il. 60431
151	09-01-477-018	813 Hudson Joliet, Il. 60431
150	09-01-477-019	901 Hudson Joliet, Il. 60431
149	09-01-477-020	903 Hudson Joliet, Il. 60431
148	09-01-477-021	905 Hudson Joliet, Il. 60431
147	09-01-477-022	907 Hudson Joliet, Il. 60431
146	09-01-477-023	909 Hudson Joliet, Il. 60431
145	09-01-477-024	911 Hudson Joliet, Il. 60431

**AFFIDAVIT PURSUANT TO
ILLINOIS CONDOMINIUM PROPERTY ACT, SECTION 27(B)**

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

I, _____, state that I am the _____ of the Board of Directors of the Kearney Glen Homeowner’s Association, and that a copy of the foregoing Amended and Restated Declaration was either delivered personally to each Unit Owner at the Association or was sent by regular U.S. Mail, postage prepaid, to each Unit Owner in the Association at the address of the unit or such other address as the Owner has provided to the Board of Directors for purposes of mailing notices. I further state that the Unit Owners did not file a petition with the board, pursuant to the requirements of Section 18(h) of the Illinois Condominium Property Act, objecting to the adoption of this Amended and Restated Declaration.

By:_____

Title:_____

Subscribed and Sworn to before me
this ____ day of _____, 20__.

Notary Public

My Commission Expires:_____

EXHIBIT "B"

**AMENDED AND RESTATED BY-LAWS OF THE
KEARNEY GLEN HOMEOWNERS' ASSOCIATION**

ARTICLE I

NAME, LOCATION, AND PURPOSE

SECTION 1. The name of the not-for-profit corporation is KEARNEY GLEN Homeowners' Association ("Association"). The principal office of the Association shall be located at Joliet, Illinois, but meetings of members and directors may be held at such places within the State of Illinois, County of Kendall as may be designated by the Board of Directors ("Board").

SECTION 2. The purpose of this Association is to carry out and exercise the duties, rights and responsibilities of the Association as set forth I the covenants, conditions, easements, rights, restriction and obligations as contained and delineated in the Declaration of Covenants, Conditions, Restrictions and Easement for KEARNEY GLEN HOMEOWNERS' ASSOCIATION (hereinafter referred to as the "Declaration"). Any conflict arising between these By-Laws and the Declaration shall be resolved in favor of said Declaration.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Board of Directors (Board of Directors).

- (a) The Board of Directors, also known as the Board of Directors, shall consist of three (3) persons who shall be appointed or elected in the manner herein provided, or such greater number as may be determined by Board resolution. Each member of the Board shall be a Lot Owner and shall reside on the Property, provided, however, that in the event a Lot Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, provided such person must reside on the Property
- (b) In all elections for members of the Board, the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Cumulative voting shall be prohibited. The two (2) persons receiving the highest number of votes at the first annual meeting were elected to the Board for a term of two (2) years and the person receiving the next highest number of votes was elected to the Board for a

term of one (1) year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each, provided, however, Board members may succeed themselves. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the next annual meeting or at a special meeting of the Voting Members called for such purpose. Except as otherwise provided in the Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present (at its meetings at which a quorum exists.) A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may from time to time adopt. Notwithstanding Section 3 below, any Lot Owner who is not current relative to his financial responsibility to the Association shall be prohibited from participating in any election or serving on the Board. In the event an existing Board Member becomes delinquent in the payment of his/her assessments or other financial responsibility to the Board, and such delinquency remains unsatisfied for 10 days following written notice from the Board, such Board member may be removed by the majority vote of the Board at any regular or special board meeting. A successor to replace the Board members so removed may be appointed by a vote of two thirds of the remaining Board members.

Section 2. Officers.

The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Declaration and By-Laws; a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. However, no officer shall be elected for a term of more than two (2) years. Any officer may succeed himself in any office.

Section 3. Removal.

In addition to removing a Board member who becomes delinquent and his/her assessments, or other financial obligation to the Association, a Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose, such meeting to be held within thirty (30) days after the special meeting which removed the Board-member.

Section 4. Meetings.

- (a) The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Lot Owner, and notice of any such meeting shall be received at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice.
- (b) Special meetings of the Members may be called either by the President, the Board or by Members representing in the aggregate not less than one-fourth (1/4) of the votes entitled to be cast at a meeting of the Members.
- (c) The Board may designate any place within or near the Property as the place of meeting for any annual meeting or for any special meeting. If no designation is made or if a special meeting is not otherwise called, the place of meeting shall be at the principal office of the Association, provided, however, that should all of the Members meet at any time and place and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.
- (d) Written or printed notice stating the place, day, and hour of any meeting of Members shall be delivered either personally or by mail to each member not less than five (5) or more than forty (40) days before the day of such meeting. Said notice shall be given by or at the direction of the President, Secretary or the officers calling the meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of the meeting shall be deemed delivered when deposited in the United States mail addressed to the Member at the Member's address as it appears on the records of the Association, with postage prepaid.
- (e) Meetings of the Board shall be open to any Unit Owner except for any portion of a meeting held (i) to discuss litigation when an action against or on behalf of the particular Association has been filed and is pending in a court or administrative tribunal, or when the board of the Association finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or unpaid common expenses owed to the Association. Any vote on these matters shall be taken at a meeting or portion thereof open to any unit owner of a condominium subject to the authority of the Association. Any unit owner may record the proceedings at meetings required to be open by this Act by tape, film or other means; the board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of any such meeting shall be posted in a conspicuous place on the premises.

Section 5. General Powers of the Board.

In addition to the duties and powers inherently charged to and possessed by the Association as an Illinois not-for-profit corporation and the duties and powers enumerated herein and in its Articles of Incorporation and Declaration, or elsewhere provided for, and without limiting the generality of the same, the Association shall have the following duties and powers:

- (a) preparation, adoption and distribution of the annual budget for the Property;
- (b) levying of assessments;
- (c) collection of assessments from members;
- (d) owning, conveying, encumbering, leasing and otherwise dealing with Lots conveyed to or purchased by it;
- (e) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (f) to have access to each Lot from time to time as may be necessary for the maintenance, repair or replacement of the Common Area therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area;
- (g) to pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Area, rather than merely against the interests therein of particular Lot Owners. Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred (including attorney's fees, if any) by the Board by reason of said lien or liens shall be specially assessed to said Lot owner or Lot Owners;
- (h) to maintain and repair any Lot if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Area or any other portion of the Property, and a Lot owner of any Lot that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Lot Owner, provided that the Board shall levy a special assessment against such Lot Owner for the cost of said maintenance or repair;

- (i) The Board shall have the power to seek relief from or in connection with the assessment or levy of any general real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful assessing body, which are authorized by law to be assessed and levied on the Common Area and to charge all expenses incurred in connection therewith to the Association.
- (j) The Board's powers hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Lots requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of Voting Members having two-thirds (2/3) of the total votes;
- (k) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board;
- (l) The Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Lot Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Lot Owners and Occupants and the Property shall at all times be maintained subject to such rules and regulations;
- (m) The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board;
- (n) Nothing hereinabove contained shall be construed to give the Board, Association, or Lot Owners authority to conduct an active business for profit on behalf of all the Lot Owners or any one of them.

ARTICLE III

COMMITTEES

Section 1. The Board, by resolution adopted by a majority of the Board, may designate one (1) or more committees, each of which shall consist of one (1) or more members of the Board; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association;

but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual member of the Board, of any responsibility imposed upon it or him by law.

- Section 2. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Lot owners, and the President of the Association, shall appoint the members thereof. Any member thereof may be removed whenever in the judgment of the Board the best interests of the Association shall be served by such removal.
- Section 3. Each member of a committee shall continue as such until the next annual meeting of the Board or until his successor is appointed and shall have qualified or until the Board shall relieve him from his role as a committee member, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.
- Section 4. One (1) member of each committee shall be appointed chairman.
- Section 5. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointment.
- Section 6. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.
- Section 7. Each committee may adopt rules for its own governance not inconsistent with these By-Laws or with rules adopted by the Board.

ARTICLE IV

MEMBERSHIP MEETINGS

- Section 1. Meetings of the Lot Owners shall be held at the principal office of the Association or at such other place in the City of Joliet, Illinois as may be designated in any notice of a Meeting, any Lot owners in writing may waive notice of a meeting or consent to any action of the Association without a Meeting.
- Section 2. Special Meetings of the Lot Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all, or some of the Lot Owners, or

for any other reasonable purpose. Said Meetings shall be called by written notice, authorized by a majority of the Board or by the Lot Owners having one-fourth (1/4) of the total votes, and delivered not less than five (5) days nor more than sixty (60) days prior to the date fixed for said Meeting. The Notices shall specify the date, time and place of the Meeting and the matters to be considered.

Section 3. At any Meeting of the Lot Owners, a Lot Owner entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. A proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 4. The presence in person or by proxy of at least twenty percent (20%) of the Lots shall constitute a quorum. The affirmative vote of a majority of those Owners present at the meeting shall be required for the approval of any action, unless otherwise provided herein.

ARTICLE V

AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of the Lot Owners entitled to cast two-thirds (2/3) of the total votes computed as provided in Section 4.2 of the Declaration. Such Amendments shall be recorded in the Office of the Recorder of Deeds of Kendall County, Illinois.

ARTICLE VI

INTERPRETATION

In the case of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

EXHIBIT "C"

CRIME FREE LEASING

**AMENDED AND RESTATED DECLARATION OF EASEMENTS AND
RESTRICTIONS FOR KEARNEY GLEN HOMEOWNER'S ASSOCIATION ¶
RESOLUTION¶**

WHEREAS, the Amended and Restated Declaration of Easements and Restrictions for Kearney Glen Homeowner's Association ("Association") is an Illinois not-for-profit corporation, organized and operated for the purpose of administering the Association; and

WHEREAS, Association is administered by a duly elected Board of Directors in accordance with a certain Declaration of Condominium; and

WHEREAS, the Board of Directors is charged with the responsibility of maintaining the property and acting in the best interests of the members of the Association; and

WHEREAS, the Board of Directors has deemed it to be in the best interests of the Association to adopt the following rules regarding a Crime-Free Leasing Program.

NOW, THEREFORE, BE IT RESOLVED:

The rules and regulations of the Association are amended to include the following provisions:

Leases, Tenants and Non-Resident Unit Owners.

- I. It is the unit Owner's responsibility to comply with the following:
 - A. Provide the Association with a copy of the lease and **Crime Free Lease Addendum** (a copy of which is attached hereto), executed by the tenants not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. The lease must include names of all the residents of the unit. All tenants must be provided a copy of the Declaration, By-Laws, Rules and Regulations upon executing a lease for the unit. All leases must be in writing and for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months. All leases must be in conformance with, and make specific reference to, the legal documents of the Association.
 - B. There are several important items that every investor-owner must consider before leasing his/her unit. The Association is a Crime Free Community and has implemented this program:

1. Owners must notify prospective tenants that the Association is a **Crime Free Community**.
2. Owners must show prospective tenants the **Crime Free Lease Addendum**. This addendum must be initialed by prospective tenants to indicate they have seen it prior to completing the application.
3. Owners must obtain a completed lease application from prospective tenants, and provide a copy to the Board of Directors, no less than ten days prior to occupancy of the unit, a copy of the application is available through the Board of Directors and/or management.
4. Owners must obtain a criminal background check on prospective tenant and every person moving into the unit, and provide a copy to the Board of Directors, no less than ten days prior to occupancy of the unit. Owners must submit proof to the management company that this was done prior to the tenant moving into the unit.

A VIOLATION OF THE FOREGOING SECTION A AND B 1 THROUGH B 4 MAY RESULT IN A FINE OF **\$100.00**, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

5. All leases must be in writing and for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months, unless the Board consents in writing to the contrary. No unit owner may lease less than the entire unit. The unit may not be leased for transient or hotel purposes. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. The Owner is also required to submit, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, a completed Resident Information form stating the number and name of all tenants, including children, who will be residing at their unit. This information will also include the phone number of the unit, all work numbers, emergency contact information, make, model and license plate number of vehicles used by the occupants.
6. All leases must be current. The management office must be provided a copy of all updated leases (renewal) and lease riders not later than the date of occupancy or ten (10) days after the updated lease is signed, whichever occurs first. Additionally, unless otherwise provided by law, any unit owner who fails to provide the Board of Directors with an address other than the unit where the owner is to receive notices or other information from the Association shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such unit owner caused by any delays in receiving notice resulting therefrom.

7. Discrimination on the basis of age, race, color, creed, national origin or sex is not allowed.
8. If a tenant violates the Declarations, By-Laws or the Rules and Regulations of the Association, the owner shall also be held responsible.
9. Sub-leasing of Units is not permitted.
10. During the terms of the lease, no new roommate may move in without a new lease being generated, containing the names of all tenants residing in the unit, (a new roommate is someone residing in the unit longer than 30 days). A copy of (1) the new lease, (2) new lease rider and (3) **Crime free Lease Addendum** must be delivered to the management office. **A background criminal check must be done on the new tenant(s) prior to moving in.** All moving rules must be followed during this time.
11. Owners may not rent their units to any person or persons who have a) ever been convicted of any violent criminal activity b) been convicted of a drug-related criminal activity within the last five (5) years or been convicted of any form of aggravated sexual assault or been adjudicated a registered sexual offender. "Violent criminal activity" is defined as any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. "Drug-related criminal activity" is defined as the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 802]).

A VIOLATION OF THE FOREGOING SECTION B 5 THROUGH B 11 MAY RESULT IN A MINIMUM \$100.00 FINE FOR THE FIRST VIOLATION, \$250.00 FOR THE SECOND VIOLATION, AND \$500.00 FOR THE THIRD AND EACH SUBSEQUENT VIOLATION, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

II. Anytime a crime is committed on this property which involves a resident, tenant, guest, or invitee of a tenant, resident or guest the following fines may be assessed to the owner of the respective unit involved, after notice and an opportunity for a hearing:

A. Activities on this property such as, but not limited to, disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, public drunkenness (adult), party out-of-control if supported after notice and opportunity to be heard on the matter:

1 st offense	\$100.00
2 nd offense	\$250.00
Thereafter	\$500.00

B. Activities on this property such as, but not limited to, domestic violence, child abuse assault, burglary, theft, public drunkenness (minors), possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property if supported, after notice and opportunity to be heard on the matter:

1st offense **\$100.00**
Thereafter **\$500.00 per incident**

C. Activities on this property such as, but not limited to, manufacturing or distributing illegal drugs, any crime related to gang activity; illegal possession of firearm or weapon; discharge of firearm, aggravated assault, arson, kidnapping, murder if supported, after notice and opportunity to be heard on the matter.

1st offense and thereafter **\$1000.00 per incident**

III. In addition to any other remedies, by filing an action jointly against the tenant and the unit owner, the Association may seek to enjoin a tenant from occupying a unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Declaration, By-Laws, and Rules and Regulations of the Association. The Board of Directors may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or bylaws of the Association.

IV. This policy becomes effective March 1, 2009. All lease agreements signed prior to this date will be grandfathered through the term of the lease or for one year from the effective date of these rules, whichever occurs first, in regards to the Crime Free Lease Addendum. Tenants are not subject to another criminal background check at the time of lease renewal, only at the time the initial lease is effected. Owners are immediately responsible for providing the Association with a current Resident Information Form. The names on the Resident Information Form should be the same as those on the lease. Owners are also responsible for providing their tenants with information regarding this program and letting them know that crime will not be tolerated at the Association.

V. Fines for actions of individuals may be mitigated on a case by case basis (depending on the severity of the matter or damage and positive action taken regarding correction), with any decision made to be in the discretion of the Board and its decision shall be final and binding.

VI. All fines, costs, legal fees, and other expenses of the Association in connection with any violation under these rules shall be assessed to the account of the Unit Owner responsible.

EXHIBIT “D”

FINING RESOLUTION

WHEREAS, KEARNEY GLEN HOMEOWNER’S ASSOCIATION (Association) is an Illinois Common Interest Community and the Board of Directors (Board) has the authority to exercise for the Association all powers, duties and authority vested under the Illinois Not-for-Profit Corporation Act or the common interest community instruments which include, but shall not be limited to, the authority to adopt rules and regulations governing the operation and use of the common interest community property; and

WHEREAS, the Board proposed to impose a fine for a violation of the Rules and Regulations of the Association and for any violation of the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Kearney Glen (Covenants) and By-Laws of the Association; and

WHEREAS, the Board recognizes that the Illinois Forcible Entry and Detainer Act has been amended to provide that if a Common Interest Community Owner fails to pay, when due, his or her proportionate share of the common expenses or any other expenses lawfully agreed upon or the amount of any unpaid fines, the Owner’s right to possession can be terminated by a Court.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

1. That the Secretary of the Board send a copy of this Resolution to all Association members.
2. That the fine to be imposed shall be set by the Board of Directors in an amount not to exceed ONE THOUSAND DOLLARS (\$1,000.00); and in addition, for each day that the violation occurs or exists, an additional fine not to exceed TWENTY FIVE DOLLARS (\$25.00) per day can be assessed.
3. Prior to the imposition of any sanction for a breach of the Covenants, By-Laws or Rules and Regulations or the imposition of a fine or the infringement upon any other rights of an Owner or tenant of an Owner, the following procedure is to be followed:
 - A. Written demand is to be sent to the Owner or occupant to cease and desist from the alleged violation. The demand may be served by letter specifying:
 - i. The alleged violation;
 - ii. The action required to abate the violation; and
 - iii. The time period during which the violation may be abated without further fine if the violation is a continuing one, or a statement that any violation of the same rule may result in the imposition of additional fines or sanctions after notice and hearing if the violation is not continuing.
 - B. Together with the written demand to cease and desist should be a notification to the alleged violator. The notice shall contain:
 - i. The nature of the alleged violation;

- ii. An opportunity to request a hearing, and at such hearing, produce any statement, evidence and witness on his or her behalf together with the opportunity to be represented by an attorney; and
 - iii. The proposed sanction or fine to be imposed.
- C. At the hearing, the alleged violator or his or her attorney has the right to present evidence and to cross-examine witnesses. The hearing is to be held in executive session. The minutes of the meeting shall contain a written statement of the results of the hearing and the determination of the Board of Directors plus the fine or sanction, if any, imposed.

EXHIBIT "E"

MAINTENANCE PLAN – LOT 205

1. First Year. Mow the planted area to a height of 6-8 inches (not including the emergent areas) 2-4 times during the early growing season and as needed to control non-native weedy species. Mowing (including weed whipping) shall take place prior to or when non-native and weedy species are flowering so as to prevent seed set. Control undesirable plant species, when present in small quantities, by hand pulling prior to the development and maturity of the plant. Hand removal shall include the removal of all aboveground and belowground stems, roots and flower masses prior to development of seeds. Apply herbicide (as necessary) to non-native and weedy species within the naturalized areas with appropriate herbicide.
Herbicide should be applied by a trained and licensed applicator. Non-selective herbicides can be used but with utmost caution. Non-selective herbicides are absorbed through the plant tissues and work their way into the root system, effectively killing the plant. The only acceptable herbicides are glyphosate based such as Roundup, Rodeo, or Razor.
2. Second Year. Control of undesirable plant species during the second growing season shall consist primarily of herbicide application. Mowing (including weed whipping) shall be conducted two to four times during the early growing season and as needed to a height of 6 to 8 inches to prevent annual weeds from producing seed.
3. Third Year. Undesirable plant species will be controlled (as necessary) by mowing (including weed whipping), hand pulling, and/or spot herbicide application. At the completion of the third growing season (dependent on fuel availability; dominance of graminoid species, i.e. grasses and sedges, is required for successful burning), fire may be introduced to the naturalized areas as the primary management tool. Trained professionals experienced in the fuel types present shall conduct burning. State and local permits shall be obtained prior to prescribed burning. Prior to a prescribed burn, surrounding property owners as well as local police and fire departments will be notified. A burn plan designating

the preferred wind direction and speed, location of firebreaks, and necessary personnel and equipment shall be prepared and utilized in planning and burn implementation.

The initial burn shall be dependent on fuel availability that is directly related to the quantity and quality of grasses, sedges, and forbs present within the planting area. The burn season runs from November 1 through April 30 and burns shall be conducted whenever conditions are suitable. Generally, a new prairie/wetland area shall be burned annually for two years after the third growing season and then every other year thereafter, burning approximately 50-75% of the area.



**AMENDED AND RESTATED DECLARATION OF
EASEMENTS AND RESTRICTIONS FOR**

KEARNEY GLEN HOMEOWNER'S ASSOCIATION

APPROVED this 2nd day of August, 2010.

**BOARD OF DIRECTORS
KEARNEY GLEN HOMEOWNER'S ASSOCIATION**

BY: _____
It's President

ATTEST:

BY: _____
It's Secretary