

For Use by the Recorder's Office Only

**AMENDED AND RESTATED DECLARATION OF
COVENANTS AND BYLAWS FOR
CREEKSIDE AT PLUM GROVE ASSOCIATION**

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

JORDAN I. SHIFRIN
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 — (847) 537-0500

**AMENDED AND RESTATED DECLARATION
OF COVENANTS AND BYLAWS FOR
CREEKSIDE AT PLUM GROVE ASSOCIATION**

Table of Contents

	<u>Page</u>
Article I — Definitions	2
1.01 Common Interest Community Act et seq [PA 96-1400].	
1.02 Association or Common Interest Community Association	
1.03 Board.....	
1.04 Board Member.....	
1.05 Board of Directors.....	
1.06 Building.....	
1.07 Common Area	
1.08 Common Expenses	
1.09 Common Interest Community.....	
1.10 Community Instruments.....	
1.11 Declaration	
1.12 Majority.....	
1.13 Management Company or Association Managing Agent.....	
1.14 Meeting of the Board or Board Meeting.....	
1.15 Board Business	
1.16 Nuisance	
1.17 Parcel	
1.18 Person	
1.19 Plat	
1.20 Property.....	
1.21 Purchaser	
1.22 Record.....	
1.23 Reserves	
1.24 Unit.....	
1.25 Unit Owner	
 ARTICLE II — Provisions Relating to the Commons and the Easements	
 ARTICLE III — Provisions Relating to the Residential Units	
 ARTICLE IV – Provisions Relating to the Association	
 ARTICLE V – Provisions Relating to the Board of Directors	
 ARTICLE VI – Provisions Relating to Maintenance and Rebuilding	

ARTICLE VI I– Provisions Relating to Casualty & Insurance

ARTICLE VIII – Provisions relating to Mortgages and Lease Arrangements

ARTICLE IX – Provisions Relating to the Sale and Transfer of Residential Units

ARTICLE X – Provisions Concerning the Obligations of Residential Units

ARTICLE XI – Amendments and Additional Rules

ARTICLE XII -- Miscellaneous

**AMENDED AND RESTATED DECLARATION
OF COVENANTS AND BYLAWS FOR
CREEKSIDE AT PLUM GROVE ASSOCIATION**

THIS AMENDED AND RESTATED DECLARATION is made and entered into for the purposes hereinafter set forth, as of the ____ day of _____, 20____, by the duly elected Board of Directors of the Creekside at Plum Grove Association ("Association").

WHEREAS, the original developer caused to be constructed on the Property known as "Creekside at Plum Grove" in conformity with the planned land unit development ordinance and other ordinances of said City of Rolling Meadows, and maintained, a community (herein sometimes called "Creekside at Plum Grove" or the Association) designed to obtain for the residents thereof the benefits of more effective and attractive land use, proficient management and maintenance of certain areas and other advantages of planned land unit developments, including the retention of the character and overall market value of the community. The original developer submitted said Property to a certain Declaration of Covenants recorded on June 1, 1967 in the office of the Recorder of Deeds of Cook County as document number 20154720.

WHEREAS, Creekside at Plum Grove consists of 109 lots numbered consecutively beginning with the number "1," together with those certain dedicated streets and those certain Class "A" and Class "B" Easements over, upon and under certain portions of said numbered lots for the construction, installation and maintenance of private streets and facilities for the supply of water, electricity and gas, the furnishing of telephone service and the removal of sewage and waste, all as more particularly set forth in and by the subdivision plats of the Property.

WHEREAS, one single family residence was constructed upon each such numbered lot. Hereafter, such single family residences are called "Residences" in accordance with Illinois "Units," and the respective numbered lots upon which said Residences are situated, together with the Residences thereon, are called "Residential Units." Each portion of the Property designated as "Commons" on any subdivision plat referred to above (all such portion or portions being hereinafter called the "Commons") has been conveyed to the Creekside at Plum Grove Association an Illinois general not for profit corporation, hereinafter described (the "Association"), for the benefit of the Residential Owners. All the portions of the Property shown on any plat referred to above to be subject to Class "A" Easements for private streets and for water, sewer, gas, electric or telephone service are called the "Class 'A' Easement," and all the portions of the Property shown on any plat referred to above to be subject to Class "B" Easements for water, sewer, gas, electric or telephone service (but not for private streets) are called the "Class 'B' Easement," and the term "Easements" when appearing without letter designation shall mean and include both the Class "A" Easement and the Class "B" Easement.

The Board of Directors are desirous of updating and revising said Declaration and have thereon obtained the consent of no less than two-thirds of the votes of the Owners of the Residential Units to thereon amend and restate said Declaration herein.

NOW THEREFORE, in order to accomplish the foregoing, this Amended and Restated Declaration hereby makes the covenants, declarations and agreements and creates the restrictions and easements herein set forth:

ARTICLE I

Definitions

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

1.01 Act means the Common Interest Community Act or PA 96-1400

1.02 Association or Common Interest Community Association means the association of an organization of all of the unit owners of the common interest community, acting pursuant to bylaws through the duly elected board of directors.

1.03 Board of Directors means, for a common interest community that has been incorporated as an Illinois not-for-profit corporation, the group of people elected by the unit owners of a common interest community as the governing body to exercise for the unit owners of the common interest community association all powers, duties and authority vested board of directors under the Act and the common interest community association's declaration and by-laws

1.04 Board Member means a member of the duly elected board of directors.

1.05 Board of Directors means the duly elected Board, incorporated as an Illinois not-for-profit corporation, the group of people elected by the unit owners as the governing body to exercise for the unit owners of the association all powers, duties, and authority vested in the board of directors under the declaration and bylaws.

1.06 Building means a structure, attached or unattached, containing one unit.

1.07 Common Area means the portion of the property other than a unit owned by the Association and each owner shall have a right of use.

1.08 Common Expenses means the proposed or actual expenses affecting the property, including reserves, if any, lawfully assessed by the association.

1.09 Common Interest Community means real estate other than a condominium or cooperative with respect to which any person by virtue of his or her

ownership of a partial interest or a unit therein is obligated to pay for the maintenance, improvement, insurance premiums or real estate taxes of common areas described in the declaration which is administered by an association.

1.10 Community Instruments means all documents and authorized amendments thereto recorded by a developer or common interest community association, including, but not limited to, the declaration, bylaws, plat of survey, and rules and regulations.

1.11 Declaration means any duly recorded instruments, however designated, that have created a common interest community and any duly recorded amendments to those instruments.

1.12 Majority or majority of the unit owners means the owners of more than 50% in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of such undivided ownership. Majority or majority of the members of the board of the common interest community association means more than 50% of the total number of persons constituting such board pursuant to the bylaws. Any specified percentage of the members of the common interest community association means that percentage of the total number of persons constituting such board pursuant to the bylaws.

1.13 Management Company or Association Managing Agent means a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for an association for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property.

1.14 Meeting of the Board or Board Meeting means any gathering of a quorum of the members of the board of the Association held for the purpose of conducting board business.

1.15 Board Business means a meeting where a quorum of the board is present pursuant to notice and a vote is conducted and recorded in the minutes.

1.16 Nuisance means any activity or condition deemed by the Board of Directors as contrary to the purpose of the Community or which creates, or is deemed to create, a condition contrary to the purpose of the Community as stated in 4.01.

1.17 Parcel means the lot or lots or tract or tracts of land described in the declaration as part of a common interest community.

1.18 Person means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

1.19 Plat means a plat or plats of survey of the parcel and of all units in the common interest community, which may consist of a three-dimensional horizontal and vertical delineation of all such units, structures, easements, and common areas on the property.

1.20 Property means all the land, property, and space comprising the parcel, all improvements and structures erected, constructed or contained therein or thereon, including any original building, improvements approved by the Board and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, or enjoyment of the unit owners, under the authority or control of the association.

1.21 Purchaser means any person or persons who purchase a unit in a bona fide transaction for value.

1.22 Record means to record in the Office of the Recorder of Deeds of Cook County.

1.23 Reserves means those sums paid by unit owners which are separately maintained by the association for purposes specified by the declaration and bylaws.

1.24 Unit means a part of the property designed and intended for any type of independent use as a dwelling or residence.

1.25 Unit Owner means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit. For purposes of voting, a Unit Owner does not include a mortgage holder of a unit held in foreclosure.

ARTICLE II

Provisions Relating to the Commons and the Easements

2.01 Any property designated as Commons and all the property designated as Easements shall be and remain subject to the respective covenants, agreements, easements and restrictions set forth in this Amended and Restated Declaration, as herein set forth and as hereafter adopted, granted, amended, modified or revoked from time to time in accordance with the provisions of this Amended and Restated Declaration.

2.02 Any property designated as Commons shall be held and maintained for the use and benefit of the Owners of the Residential Units and their guests and invitees, including, without limitation, the right of ingress and egress over, upon and across such driveways and private streets and paths as shall be in or upon the Commons from time to time and not for the use or benefit of the public generally.

2.03 There shall be upon the Class "A" Easement such driveways, private streets and paths as shall be necessary, together with the dedicated streets within the Property, to provide ingress and egress to and from the Residential Units for the use and benefit of the Owners of the Residential Units and their guests and invitees, and also such other private streets and paths and spaces for the parking of motor vehicles as the Association shall from time to time determine and as shall be in compliance with such governmental laws, ordinances and regulations as shall be applicable from time to time.

2.04 There may be upon any Commons fences of such design and such trees, shrubs and other landscaping as the Association shall determine from time to time and as shall be in conformity with all applicable governmental laws, ordinances and regulations. There may also be upon any Commons benches, spaces for parking of motor vehicles, such facilities for the housing of tools, vehicles and equipment, and such other structures and facilities as shall be reasonably necessary for the carrying out of the duties imposed upon the Association hereunder, or as the Association may determine to erect from time to time.

2.05 Except as herein provided for, there shall be no structures or enclosures above the ground of any Commons or the Easements and no public, commercial or business use of any kind shall be permitted therein. A resident may operate a business within the residential unit so long as it is not deemed a nuisance by the Board of Directors.

2.06 It is expressly and irrevocably stipulated and agreed that, notwithstanding any other term or provision hereof, no vehicles shall be parked or left standing unattended at any time upon any of the private streets upon the Class "A" Easement or any Commons, or operated upon any of said private streets in any manner violative of any law or ordinance which would be applicable if said private streets were public streets, unless and then only so long as express permission by ordinance or otherwise shall be given by the City of Rolling Meadows; and that said City of Rolling Meadows shall have, and is hereby granted, all the rights to enact and enforce the provisions of this Section, both by imposition of fines and other penalties and by removal of violating vehicles as said City would at the time have if said private streets were public streets within the jurisdiction of said City. Moreover, it is expressly recognized that said City has, in reliance upon this Section, accepted the aforesaid Plats of the Property and has agreed to permit the private streets to be constructed to be of less than full standard width and it is, accordingly, expressly agreed that the provisions of this Section may not be altered, amended or revoked without the consent of said City thereto. Further, parking of any private vehicle upon the private streets shall not interfere with utility, emergency or other public vehicles rendering service to the Association.**07**An irrevocable license and easement is hereby granted to said City of Rolling Meadows to go upon the Easements and any Commons at any time and from time to time for the purpose of maintenance and repair of water, sewage and any other facilities under the control of said City or which said City shall deem to require maintenance or repair, for

the purpose of keeping the private streets and paths thereon open at all times for the passage of fire, police and other emergency vehicles, personnel and equipment, including in this connection but without being limited thereto, the removal of snow and other obstructions from said streets and paths and for the purpose of the exercise or enforcement of any of the rights or privileges granted to said City herein. Nothing herein contained shall require said City to do any of the things herein authorized to it to do, or to excuse the Association from any of its obligations with respect thereto, but said City is hereby granted the right to make such charges for the performance of any such action as it shall deem appropriate, which charges shall be a lien upon the Property until paid; provided, however, that such lien shall be subordinate and inferior to the lien of any prior mortgage upon the Property securing a loan made by any financial institution regularly engaged in the business of making first mortgage loans upon real estate situated in Cook County, Illinois.

2.08 The right is reserved to the Association to make and grant, in addition to those shown on said Plats or otherwise in force, such conveyances of and such easements and rights over, upon and under the Easements and any Commons or any part thereof for the construction and maintenance of facilities for the supply of water, electricity and gas, the furnishing of telephone, television and internet service and the removal of sewage and waste and other utilities, as shall be necessary or appropriate in order to provide said service to all the Residential Units and the Owners from time to time thereof. Further, the right is reserved to the Association to make and grant such conveyances of and such easements and rights over, upon and under the Class "A" Easement and any Commons as shall be necessary or appropriate in order to more fully establish and maintain the rights of ingress and egress.

2.09 The Easements and any Commons and the use thereof shall be subject to such additional rules and regulations as shall be in full force and effect from time to time by reason of action taken by the Association.

ARTICLE III

Provisions Relating to the Residential Units

3.01 From and after the completion of the construction of each respective Residence and the delivery thereof to the initial Residential Owner thereof, there shall be no structural changes or additions to the Residential Unit and no fences shall be installed thereon except as shall be permitted by the rules and regulations adopted by the Association from time to time, and no trees shall be removed from any Residential lot without the prior written approval and conditions of the Association. The Association shall have the right to remove any trees situated upon the Easements in such way as to interfere with any of the easements herein described.

3.02 There shall be no change in any exterior color of any Residence from the color scheme then in effect throughout the Property, except in connection with a general

change in such color scheme under the direction or with the approval of the Association or upon obtaining the prior written consent of the Board of Directors. Moreover, the Board, in reviewing owner requests for design changes and additions, shall maintain the architectural integrity of the Community.

3.03 No signs shall be placed upon or about any Residential Unit (other than designations, in such styles and materials as the Association shall by regulation approve, of street addresses and names of Owners) except that Owners desiring to offer Residential Units for sale shall have the right to place upon the Residential Unit concerned such "for sale" signs subject to size and frequency as the Association may approve. Moreover, such signs intended to promote voter participation and/or a candidate for public office shall be permitted on private property so long as their duration does not exceed a total of sixty(60) days surrounding each designated election day. Further, seasonal decorations shall be removed from a residence's façade within thirty(30) days from the end of the individual holiday

3.04 No domestic or other animals of any kind shall be kept or maintained within any Residential Unit, except for such birds, dogs, cats and other household pets as may be permitted by regulations adopted by the Association from time to time and subject to City ordinance. It is hereby expressly understood that the Association shall have power to entirely prohibit the keeping or maintenance of any or all of such pets deemed as a nuisance, in the event of a violation.

3.05 Laundry, bedding and the like shall not be hung out to dry, except temporarily upon damage to the residential unit or as an exception. No antennas or similar equipment shall be erected which are visible from the front curb of the Residential Unit.

3.06 No energy generating equipment or devices may be installed without receipt of permits from applicable governmental bodies nor without the review and permission of the Association nor in a location visible from the front curb of the residential unit or from Creekside or Crestwood Drives.

3.07 There shall be no changes in the grading of any Residential Unit established at the completion of the construction of the dwelling thereon nor shall the established pattern of drainage of surface waters from any Residential Unit thereafter be altered by any means, without the written approval of the Association first obtained, it being expressly understood that the grading and drainage pattern of each Residential Unit will, or may have been, established pursuant to a coordinated grading and drainage plan of the entire Property.

3.08 Each Residential Unit is hereby declared by and through the Board of Directors to be subject to an easement and right to and in favor of the Association and each and all of its employees, agents and instrumentalities to go upon such Residential Unit for reasonable inspection thereof from time to time and for the purpose of carrying

out any and all of the obligations and functions as are herein imposed upon or permitted to the Association.

3.09 Subject to all applicable laws, ordinances and regulations the Association may plant or construct or allow to be planted or constructed from time to time be at or near the perimeter of the Property trees, shrubs and other landscaping, and fences partially or entirely enclosing the Property except for such gates and other openings as shall be appropriate. Without limitation of any other provision hereof, all those parts of the Residential Units lying within ten (10) feet of the perimeter of the Property are hereby declared to be subject to an easement for the-installation and maintenance of such fences, gates, other openings and landscaping.

3.10 The Residential Units and the use and maintenance thereof shall be subject to such additional rules and regulations as shall be in force from time to time by reason of action taken by the Association pursuant to Article XI hereof, it being expressly agreed that, without limitation, the Association shall have power by rule or regulation to prescribe standards of upkeep and maintenance of the respective Residential Units and to require the respective Residential Owner to comply therewith.

3.11 The Owner of each Residential Unit shall grant from time to time such easements and rights with respect thereto as may be reasonably necessary in connection with the supply of any of the utilities described hereof to any part of the Property.

ARTICLE IV

Association

4.01 The Creekside at Plum Grove Association has been incorporated as an Illinois General Not-for-Profit corporation and is organized and operating for the purpose of maintaining and promoting the character and the market value of the Community and administering and maintaining the common areas at the property commonly known as "Creekside at Plum Grove" and subject to the Common Interest Community Act et seq [PA 96-1400].

4.02 The Association shall have one class of membership. The Owner or Owners of each Residential Unit shall be a member of the Association, and shall be entitled to cast upon all matters upon which the members shall be entitled to vote, one vote for each Residential Unit, regardless of the number of persons or entities who shall share in the title to or be beneficially interested in such Residential Unit. Upon sale or other transfer of any ownership interest in any Residential Unit, the ownership of membership in the Association and the said power to vote shall be deemed for all purposes as having been transferred to the person or other entity having acquired such ownership interest in proportion thereto.

4.03 No owner of any interest in any Residential Unit shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.

4.04 The purpose of the Association shall be to perform through its duly elected Board of Directors all the functions provided in this Declaration and Bylaws to be performed by the Association and the Association shall have and possess all such powers as shall be necessary or appropriate for the accomplishment thereof.

4.05 The Association shall have a Board of not less than five Directors who shall be elected in such manner and at such intervals as the Articles of Incorporation and by-laws of the Association shall provide from time to time. The Bylaws shall be consistent with the Illinois Common Interest Community Act

4.06 The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board of Directors and who shall manage and conduct the affairs of the Association under the direction of the Board of Directors. All officers shall be directors and all directors must be owners.

4.07 Except as expressly otherwise provided by the charter or by-laws of the Association or this Declaration, or as otherwise required by law, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise, and the power to amend said by-laws, shall be vested in its Board of Directors from time to time and its officers under the direction of said Board, and shall not be subject to any requirement of approval on the part of its members. The corporate charter and by-laws of the Association shall include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

4.08 The making of changes or amendments in this Declaration or in the easements, restrictions and rights herein set forth, and the amendment modification and revocation thereof, all pursuant to the powers so to do granted or reserved to the Association in and by this Declaration, shall be done by the Association only upon recommendation of its Board of Directors with the approval by affirmative vote of members entitled to vote not less than two-thirds (2/3) of all the votes which the members of the Association shall then be entitled to vote.

4.09 The Association shall obtain such funds as it shall require from time to time by assessment upon the owners of all of the Residential Units. The amount of such assessments shall be determined not less frequently than annually by the Board of Directors of the Association, who shall notify the members thereof of the imposition thereof or of any change in the amount thereof, as the case may be, not less than 30 days before such action shall become effective. All assessments shall be levied equally upon the owners of each such Residential Unit and shall be paid in such increments as to be determined by the Board. The amounts assessed may include provision for such reserves for future expenditures as the Board of Directors shall deem appropriate.

4.10 In addition to the funds collected, the Association shall receive and utilize for any proper purpose such additional contributions as may be made to it by the Residential Owners.

4.11 To the extent necessary to provide for expenditures for which the requisite funds shall not have been provided by such assessments, the Association shall have power to borrow monies from such sources and upon such terms and conditions and with such security as the Board of Directors shall determine, provided, however, that no property owned by the Association shall be encumbered to secure such borrowing without the affirmative vote of members entitled to vote not less than two-thirds (2/3) of all the votes which the members of the Association shall then be entitled to vote.

4.12 The Association shall not distribute to its members any sums in the nature of dividends upon its shares.

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

4.14 Upon dissolution of the Association, its assets shall be dedicated or distributed to an appropriate public agency or other non-profit organization to be devoted to uses and purposes corresponding as nearly as practicable to those set forth in this Declaration or in said Corporate Charter.

ARTICLE V

Board of Directors

5.01 Board of Directors

- a. There shall be a Board of Directors consisting of no less than seven members elected from among the Association's members. The terms, offices and duties shall be elucidated in the By-Laws of the Association in keeping with the requirements of the Act

b. The members of the Board shall serve without compensation, unless approved by a majority of the owners.

c. No member of the Board or officer shall be elected for a term of more than 3 years, but officers and board members may succeed themselves.

d. If no election is held to elect board members within the time period specified in the bylaws, or within a reasonable amount of time thereafter not to exceed 90 days, then 20% of the unit owners may bring an action to compel compliance with the election requirements specified in the bylaws. If the court finds that an election was not held to elect members of the board within the required period due to the bad faith acts or omissions of the Board of managers or the board of directors, the unit owners shall be entitled to recover their reasonable attorneys' fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this subsection (f) does not apply.

e. Where there is more than one owner of a unit, if only one of the multiple owners is present at a meeting of the Association, he or she is entitled to cast all the votes allocated to that unit. A unit owner may vote:

(1) by proxy executed in writing by the unit owner or by his or her authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the community instruments or the written proxy itself provide otherwise, proxies will not be valid for more than 11 months after the date of its execution;

ARTICLE VI

Maintenance and Rebuilding

6.01 The Association shall determine and carry out or cause to be performed all maintenance, improvements and repair of any Common Area and all the private streets, foot paths, landscaping, facilities for the supply of water, gas, electricity, removal of sewage and other utilities situated in the Easements or any Common Areas and other improvements and shall cause all private streets and facilities to be maintained and repaired in compliance with all such governmental standards that would be applicable if said private streets were public streets and said facilities were located therein. It is expressly stipulated and agreed that said private streets shall be kept free of snow and other obstructions so as to be open for the passage of fire, police and other emergency vehicles, personnel and equipment at all times, and that the Residential Owners shall be obligated and responsible therefore in any case in which the Association shall fail so to do.

6.02 The Association may engage the services of a manager, a managing company or a managing agent.

6.03 The Board of Directors may seek relief from the levy of assessment of any real estate taxes, assessments or charges upon the Common Areas or the units upon a 2/3 majority vote of the Board of Directors.

6.04 The Association shall have power (but shall not be required hereby) to install, alter and remove perimeter fences, gates, openings and landscaping as provided for, of such design as the Association shall determine. However, so long as such perimeter fences, gates, openings and landscaping shall exist, whether installed by the Association or as part of the original construction of the improvements upon the Property, the Association shall carry out or cause to be performed all maintenance and repair thereof. However, the cost of such repair or maintenance resulting from the actions of an adjacent unit owner or lessee shall be born by the unit owner.

6.05 The Association shall have power (but shall not be required hereby) to provide for such guards and other attendants and services for the protection and benefit of the Property and its inhabitants generally as the Board of Directors may determine from time to time to do.

6.06 The Association shall also carry out or cause to be performed or provided in or about the Property all such additional functions in the nature of maintenance, improvements, repairs and services and recreational and other facilities for the use and benefit of the Property and its inhabitants as shall be determined by its Board of Directors from time to time; and in the case of such recreational and other functions which said Board of Directors may determine as are not provided for here, the Board of Directors shall also have power to impose upon the individuals actually using or benefiting therefrom such additional charges for the use thereof as said Board of Directors shall from time to time deem appropriate.

6.07 To the extent that the use of separate lines or meters therefor shall be impractical or uneconomic, the Association shall have the right to draw water, gas and electricity from individual Residential Units as required for the efficient performance of its duties hereunder, upon making such equitable arrangements as its Board of Directors shall determine to adjust for any unequal distribution among all the Residential Owners of the cost thereof.

6.08 If there shall be from time to time other communities similar to and compatible with Creekside at Plum Grove situated within the corporate limits of the City of Rolling Meadows and conveniently near to Creekside at Plum Grove, then, the Association may elect to provide any service, work, structure or facility which the Association is required or authorized herein to provide, jointly or in common with such other community or communities, including (without limitation) joint participation in facilities situated upon the "Commons" of either Creekside at Plum Grove or such

community or communities, or elsewhere, pursuant to such contractual and other arrangements as the Board of Directors of the Association shall deem appropriate.

ARTICLE VII

Casualty and Insurance

7.01 So that the character of Creekside at Plum Grove shall not be altered as a consequence of loss or damage resulting from casualty, without the concurrence of the proportion of the members of the Association set forth below, in the event that any Residence shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the owner or owners thereof shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as reasonably possible, not to exceed twenty-four(24) months, to the condition as near as possible to, but in any event not less good than, the condition in which such property was immediately prior to such damage or destruction, subject only to the right of the Association (which right is hereby granted to the Association) to authorize and direct such different action as shall be recommended by the Board of Directors and approved by the affirmative vote of members entitled to vote not less than two-thirds (2/3) of all the votes which the members shall then be entitled to vote.

7.02 To assure the prompt repair, restoration or rebuilding of any Residence damaged or destroyed by fire or other casualty, the Association shall have power to obtain on behalf of the Residential Owners or require each Residential Owner to maintain in force from time to time insurance covering the Residential Unit owned by him, consisting of, or providing all the protections afforded by, at least the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to 100% of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation. All such insurance shall be issued by companies reasonably acceptable to the Association and upon demand the Board of Directors may require written proof thereof.

7.03 In order to assure the expeditious and correct completion of the work concerned, the Association shall have power (but shall not be required hereby) to exercise such supervision and direction, if any, as the Board of Directors of the Association shall deem appropriate over any or all repair, restoration or rebuilding carried out pursuant to the provisions of this Article V, and the owner of each Residential Unit which shall have been damaged or destroyed shall fully cooperate with, and abide by any and all instructions and directions of the Association in connection therewith.

7.04 Each Residential Owner shall maintain in force such insurance protecting the Association from loss, damage, expense or liability resulting directly or indirectly from any act or omission of such Residential Owner or any employee, agent, representative, guest or invitee of such Residential Owner' as the Association shall by

rule or regulation require from time to time and will be supplied annually to the Board; provided, however, that no such rule or regulation shall require the obtaining of any insurance of any type not then issued by responsible insurance companies regularly doing business in the State of Illinois.

7.05 The Association shall have power (but shall not be required hereby) to obtain and maintain such insurance as its Board of Directors shall from time to time deem prudent with respect to damage to or destruction of the Commons, or to or of any of the improvements thereon, or to or of any other tangible or intangible assets for which the Association may have responsibility from time to time, from any cause; and may also obtain such liability and other kinds of insurance protection against such other matters or happenings as its Board of Directors shall from time to time deem prudent.

7.06 The Association and its officers, directors, employees, agents and representatives shall have no liability to any Residential Owner for damage to or loss of either the Residential Unit of such Owner or any personal property of said Owner. Each insurer of any of said Owner's interest in said Residential Unit or personal property shall be bound by the provisions of this Section 5.06 and shall, by appropriate provision in each policy of insurance concerned, waive all its rights of subrogation against the Association and its officers, directors, employees, agents and representatives.

7.07 Whenever the Association shall not be satisfied that any insurance required pursuant to this Article V to be maintained by any Residential Owner is in force, or if about to expire will be renewed prior to expiration, the Association shall have the right (but shall not be required) to proceed to obtain such insurance or such lesser coverage as it may deem advisable, and the cost thereof shall be due from the owner of the Residential Unit so insured to the Association forthwith upon demand.

7.08 Upon notice and offering a right to a hearing, the Board of Directors may charge all or a portion of any deductible incurred by the Association in a casualty loss to the Unit Owner or Owners who are determined to be the direct cause of the loss.

ARTICLE VIII

Mortgages and lease arrangements

8.01 Each Residential Owner shall have, and is hereby granted, the right to place from time to time upon the Residential Unit owned by him first mortgages securing loans made to him or for his benefit by any financial institutions or individuals.

8.02 For all the purposes of this Declaration, the term "mortgage" shall mean and include mortgages, trust deeds and all other documents in the nature of mortgages.

8.03 A residential owner shall have the right to lease such unit. Such lease and the identity of the lessee shall be transmitted to the Board along with current contact information for the owner. Such lease agreement shall be in accordance with all laws and regulations and shall include therein a copy of the Association's Rules, updated from time to time, but shall not provide for sublets. Unless deemed the Agent of the owner with all rights thereto, the lessee shall not represent the owner in any action requiring the vote or participation of the owner.

ARTICLE IX

Sale or other Transfer of Residential Units

9.01 Each Residential Owner shall have, and is hereby granted, the right to make transfers without valuable consideration of the Residential Unit owned by him, or of any interest therein, to and among the members of his immediate family and to or among a trust or trusts for the benefit of himself or for the benefit of members of his immediate family, either during his lifetime or by will, free of restriction and without compliance with any of the terms or provisions of this Article VIII.

9.02 Record title to any Residential Unit may be held from time to time in the name of one or more trustees acting under a trust agreement pursuant to which all powers of management, operation and control of the Property held by such trustees remains in the trust beneficiaries or their agents; but all of the property held in any such trust, and all the beneficiaries of any such trust, shall be and remain personally liable for the performance thereof.

ARTICLE X

Concerning Obligations of Residential Owners

10.01 Notwithstanding anything to the contrary in this Declaration contained, if the Association shall incur any cost or expense for or on account of any failure on the part of such Residential Owner to keep up and maintain his Residential Unit in full accordance with any standards established by the Association from time to time, without regard to whether such failure be wrongful or negligent, or for or on account of any other item of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission of any Residential Owner, such cost or expense shall not be borne by the Association but by such Residential Owner, and if paid out by the Association shall be paid or reimbursed to the Association by such Owner forthwith upon the Association's demand and said amount shall constitute a lien upon said property until satisfied.

10.02 All assessments are due and payable on the day designated by the Board of Directors which may levy a reasonable late charge on any assessments unpaid past the due date.

10.03 Any sum due to be paid by any Residential Owner to the Association which shall not be paid when due shall bear interest at a legally permissible rate until paid. If any such sum shall not be paid when due, the Association shall have the right upon not less than 30 days notice to such Residential Owner, to collect such sum by suit at law or an action in Forcible Entry and Detainer and all other legal means and to add to such sum and collect reasonable attorney's fees and all other expenses incurred by the Association in connection therewith. Said unpaid amount shall constitute a lien upon the property until satisfied.

10.04 The obligation of each Residential Owner to pay all sums assessed or imposed upon him to pay pursuant to this Declaration and to keep, observe and perform all the terms and provisions of this Declaration to be kept, observed and performed by him shall be a continuing lien upon the Residential Unit owned by such Residential Owner, subject only to the lien of such mortgages as may be placed upon such Residential Unit as authorized by Article VII hereof and to any lien in favor of the City of Rolling Meadows arising under Section 1.07 hereof, and said lien may be enforced by the Association in all respects as though secured by a recorded mortgage in the form provided by the statutes of Illinois.

10.05 The Association shall have, and is hereby given power, to require full payment of all sums then due to it from any Residential Owner as a condition precedent to the transfer of any interest in the Residential Unit owned by such Residential Owner.

10.06 By reason of the nature of the planned community herein contemplated, any violation on the part of a Residential Owner of any of the terms and conditions of this Declaration to be kept, observed or performed by him or of any of the rules or regulations adopted by the Association pursuant to the authority herein granted to it so to do, will or is likely to result in damages which are irreparable or impossible of ascertainment. Therefore, the Association shall have, and is hereby granted, the right to prevent any such threatened violation on the part of any Residential Owner, or the further continuation of any such violation, as the case may be, by means of injunctive proceedings, as well as by restricting or entirely suspending, for such period or periods as the Board of Directors of the Association may from time to time determine, the use by the offending person of any facility or service the privilege of which use has been abused.

10.07 The various rights and remedies herein granted to the Association shall be in addition to all other rights and remedies which may be available and in addition to each other. All the rights and remedies available to the Association may be exercised either concurrently or consecutively, or partly concurrently and partly consecutively, as the Association may from time to time elect, and as often as the Association may elect.

10.08 The failure of the Association to seek redress for any violation, or to enforce any term or provision of this Declaration or of any rule or regulation issued hereunder or pursuant hereto shall never be deemed a waiver of any such right of redress or enforcement, either as to any subsequent violation of a similar or other nature or as to any further continuation of any violation.

ARTICLE XI

Amendments and Additional Rules

11.01 The Association shall have, and is hereby granted, the power to amend, modify and otherwise alter this Declaration and each and all of the terms and provisions hereof and each and all of the rules, covenants, easements, agreements and restrictions herein contained, at any time and from time to time by action recommended by its Board of Directors and approved by the affirmative vote of any proportion of its members herein stipulated, subject to the limitation that such action shall not cause the Property or any part thereof to be in non-compliance with any zoning ordinance or other applicable law or governmental regulation; but no approval on the part of members of the Association shall be requisite in the case of an amendment, modification or alteration adopted pursuant to Section 9.06 hereof.

11.02 Any amendment, modification or alteration of this Declaration or any term or provision hereof or of any of the covenants, easements, agreements and restrictions herein contained pursuant to Sections 9.06 or 11.01 hereof shall be evidenced by an appropriate written instrument issued by the Association and shall become and be effective as of such date as shall be designated in such instrument, but not earlier than the date upon which such instrument shall be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois.

11.03 The Association shall have, and is hereby granted, the power to adopt, amend, modify, otherwise alter and enforce additional covenants bearing upon the use and the manner of occupancy and maintenance of the Property, including either or both the Commons and the Residential Units, or any part thereof, at any time and from time to time by action recommended by its Board of Directors, subject only to the limitations that any such action bearing upon Residential Units shall be applied uniformly to all the Residential Units, and that such action shall not cause the Property or any part thereof to be in non-compliance with any zoning ordinance or other applicable governmental law or regulation.

11.04 Any additional rules or regulations adopted by the Association pursuant to the authority granted to it in Section 10.03 hereof and any amendment or modification shall be evidenced by an appropriate written instrument issued by the Association and shall become and be effective as of such date as shall be designated in such instrument, but not earlier than the date upon which such instrument shall be filed for record in the office of the Recorder of Deeds of Cook County, Illinois, if such recording

shall be elected, and otherwise shall be effective as to each Residential Owner not earlier than the date upon which a full, true and complete copy of such instrument shall be transmitted to him in the manner herein provided for the service of notice upon him.

11.05 Whenever the Association shall cause any instrument to be placed of record in order to render effective any action taken pursuant to Sections 11.01 or 11.03 hereof, it shall be the duty of the Association to transmit a full, true and complete copy of such instrument to each then Residential Owner promptly; provided, however, that failure so to do shall not invalidate or delay the effective date of any action effectuated by such instrument.

11.06 The Board of Directors shall have the authority to adopt rules and regulations for the operation, administration and maintenance of the property.

ARTICLE XII

Miscellaneous

12.01 If any part of the Property shall be taken through condemnation by any governmental authority having power so to do and the effect of such condemnation shall be to isolate any part of the Property from the remainder of the Property, and if no dwelling units shall then have been constructed or be upon any of the Residential Units situated within the portion of the Property so isolated ; then all the Residential Units lying wholly or partly within the portion of the Property so isolated and any Commons lying within the portion of the Property so isolated shall be deemed to have been and shall be removed from and released from all of the terms and provisions of this Declaration and this Declaration shall be of no further force or effect with respect thereto. For all the purposes of this Section 12.01, the term "condemnation" shall include also any sale under threat of condemnation to any governmental authority having condemnation power.[Talk to atty. Also, what happens when condemnation is recalled? What if abode is condemned and lies vacant, is it removed from the Association; and what if thereafter made habitable?]

12.02 Notices - Any notice to be given hereunder shall be deemed conclusively to have been given to the following recipients in the following manners respectively: (a) in the case of a Residential Owner, if delivered personally to him or to a member of his household of the age of more than 15 years, when placed in the United States mail, first class and registered postage fully prepaid, addressed to him at his most recent address as shown on the records of the Association or when electronic communication is shown to have been received. (b) in the case of the Association, upon delivery to its president, its secretary, or its registered agent in person or when placed in the United States mail, first class and registered postage fully prepaid, addressed to the Association in care of its then Registered Agent at its then Registered Office.

12.03 If any term, provision, covenant, easement, agreement or condition contained in this Declaration, or any rule or regulation issued hereunder, shall be or be held to be invalid, the remainder of this Declaration and the remainder of such rules and regulations shall not be invalidated or terminated thereby but shall remain in full force and effect to all intents and purposes as though such invalid term, provision, covenant, easement, agreement, condition, rule or regulation had never been.

12.04 All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon each subsequent holder of any interest in any of the Property to the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof.

12.05 Throughout this Declaration the phrase "owner of a Residential Unit" includes but is not restricted to "Residential Owners" as defined in the introductory portion hereof. A lessee shall not be empowered to represent a residential owner.

12.06 The divisions of this Declaration into Articles, and the Article and Section numbers and headings, are for convenience only, and the validity and enforceability of any portion of this Declaration shall never be affected or called into question by reason of the position thereof in this Declaration or the captions or Article headings pertaining thereto.

12.07 Errors and Omissions.

a. If there is an omission or error in the declaration or other instrument of the Association, the Association may correct the error or omission by an amendment to the declaration or other instrument, as may be required to conform it to this Act, to any other applicable statute, or to the declaration. The amendment shall be adopted by vote of two-thirds of the members of the Board of Directors or by a majority vote of the unit owners at a meeting called for that purpose, unless the Act or the declaration of the Association specifically provides for greater percentages or different procedures.

b. If a scrivener's error in the declaration or other instrument is corrected by a vote of two-thirds of the members of the Board pursuant to the authority established in subsection (a), the Board, upon written petition by unit owners with 20% of the votes of the Association received within 30 days of the Board action, shall call a meeting of the unit owners within 30 days of the filing of the petition to consider the Board action. Unless a majority of the votes of the unit owners of the Association are cast at the meeting to reject the action, it is ratified whether or not a quorum is present.

12.08 If at any time or times the Board of Directors of the Association shall deem it necessary or advisable to re-record or refile this Declaration or any part hereof in the

offices of the Recorder of Deeds of Cook County, Illinois, in order to avoid the expiration hereof or of any of the covenants, easements, agreements or other provisions herein contained under any of the provisions of Chapter 83 of the Illinois Revised Statutes presently in force commonly known as the Marketable Title Act, or any other law or statute of similar purport, they shall submit the matter to a meeting of the members of the Association called upon not less than ten (10) days notice, and unless at such meeting at least two-thirds (2/3) of the votes which the members shall then be entitled to cast shall be voted against such rerecording or refiling, the Association shall have, and is hereby granted, power to so record and/or refile this Declaration or such part thereof, and such re-recording and/or refiling shall be binding upon all the owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of said owners and such re-recorded or refiled document executed and acknowledged by each of them.

12.08 If and to the extent that any of the terms, provisions, options, privileges, covenants or rights created by this Declaration (hereinafter called "Provisions") would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such Provisions may be valid, then the Provision concerned shall continue and endure only until the expiration of the period of twenty-one years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Barack H. Obama, President of the United States.

THIS AMENDED AND RESTATED DECLARATION is executed by the Board of Directors of the Creekside at Plum Grove Association.

CREEKSIDE AT PLUM GROVE ASSOCIATION

By: _____ (President)

Attest: _____ (Secretary)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of Creekside at Plum Grove Association established by the aforesaid Declaration. By our signatures below, we hereby approve of and consent to this Amended and Restated Declaration pursuant to Section 1-60 of the Illinois Common Interest Community Association Act. In witness, whereof we have cast our votes and signed this document in favor of this Amended and Restated Declaration at a duly called meeting of the Board of Directors of Creekside at Plum Grove Association.

Eugene D. Fleischman
[Signature]
[Signature]
[Signature]
[Signature]

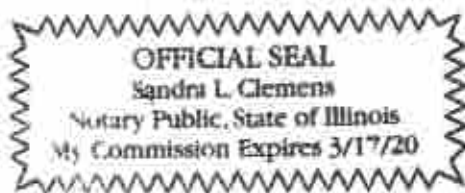
Board of Directors of Creekside at Plum Grove Association

ATTEST:

[Signature]
Secretary

SUBSCRIBED AND SWORN to before me
this 24 day of January, 2017.

[Signature]
Notary Public



For Use by the Recorder's Office Only

**AMENDED AND RESTATED DECLARATION OF
COVENANTS AND BYLAWS FOR
CREEKSIDE AT PLUM GROVE ASSOCIATION**

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

JORDAN I. SHIFRIN
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 — (847) 537-0500

CERE00(00100)8829321