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PHYLLIS K. WALTERS  
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2012R0022852

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Being the 2<sup>nd</sup> Re-recorded due to scrivener's error on Exhibit A of the Second Amended and Restated Declaration of Covenants, Conditions and Restriction for Boulder Ridge Property Association, Document Number 2012R0013396, in which the legal description and PIN's were incorrect.

# SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BOULDER RIDGE PROPERTY ASSOCIATION

After recording to be returned to:

MT

prepared by:  
**KERRY T. BARTELL, ESQ.**  
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PHYLIS K. WALTERS  
RECORDER-MCHENRY COUNTY, IL

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Being the 1<sup>st</sup> Re-recorded due to scrivener's error on Exhibit A of the Second Amended and Restated Declaration of Covenants, Conditions and Restriction for Boulder Ridge Property Association, Document Number 2012R0013396, in which the legal description and PIN's were incorrect.

## SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BOULDER RIDGE PROPERTY ASSOCIATION

# COPY

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After recording to be returned to:  
*and prepared BY:*

**KERRY T. BARTELL, ESQ.**

Kovitz Shifrin Nesbit

750 Lake Cook Road, Suite 350

Buffalo Grove, IL 60089 - 847/537-0500

MT

*DA*

2012R0019587  
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**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
BOULDER RIDGE PROPERTY ASSOCIATION**

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**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
BOULDER RIDGE PROPERTY ASSOCIATION**

**List of Exhibits**

Exhibit A - Original Boulder Ridge

Fairway Homes Property

Estate Homes Property

Country Club Property

Boulder Ridge

Exhibit B - By-laws

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
BOULDER RIDGE PROPERTY ASSOCIATION**

THIS **SECOND AMENDED AND RESTATED DECLARATION** (the "Declaration") is made this 14 day of MARCH, 2012. The Board of Directors of the Boulder Ridge Property Association pursuant to Section 18.5 of the Illinois Condominium Property Act.

**W I T N E S S E T H:**

**WHEREAS**, the Declaration of Covenants, Conditions, and Restrictions for Boulder Ridge Property made and executed by Harris Bank Barrington, N.A., not personally, but as Trustee under Trust No. 11-3439, 11-3772, 11-3859 and 11-3919 was recorded on October 26, 1989 Document No. 89R036197 in McHenry County, Illinois, (hereinafter referred to as the "Original Declaration") against the real estate legally described on Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, an Amended and Restated Declaration was recorded against the Property on September 1, 1991 as Document Number 91R035096 ("First Amended and Restated Declaration"); and

**WHEREAS**, since the recording of the Original Declaration and the First Amended and Restated Declaration certain laws have been enacted rendering the Declarations inapplicable in certain important respects; and

**WHEREAS**, in consideration of the above Recitals, the Board of Directors hereto declare that Boulder Ridge shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Easements") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the subject property. These easements, covenants, restrictions and conditions shall run with the land as part of a general plan of development and shall be binding upon all parties having or acquiring any right, title or interest in Boulder Ridge, or any party hereof, and shall inure to the benefit of each Owner (as hereinafter defined) thereof, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

**WHEREAS**, Section 18.5(h)(1) of the Act provides a procedure for amending the Declaration to correct omissions and other errors in the Declaration; and

**WHEREAS**, this Amended and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of the Association at a duly called meeting held MARCH 14, 2012; and

**WHEREAS**, the Board of the Association has given written notice of its action to all unit owners according to the procedures set forth in the Act; and

**WHEREAS**, the requisite number of unit owners failed to submit a written petition, and/or the requisite number of Board members of the underlying associations failed to provide written resolutions, to the Board of the Association within thirty (30) days of the Board's action, as provided by Section 18.5(h)(3) of the Act;

**NOW, THEREFORE**, the First Amended and Restated Declaration of Boulder Ridge Property Association is hereby restated as follows:

## **ARTICLE I**

### **Termination of Obligations Under Former Declaration**

The parties hereto hereby declare that, in consideration of the foregoing premises and in order to adequately reflect the existing obligations of the parties hereto, all of which shall be contained in this Declaration, the parties hereto agree that the Former Declaration and the First Amended and Restated Declaration are hereby amended and restated in their entirety by this Declaration and that the respective parties to the Former Declaration and the First Amended and Restated Declaration are hereby released from any and all obligations or liabilities contained in the Former Declaration and the First Amended and Restated Declaration and the Declarations upon the recordation of this Amended and Restated Declaration are null and void and of no further force or effect.

## **ARTICLE II**

### **Definitions**

1. "Association" shall mean and refer to the Boulder Ridge Property Owners' Association, Inc., an Illinois not-for-profit corporation, and its successors and assigns, f/k/a Boulder Ridge Country Club Property Owners Association, as amended in the Articles of Incorporation on March 1, 2001.

2. "Association Expenses" shall mean and refer to expenses (including but not limited to all wages and other personnel expenses, utilities, supplies, real estate taxes, if any, insurance premiums, administrative costs, landscaping and snow removal and all other costs) of operation, maintenance, repair, replacement, alteration or improvement of the Community Areas, and any expenses designated as Association Expenses by this Declaration.

3. "Board" shall mean and refer to the board of directors for the Association as established pursuant to the By-Laws for the Association.

4. "Boulder Ridge" shall mean and refer to the entire residential community and all property subjected to the terms of this Declaration as described on Exhibit A including the Dwelling Units comprising the Fairway Homes Association, the Estate Homes Property and the Country Club Property.

5. "By-Laws" shall mean and refer to the By-Laws for the Association as attached hereto as Exhibit B, as they may be amended from time to time in accordance with the terms thereof.

6. "Community Areas" shall mean and refer to that certain private roadway known as Boulder Drive, the main spine road through Boulder Ridge, and those additional roads known as Ridge Lane, Ridge Court, Sandstone Court, Cobblestone Court, Mason Lane, Granite Court and Marble Court, all of which service Boulder Ridge, as well as any improvements located thereon or therein, including, without limitation, entranceways, entrance monuments, curbs and gatehouses. Legal title to the Community Areas shall be held by the Association for the common use, enjoyment and convenience of the members of the Association.

7. "Country Club" shall mean and refer to the golf course and related club facilities developed on the Country Club Property.

8. "Country Club Property" shall mean the real property described on Exhibit A.

9. "Declaration" shall mean and refer to this Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Boulder Ridge Property Owners Association and any exhibits or amendments made hereto.

10. "Dwelling Unit" shall mean and refer to any part of Boulder Ridge which has been designated and is or will be used for the shelter of a single family, including but not limited to the one hundred eighty (180) lots comprising the Fairway Homes Association, the one hundred seventy-six (176) single family Estate Homes, and the 177 single family Greens Homes.

11. "Estate Homes" shall mean and refer to Dwelling Units located on the Estate Homes Property.

12. "Estate Homes Property" shall mean the real property described on Exhibit A.

13. "Fairway Homes Association" shall mean and refer to the Boulder Ridge Fairway Homes Property Owners' Association, an Illinois-not-for-profit corporation, its successors and assigns.

14. "Fairway Homes Property" shall mean and refer to the real property described on Exhibit A.

15. "Greens Association" shall mean and refer to the Boulder Ridge Greens Property Owners' Association, and Illinois Not-For-Profit Corporation, its successors and assigns.

16. "Homeowner Association" shall mean and refer to the following individual homeowners associations and all of their members:

- a. Fairway Homes Association; and
- b. Greens Association; and
- b. Such other homeowner associations as may be formed upon Boulder Ridge.

17. "Members" or "Voting Member" shall have the meanings assigned in Paragraph 2 of Article IV.

18. "Mortgagee" shall mean and refer to the holder of a bona fide first mortgage or its equivalent security interest covering a Dwelling Unit.

19. "Owner" shall mean and refer to the record owner (or the beneficiaries of a land trust which may be a record owner) whether one (1) or more persons or entities of a fee simple title to any Dwelling Unit, as defined herein or their successors and assigns (or shall otherwise become subject to the terms hereof), including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

20. "Person" shall mean and refer to a natural individual, corporation, partnership, trustee and other legal entity capable of holding title to real property.

21. "Village" shall mean and refer to the Village of Lake in the Hills, an Illinois municipal corporation.

### **ARTICLE III**

#### **Covenants Running With The Land and Non-Severability of Rights**

1. **Burden Upon the Property.** The parties hereto hereby declare that this Declaration and the covenants, conditions, restrictions and easements established herein shall be covenants to run with the land. Said covenants, conditions, restrictions and easements shall inure to the benefit of and be binding upon each and every Person and Owner, and his or her respective heirs, representatives, successors, purchasers, lessees, invitees, guests, grantees and Mortgagees. By the recording or acceptance of the conveyance of any portion of Boulder Ridge, a Dwelling Unit, or any interest therein,



the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration and the By-Laws of the Boulder Ridge Property Owners' Association, Inc.

2. Non-Severability of Rights. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Dwelling Unit, as more specifically set forth below, and may not be severed or alienated from such ownership.

3. Duration. Except as otherwise specifically provided herein, the covenants, conditions, restrictions, easements, reservations, liens and charges which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of twenty (20) years from the date of recording of this Declaration and thereafter for successive periods of ten (10) years each unless revoked, changed or amended, in whole or in part, by a recorded instrument executed by not less than two-thirds (2/3) of the then Owners in accordance with Article XIII hereof.

#### ARTICLE IV

##### The Association

1. Incorporation of Association. There has been and shall be incorporated a not-for-profit corporation known as the Boulder Ridge Property Owners' Association, Inc. and said corporation is the governing body for the administration and operation of the Community Areas. Pursuant to this Declaration, the Board of Directors of such corporation shall constitute the final administrative authority and all decisions of the Board with respect to the administration of the Community Areas shall be binding. All rights, titles, privileges and obligations vested or imposed upon the Association by this Declaration shall be held and performed by the Board of Directors although the actual day-to-day management of the functions of the Association may be performed by a managing agent or agency. The By-Laws for governing the Association have been duly enacted by the Association, said By-Laws being attached hereto and incorporated herein as Exhibit F.

2. Membership. Every Owner of a fee or undivided fee interest in any Dwelling Unit or owner of a fee or individual fee interest of a lot on Boulder Ridge which is subject to this Declaration, and their successors and assigns shall be a "Member" of the Association (a "Member") whether or not it shall be so expressed in any deed or other conveyance. The foregoing is not intended to include any persons or entities who hold an interest merely as security for the performance of an obligation. For each Dwelling Unit owned, the Owner thereof shall be entitled to one (1) voting membership and such individual so designated shall be the voting member for said Dwelling Unit (the "Voting Member"). Voting membership shall be appurtenant to and may not be separated from the fee ownership of any Dwelling Unit. Ownership of such Dwelling Unit shall be the sole qualification for membership. For the purpose of this Declaration, the words "Voting Member" shall include any beneficiary of a trust holding legal title to one (1) or

more Dwelling Units. The Association may from time to time hereafter issue Certificates of Membership (a "Certificate") to Members of the Association.

3. Transfer. The membership held by an Owner of a Dwelling Unit shall not be transferred, alienated or pledged in any way, except upon the sale or encumbrance of such Dwelling Unit, and then only to the purchaser or Mortgagee of such Dwelling Unit. Any attempt to make such a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the Owner of any Dwelling Unit should fail or refuse to transfer the membership registered in his name to the purchaser of such Dwelling Unit, the Association shall have the right to record the transfer upon the books of the Association and issue a new Certificate to the purchaser and thereupon, the old Certificate outstanding in the name of the seller shall be null and void as though same had been surrendered.

4. By-Laws. As a Member of, the Association, each Owner hereby covenants and agrees to be bound by the provisions of the By-Laws of the Association, attached hereto as Exhibit F, as such may be properly adopted, altered or amended from time to time pursuant to the terms hereof.

5. Powers and Duties of Board of Directors. All powers, duties and authority vested or delegated in or to the Association as provided herein and not reserved to its Members under the provisions of the By-Laws or the Declaration shall be vested in the Board.

## ARTICLE V

### Voting Rights - Administration

1. The Association shall have one (1) class of voting membership whose Members shall be all those Owners as defined in Article II. All Owners shall be Members and entitled to one (1) vote for each Dwelling Unit in which they hold a fee or undivided fee interest provided, however, when more than one person holds such interest in any Dwelling Unit, all such persons shall be Members and the vote for such Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast on behalf of any Dwelling Unit.

2. Administration of Boulder Ridge. The direction, operation and administration of Boulder Ridge, including the Community Areas, shall be vested in the Association. Direction, operation and administration of Boulder Ridge shall include, but shall not be limited to maintenance, repair, restoration, reconstruction, replacement, administration, regulation and operation of Boulder Ridge in the manner as provided in this Declaration and the By-Laws.

## ARTICLE VI

### Property Rights

1. General Use. The Community Areas are hereby restricted to ingress, egress and ancillary uses and structures relating thereto, all for the benefit of the Owners. Maintenance, repairs, replacement, payment of taxes, if any, and general administration of the Community Areas, including the obligation to maintain, repair and replace the landscaped areas, roadways, and entry gatehouses, shall be the responsibility of the Association acting through the Board and the costs thereof shall be paid from the assessments as established below.

2. Country Club Property Use. The Country Club and Country Club Property shall in no manner be encumbered by this Declaration and neither the Owners nor the Association shall have any rights in and to, or obligations with respect to the Country Club or Country Club Property. This Declaration shall in no manner grant the Owners and the Association any right to enter upon or cross over the Country Club Property, provided this Declaration shall grant the members of the Country Club, their guests, agents, invitees and licensees, an easement for ingress and egress over the Community Areas as more fully set forth in Article VIII hereof.

3. Owners' Easements and Enjoyment. Every Owner shall have a right and non-exclusive easement to use and enjoyment of and to the Community Areas and such easement shall run with the land, be appurtenant to and shall pass with the title to every Dwelling Unit, subject to the following provisions:

a. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Community Areas and in aid thereof to mortgage said Community Areas; provided, that the rights of any such mortgagee shall be subordinate to the rights of the Owners hereunder.

b. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Dwelling Unit remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association; provided, that any suspension of such voting rights, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the rules and regulations of the Association.

c. The right of the Association to dedicate or transfer all or any part of the Community Areas, excluding utility easements, to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by two-thirds (2/3) of the Voting Members.

d. The right of the Association to dedicate or transfer any part of the Community Areas for public streets or for public utility easements to a local municipality or utility.

e. The right of the Association to establish uniform rules and regulations pertaining to the use, operation and maintenance of the Community Areas.

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

g. The rights of the Association in maintaining and using the Community Areas shall be superior and take preference over the rights of any individual Homeowners Association established by individual declarations for the Boulder Ridge development.

4. Delegation of Use. Any Member of the Association may delegate, in accordance with the By-Laws and rules and regulations of the Board, his right of enjoyment to that portion of the Community Areas allowable for his use (other than the right to vote) to the members of his family, his tenants, guests, invitees or contract purchasers who reside on Boulder Ridge.

5. Waiver of Use. No Owner of the Association may exempt himself from personal liability for assessments duly levied by the Association, nor release the Dwelling Unit owned by him from liens and charges hereof, by waiver of the use and enjoyment of the Community Areas or by abandonment of his Dwelling Unit.

6. Community Areas Encroachments. In the event any portion of the Community Areas encroaches upon any part of any Dwelling Unit, or any portion of a structure or Dwelling Unit owned by an Owner encroaches upon a portion of the Community Areas, because of construction, reconstruction, repair, shifting, settlement or movement of any portion of Boulder Ridge, then a valid easement for such encroachment and the maintenance thereof is hereby established and shall exist for the benefit of such Owner or the Association, as the case may be. However, in no event shall an easement for an encroachment by a structure owned by an Owner on the Community Areas be created in favor of an Owner if such encroachment is created willfully and with the knowledge of same by such Owner or unreasonably interferes with the use of the Community Areas.

7. Alterations of Community Areas. No Owner shall make any alterations to the Community Areas, except any repair or reconstruction required elsewhere hereunder with the use of insurance proceeds, the Board may authorize as Association Expenses any alterations, improvements or additions to the Community Areas, however, the Board shall not approve any alterations, improvements or additions requiring an expenditure in excess of Ten Thousand and no/100 (\$10,000.00) Dollars

without the approval of a majority of the Members affected thereby voting in person or by proxy at a meeting duly called for such purpose.

8. Easements, Leases, Licenses and Concessions. The Association shall have the right and authority from time to time to lease or grant easements, licenses or concessions with regard to any portion or all of the Community Areas for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities and similar, related purposes. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Areas shall be used to pay Association Expenses.

9. No Dedication to Public Use. Nothing contained in this Declaration shall be constructed or be deemed to constitute a dedication, express or implied, of any part of the Community Areas to or for public use or purpose whatsoever, provided, notwithstanding the foregoing, the Association shall be required to grant an access easement for pedestrian and vehicular ingress and egress to the Country Club, its Members and invitees, over the Community Areas contained in the Estate Homes Property.

10. Design of Estate Homes on Estate Homes Property. Notwithstanding anything to the contrary contained herein, any and all Dwelling Units constructed on the Estate Homes Property shall be constructed in accordance with the criteria, restrictions and requirements originally established by the developer of the Estate Homes Property, as such criteria, restrictions and requirements may have changed from time to time.

## **ARTICLE VII**

### **Use Restrictions**

1. General Use. All Dwelling Units shall be used only for housing and related purposes for which the Dwelling Unit was designed. Nothing herein shall be construed in such a manner as to prohibit an Owner from (i) maintaining his personal professional library therein; (ii) keeping his personal business or professional records or accounts therein; or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal resident use.

2. Compliance with Laws. Each Owner shall (i) maintain his Dwelling Unit in a clean, sightly and safe condition, and (ii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations. All Dwelling Units shall be constructed in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules and regulations. If, and to the extent any conflict exists between the terms and conditions of this Declaration and the provisions of any such codes, laws, ordinances, orders, decrees, rules and regulations,

then such conflict shall be resolved by the application of the more stringent provision providing the higher or better quality result.

3. Sale and Lease. All sale or lease agreements for Dwelling Units shall be in writing and shall be specifically subject to this Declaration even if not stated or referenced to therein. The restrictions and easements contained in this Declaration, and the Rules and Regulations adopted by the Board shall be applicable to any persons occupying or leasing a Dwelling Unit.

4. Animals. Any pet causing a nuisance or unreasonable disturbance upon the Community Areas in the opinion of the Board may by written notice be prohibited from entering upon the Community Areas.

5. Obstructions of Community Areas. There shall be no obstruction of the Community Areas nor shall anything be stored on the Community Areas without the prior consent of the Association.

6. Nuisances. No nuisance, noxious or offensive activity shall be carried on in the Community Areas nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Dwelling Units.

7. Unightly Activities. The Community Areas shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon.

8. Signs Standards. No signs of any kind shall be erected, placed or permitted to remain on the Community Areas. Except as otherwise provided for in this Paragraph, no owner may erect any "For Sale," "For Rent" or other sign on any portion of Boulder Ridge, including but not limited to his Dwelling Unit or in a window of his Dwelling Unit

9. Storage. No rubbish, storage piles, trash, garbage or material shall be dumped or allowed to remain on the Community Areas at any time, except in appropriate containers for its pick-up and disposal. All such storage shall be subject to such rules and regulations as may be enacted by the Board from time to time.

10. Trucks and Trailers. Trucks, boats, recreational vehicles, trailers or other vehicles (other than automobiles) shall at all times be parked in the garage of the Dwelling Unit and their repair or maintenance shall not be permitted except within the confines of the garage.

11. Camping and Picnicking. Tents, temporary shacks, cooking, picnicking and camping shall be prohibited on the Community Areas, except in such areas as may be designated and subject to such rules and regulations as may be promulgated by the Board.

12. Fences. Except as to those fences originally erected, no fence or obstructions of any kind shall be erected, removed or relocated anywhere within the Community Areas.

13. Landscaping. The Association shall be solely responsible for maintenance of all landscaping on the Community Areas. No tree or shrub shall be removed from or added to the Community Areas without the express consent of the Board.

14. Owner's Responsibility. Any expenses or costs incurred with respect to maintenance and/or repair of any portion of the Community Areas due to the willful or negligent act of any Owner, his family, lessees, guests or invitees shall be borne by such Owner and shall be added to such Owner's assessment.

## ARTICLE VIII

### Easements

1. Easements for Utilities. Easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water, cable television, gas, drainage, electric, entrance lighting, telephone or other public utility services shall be granted as shown on any plat or other document or record filed from time to time in connection with the Community Areas. Further, any additional easements for such purposes shall be granted by the Board at any time for the purpose of obtaining such utility services; provided such easements may in no way interfere with the development of Boulder Ridge. The Village shall at all times have the right of ingress and egress over said easements for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any sewer, gas, water, drainage and other easements and, notwithstanding any amendment to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever. Nothing herein contained shall be construed as giving any assurance to the Association or any Owner that the Village will perform any of these functions on Community Areas or Boulder Ridge. The Country Club located on the Country Club Property shall have an easement for utilities over the Community Areas as aforesaid as limited and restricted in this paragraph.

2. Easements - Municipal Authorities. Police, fire, water, health and other authorized municipal officials, employees and vehicles shall have the right of ingress and egress to Boulder Ridge for performance of official duties and for the purpose of enforcing all Village and county ordinances and statutes of the State of Illinois.

3. Easement for Ingress and Egress of the Association and Owners. The Owners, their guests, agents, invitees and licensees shall have an easement for ingress and egress upon, over, across and through the Community Areas.

4. Easement for Ingress and Egress of Country Club. The members of the Country Club located on the Country Club Property, their guests, agents, invitees and licensees shall have a perpetual pedestrian and vehicular easement of record for ingress and egress upon, over, across and through the Community Area, provided such easement shall explicitly make such easement contingent upon the annual payment by the members of the Country Club to the Association of an amount equal to 10% of the Association Expenses for each year, as payment of the Country Club's share of the maintenance of the Community Areas. The easement shall further be limited by granting the Association the right to limit the members of the Country Club's access to the Community Areas to one of the entrance gates located on the Community Areas, provided the Association, shall have no right to further limit such access unless the Country Club fails to timely make payments as aforesaid.

5. Easements Running With the Land. All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all of its grantees and their respective heirs, successors, personal representative and assigns, and the Village, perpetually in full force and effect.

6. Easements, Non-Interference. No Owner or his agent shall interfere with any easement as set forth in this Article.

7. As to all portions of Boulder Ridge that are subject to the terms of this Declaration, reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation or transfer, to the easements, covenants and restrictions contained herein shall be binding upon any such grantee, Mortgagee or trustee and their successors and assigns as fully and completely as though said easements, covenants and restrictions were fully recited and set forth in their entirety in such documents.

## ARTICLE IX

### Covenant for Maintenance Assessments

1. Personal Obligation of Assessments. The parties hereto, for each Dwelling Unit owned within Boulder Ridge, hereby covenant, and each Owner of any Dwelling Unit by presently owning an interest in Boulder Ridge or by acceptance of a deed of conveyance, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association:

a. Annual assessments or charges representing his proportionate share of the Association Expenses; and

b. Special assessments for capital improvements and unforeseen expenses related to the Community Areas.



Payments of assessments shall be in such amounts and at such times as provided below. The annual and special assessments, together with such interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Dwelling Unit against which each assessment is made. Each such assessment shall also be the personal obligation of the person who was the Owner of such Dwelling Unit at the time when the assessment fell due. Anything in any Homeowner Association Declaration to the contrary notwithstanding, the amount of Association Expenses assessed against all Owners of Dwelling Units shall be calculated on a pro rata basis, with the Owner of each Dwelling Unit being obligated to pay its pro rata fraction of the Association Expenses which fraction shall have as a numerator one (1) and as the denominator the total number of lots contained in Boulder Ridge.

2. Rights to Assess Associations. Notwithstanding the provisions of Paragraph 1 above, the Association shall have the right in lieu of assessing each owner of a Dwelling Unit directly, to assess the Homeowners Association directly on the same basis as set forth in Paragraph 1 above taking into consideration the total of Dwelling Units contained in each association. Subject to the provisions of Paragraph 5 of Article IX hereof, in the event the Association elects to assess the Homeowner Associations directly in accordance with the terms hereof, if the Owner of a Dwelling Unit fails to timely pay any such assessments and the Association and the applicable Homeowner Association files liens for such assessments as herein provided, the lien filed by such Homeowner Association shall be subordinate to the lien of the Association, regardless of the recording date of each such lien.

3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners, residents or guests of Boulder Ridge and, in particular, for the improvement, maintenance (including, but not limited to) operation and the payment of all taxes, insurance, repair, replacement and maintenance relating to the Community Areas and for services and facilities devoted to this purpose and related to the use and enjoyment of the Community Areas which shall include the maintenance, repair, replacement and operation of all improvements located thereon, including (by way of example) and not limited to: planting, maintaining, repairing and replacing, as necessary, landscaping, site lighting, gatehouses, entry monuments, underground utilities, signs and streets. Snow plowing and snow removal shall also be provided by the Association for the benefit of the Owners.

4. Assessments.

a. Each year on or before November 15, the Board shall hold a meeting concerning the adoption of a budget specifying the total amount estimated to be necessary to pay the Association Expenses, which will be required during the ensuing calendar year (beginning January 1) for the rendering of all services, together with a reasonable amount necessary for a reserve for emergencies and replacements as more specifically provided in

subparagraph f. below. A copy of the proposed budget shall be mailed or delivered to each Owner at least thirty (30) days prior to the date of adoption by the Board. On or before December 1, the Board shall notify each Owner in writing as to the amount of such estimate with reasonable itemization thereof. Such annual budget shall also take into account any estimated net accruable cash income for the year from operation or use of the Community, Areas according to the funds available in the accounts established for the Community Areas. The applicable portion of said "estimated cash requirement", as Association Expenses, shall be assessed equally to each Owner or Association and shall be due and payable in installments upon such dates as shall be established by the Board. Written notice of the meeting of the Board concerning the adoption of said budget shall be mailed or delivered to each Member not less than ten (10) and no more than thirty (30) days prior to said meeting. If at any meeting held for the purpose of approving the budget, said budget is not approved, the last approved budget shall remain in full force and effect until a new budget is approved.

b. If said "estimated cash requirement" for the Community Areas proves inadequate for any reason, to defray the operating expenses and costs during any given year, then the Board shall be authorized to adopt a supplemental budget or supplemental assessment. The Board shall serve notice of such supplemental assessment on all Owners by a statement in writing giving the amount and reasons therefore, and such supplemental assessment shall become due at such time as the Board may determine. Subject to the terms of Paragraph 1 of this Article IX, all Owners shall be obligated to pay the supplemental assessment in the manner set forth in Paragraph 4.a of this Article as hereinabove set forth.

c. If any such budget exceeds one hundred fifteen percent (115%) of the assessments for the prior year, the Board, upon written petition of Members, with twenty percent (20%) of the votes of the Association filed within fourteen (14) days of Board action, shall call a meeting of Members within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the members voting at the meeting reject the budget, it shall be ratified whether or not a quorum is present.

d. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the Community Areas for the purpose of defraying, in whole or in part, the cost of any taxes, construction, reconstruction, repair or replacement of a capital improvement upon said Community Areas. Notwithstanding the foregoing, upon the written petition of Members, with not less than twenty percent (20%) of the votes of the Association filed within fourteen (14) days of Board action, a meeting of Members shall be called within thirty (30) days of the date of filing of the petition to consider the special

assessment and, if, at such meeting a majority of Members vote to reject the assessment, the Board action shall be nullified.

e. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 4.c or 4.d above shall be sent to all affected Members not less than ten (10) nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of the Members or of proxies entitled to cast sixty percent (60%) of all votes of membership affected by said special assessment shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements 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.

f. The Board shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary including, but not limited to, adhering to any Regulatory Agreement of the Federal Housing Administration, Veterans Administration or Federal National Mortgage Association requirement, and any extraordinary expenditure not included in the "estimated cash requirements" shall be first charged against such reserves are depleted or, in the opinion of the Board, significantly reduced, then any supplemental budget or the next regular "estimated cash requirements" shall provided for the re-establishment of such reserves as the Board shall deem reasonably appropriate.

g. The failure or delay of the Board to prepare or serve the annual or adjusted estimate or the itemized accounting or other documents on the Owners shall not constitute a waiver or release in any manner of such Owners' obligation to pay their annual assessments as herein provided whenever same shall be determined.

h. On or before April 15th of each calendar year, the Board shall give each Owner, a notification of an itemized accounting of the Association Expenses for the preceding calendar year actually incurred and paid for the Community Areas, together with a tabulation of the amount collected pursuant to the prior year's budget and showing the net amount over or under the actual expenditures, plus reserves. In any given year, any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited equally to each Owner who made said payments by applying any such excess to expenses and/or reserves for the subsequent year.

i. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting Boulder Ridge specifying and itemizing the maintenance and repair expenses of such portions of Boulder Ridge and any other expenses incurred. Such records shall be available for inspection by any Owner at such reasonable time or times during

normal business hours as may be requested by the Owner or Mortgagee. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

j. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Areas or abandonment of his Dwelling Unit. Except as otherwise provided elsewhere herein, the Owner of a Dwelling Unit on the date on which the notice of the levying of the annual or supplemental assessment is delivered shall be personally liable for such assessment.

k. The Board may provide for collection of assessments as herein provided through the various Homeowner Associations of Boulder Ridge as such associations are established and shall promulgate rules and regulations to effectuate these collection provisions.

5. Association's Lien Subordinated to Mortgagees. The lien for assessments as herein provided and any fees, fines, interest, late charges or penalties levied in connection with unpaid assessments shall be subordinate to the lien of any first mortgage on any Dwelling Unit recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien provided for in Paragraph 7 of this Article shall not be affected by any transfer of title to the Dwelling Unit ownership. Where title to the Dwelling Unit is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall (to the extent permitted by law) extinguish the lien for any assessments or other charges or payments due or arising under this Article which became due prior to filing a suit for foreclosure on such Dwelling Unit or any other proceeding in lieu of foreclosure. However, the transferee of a Dwelling Unit shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence which are reallocated to the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Dwelling Unit ownership as provided in Paragraph 7. If for any reason the Owner of a Dwelling Unit is permitted to remain in possession of his Dwelling Unit during the pendency of a foreclosure action with respect to the Dwelling Unit, the Owner shall be required to pay a reasonable rental fee for such right and the plaintiff in said foreclosure action shall be entitled to the appointment of a receiver to collect such rental.

6. Effect of Non-Payment of Assessments - Remedies of the Association. The amount of each assessment shall constitute a lien on the interest of such Owner. If the assessment is not paid by an Owner or an association if the Board determines to assess by association, within thirty (30) days after the due date, the assessment shall bear interest from the due date of such assessment at the highest rate permitted by law per annum and the Association may bring an action at law against the respective

association and all members of the association or Owner personally obligated to pay same or foreclose the lien against his Dwelling Unit; and interest costs, reasonable late fees and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Upon the recording of notice of lien by the Board of Directors, it shall be a lien upon such property prior to any other liens or encumbrances, recorded or not recorded, subject only to:

a. Taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other state or federal taxes which by law are a lien on the interest of such Owner prior to pre-existing recorded encumbrances thereon; and

b. Encumbrances on the interest of such Owner recorded prior to the date such notice is recorded which, by law, would be a lien thereon prior to subsequently recorded encumbrances.

The lien for Association Expenses shall be in favor of the Association for the benefit of the other Owners. The Board shall have the right to bring any action authorized under this Declaration, By-Laws or otherwise in law or in equity to enforce the payment of assessments. Where the Owner's interest is sold at a public or private sale pursuant to this Declaration or the By-Laws because of the failure to pay the Association Expenses, the Board of Directors and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed and to acquire and hold, lease, mortgage and convey same; provided, that any such action shall be subject to approval of two-thirds (2/3) of the Dwelling Unit Owners. The Board shall also have the power and right to assess additional fines and penalties against any Dwelling Unit Owner for non-payment of assessments as long as said fines and penalties are uniformly applied.

Notwithstanding anything in this Declaration to the contrary, no amendment, change or modification of this Paragraph 6 of Article IX shall be effective unless same shall be first consented to by two-thirds (2/3) of the all of Owners of Dwelling Units which are subject to this Declaration.

7. Forcible Entry and Detainer - Further Remedies. In the event of any default by any Owner in the performance of his obligations under this Declaration, By-Laws or rules and regulations of the Board, the Board, or its agents shall have such rights and remedies permitted by law, including the right to take possession of such Owner's interest in Boulder Ridge for the benefit of all other Owners by an action of possession in the manner prescribed in the Forcible Entry and Detainer Act (Illinois Revised Statutes, Illinois Code of Civil Procedure, Chapter 110, Sections 9-101, et. seq.)

8. Exempt Property. The following portion of Boulder Ridge, subject to this Declaration, shall be exempt from the assessments created herein:

a. Any portion of the Community Areas dedicated to and accepted by any governmental authority or owned by any charitable, educational, religious or other nonprofit organization exempt from taxation under the laws of the State of Illinois; and

b. Any portion of the Community Areas granted to or used by a utility company.

9. Mechanic's Liens. The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Community Areas. Where less than all the Owners are responsible for the existence of said lien, such Owners responsible shall be jointly and severally liable for the amount necessary to discharge same and for all costs and expenses, including attorneys' fees and court costs, incurred by reason of the lien.

## ARTICLE X

### Insurance

1. Acquisition of Insurance Coverage. To the extent that insurable improvements become a portion of or are constructed upon the Community Areas, the Board shall obtain insurance coverage for the Community Areas to cover against loss or damage by fire or other hazards. The insurance shall be for the full insurable value (based upon current replacement cost of any improvements to the Community Areas) of the Community Areas and the insurance premiums shall be an Association Expense. Such insurance coverage for all the Community Areas shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association. The insurance coverage shall, if possible, provide that the insurance, as to the interest of the Association, shall not be invalidated by any act or neglect of any Owner. The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least thirty (30) days prior written notice and at least ten (10) days prior written notice of termination or modification for any other reason to the Association and first Mortgagees of record who specifically request such notice. The insurance policies shall contain waivers of subrogation with respect to the Board, its employees and agents, Dwelling Unit Owners, members of their household and Mortgagees.

2. Reconstruction of the Property. The insurance proceeds shall be applied by the Board on behalf of the Association for the repair, reconstruction or restoration of the Community Areas upon notification to Dwelling Unit Owners. The Association, by the Board, shall represent the Dwelling Unit Owners in any proceedings, negotiations, settlements or agreements concerning these matters and is hereby appointed by the Dwelling Unit Owners as an attorney-in-fact for said purposes. If such insurance proceeds are insufficient to cover the costs of repair or replacement of damages or destroyed portions of Boulder Ridge, the Association may make a reconstruction

assessment against all Dwelling Unit Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds.

3. Board Acceptance of Insurance Proceeds. Payment by an insurance company to the Board of any insurance proceeds coupled with the receipt and release from the Board of the company's liability under said policy shall constitute a full discharge of said insurance carrier and said carrier shall not be under any obligation to inquire into the terms of any trust under which the proceeds may be held pursuant hereto.

4. Other Insurance. The Board shall also obtain comprehensive public liability insurance, including liability for injuries or death to persons, any property damage in an amount of not less than One Million and no/100 (\$1,000,000.00) Dollars per occurrence and such other liability insurance as it may deem desirable and as approved by the Association, its officers, members of the Board and their respective employees, beneficiaries and agents, if any, from liability in connection with the Community Areas. Said insurance shall also contain at least ten (10) day notice of termination and modification clause. The Board shall also obtain insurance insuring the officers of the Association and Members of the Board from liability for good faith actions in such limits as the Board deems advisable. The Board shall also obtain, when needed, workers' compensation and employer's liability insurance. Unless as otherwise provided for herein, the premiums for all such insurance shall be an Association Expense.

5. Fidelity Bond. The Board shall obtain, in the name of the Association, a fidelity bond indemnifying the Association for loss of funds resulting from fraudulent or dishonest acts of any employee or officer or director of the Association or any person or entity acting pursuant to a management contract entered into by the Board in an amount equal to at least three (3) months aggregate assessments on all Dwelling Units and any reserve funds of the Association. Said fidelity bond shall contain a waiver of any defense based on the exclusion of persons who serve without compensation from any definition of "employee". Further, said fidelity bond shall, if possible, provide that it may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice and at least ten (10) days prior written notice of termination or modification for any reason to the Association and first Mortgagees of record who specifically request such notice. The cost of such fidelity bond shall be an Association Expense.

6. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the portion of Boulder Ridge which may have been damaged or destroyed.

## ARTICLE XI

### General Provisions

1. Board Liability. The Directors from time to time constituting the Board, and the officers thereof, shall not be personally liable to the Owners or the Association for any mistake of judgment or for any acts made or omissions to act made in good faith as such Directors or officers. The Association shall indemnify and hold harmless each of the Directors and officers, their heirs, executors or administrators against all contractual and other liabilities to others arising out of contracts made by or other acts of the Directors and officers on behalf of the Owners or the Association or arising out of their status as Directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence.

2. Enforcement. The Association, or any Dwelling Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration and the rules and regulations adopted hereunder. Failure by the Association or any Dwelling Unit Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Breach of any of the covenants shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lots or property, or any part thereof, but such provisions, restrictions or covenants shall be binding and effective against any Owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

3. Notices. Notices provided for in this Declaration or the By-Laws shall be in writing and shall be addressed to the Association at such address as may from time to time be designated by the Board. Notices to an Owner shall be addressed to his Dwelling Unit address, however, any Owner may also designate a different address at which he is to be notified. Further, any Mortgagee may from time to time designate an address to which notices required pursuant to the provisions of this Declaration shall be sent. All notices shall be deemed to have been properly served when mailed postage prepaid, to the last known address of the addressee or when delivered in person with written acknowledgement of the receipt thereof.

4. Managing Agent. The Association may hire a managing agent, which shall be a power of its Board of Directors. Any management agreement entered into by the Association shall have a term of not more than two (2) years and shall be terminable by the Association for cause on thirty (30) days written notice or without cause on payment of a termination fee by either party on ninety (90) days written notice.

5. Liability for Claims or Judgment. The cost of defending, settling or compromising a claim or cause of action against the Association or the cost of satisfying any judgment against the Association shall be paid out of insurance proceeds, if any, which cover the occurrence. However, if insurance proceeds are unavailable or



insufficient to pay any such costs, then such costs not covered by insurance shall be paid as an Association Expense.

6. Severability and the Rule Against Perpetuities. If any provision of this Declaration or the By-Laws shall be held invalid, it shall not affect the validity of the remainder of the Declaration or By-Laws. If any provision of the Declaration or By-Laws is deemed to violate the rule against perpetuities or any other rule, statute or law imposing time limitations, then such provisions shall be deemed to remain in effect until the death of the last survivor of the now living descendants of the President of the United States, George Herbert Walker Bush, plus twenty-one (21) years thereafter.

7. Remedies Cumulative. All rights, remedies and privileges granted to the Association pursuant to any of the terms, provisions, covenants or conditions of this Declaration, By-Laws or rules and regulations of the Board shall be deemed to be cumulative and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies nor shall it preclude the Association thus exercising same from exercising such other and additional rights, remedies or privileges as may be granted to the Association, at law or in equity.

8. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

9. Captions. The Article and Paragraph captions are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

10. Conflicts. In the event of a conflict between the terms of this Declaration and any of the declarations of the various Homeowner Associations, the terms of this Declaration shall control and govern.

11. Condemnation. In the event of a taking or acquisition of part or all of the Community Areas by a condemning authority, the Association shall represent the Dwelling Unit Owners and the award or proceeds of settlement shall be payable to the Association, or any trustee appointed by the Association, to be held in trust for Dwelling Unit Owners and their first mortgage holders as their interests may appear.

12. Governing Law. The laws of the State of Illinois shall govern the construction, interpretation, application and enforcement of this Declaration and the Association formed pursuant thereto.

13. Land Trust Holding Title. In the event title to any Dwelling Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of such Dwelling Unit remain vested in the trust beneficiary or beneficiaries, the beneficiaries thereunder from time to time shall be responsible for payment of all Association Expenses and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such

Dwelling Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon such Dwelling Unit and the beneficiaries of such trust even if the beneficial interest or title to said Dwelling Unit is otherwise transferred.

## ARTICLE XII

### Rights of First Mortgage Holders

Anything in this Declaration to the contrary notwithstanding, the following shall be applicable with respect to any institutional holder of a first mortgage lien of record, including an insurer or guarantor, on any Dwelling Unit which is subject to the terms hereof.

1. Notice. The Association shall, if so requested in writing by any first Mortgagee of record or holder, insurer or guarantor of a mortgage of a Dwelling Unit, give written notification as follows:

- a. Notice of any default (including any delinquency in the payment of assessments) of the Owner of a Dwelling Unit which is the subject of such mortgage if such default is not cured within sixty (60) days after its occurrence.
- b. Copies of budgets, financial statements, notices of assessment or any other notices provided hereunder by the Association.
- c. Five (5) days prior written notice of any annual or special meeting of the Association. The Mortgagee may designate a representative to attend any such meeting.
- d. Timely notice of substantial damage or destruction of any portion of the Community Areas (in excess of Ten Thousand and no/100 Dollars (\$10,000.00)).
- e. Notice of any condemnation or eminent domain proceeding affecting any portion of the Community Areas.
- f. Notice of the decision of the Owners to make any material amendment to this Declaration.
- g. The effectuation of any decision by the Association to terminate professional management and assume self-management of the Community Areas.
- h. Notice to terminate the Association.

- i. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of a Mortgagee, holder, insurer or guarantor for any or all of the above notices may be submitted to the Association via the Board of Directors and, in such event the giving of such notices shall continue until such time as the Mortgagee shall request same to be terminated or until the interest of the Mortgagee in the property is terminated, whichever shall first occur.

2. Claims for Assessments. Any first Mortgagee of record who takes title to a Dwelling Unit or comes into possession of a Dwelling Unit pursuant to remedies provided in such mortgage (including foreclosure or a deed or assignment in lieu thereof) shall take possession free of any claims for unpaid assessments or charges which may be accrued prior to the date of filing of any foreclosure proceedings or deed in lieu.

3. Sale of Community Areas. Except for dedication of any part of the Community Areas for public rights of way or for public utility easements, the Association shall not, by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any of the real estate or improvements thereon owned by it, directly or indirectly without the express written consent of seventy-five percent (75%) of the Owners and of the institutional holders of first mortgages recorded against those Dwelling Units which are subject to the terms of this Declaration. Grants of easements for utilities and other public purposes shall not be considered a sale or encumbrance for purposes of this Paragraph 3.

4. Books and Records. Any first Mortgagee of record of a Dwelling Unit or any holder, insurer or guarantor of a first mortgage shall have the right, upon twenty-four (24) hours notice, to examine any and all books and records of the Association at any time during normal business hours and shall be entitled to receive at its written request, and without charge, a copy of any and all annual audited financial statements within ten (10) days from the date of such request or a date not sooner than one hundred twenty (120) days following the end of any fiscal year, as the case may be.

### ARTICLE XIII

#### Amendments to Declaration

1. Approval of Amendments. Subject to the provisions of this Article XIII, the Owners may revoke, modify, amend or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration and may release all or any part of Boulder Ridge from all or any part of this Declaration. Any such revocation, modification, amendment or supplement may be made effective at any time upon the approval of the Owners of at least two-thirds (2/3) of the Dwelling Units. Any such revocations, modifications, amendments or supplements shall be effective only if

expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of McHenry County, Illinois. If said Declaration is so modified by the Association, a notice of said modification shall be given to all first mortgage lien holders of record by certified mail, return receipt requested. Said notices shall contain a complete text of any such modification or amendment.

2. Compliance with Governmental Authority. Association and the Board reserve the right and power to record any special amendments to this Declaration, at any time and from time to time to amend this Declaration (i) to comply with requirements of the Department of Housing and Urban Development, the Federal National Mortgage Association, the Veterans 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 Dwelling Units, (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In any manner which will not materially impair the rights of Owners hereunder or materially increase the expenses to be borne by them hereunder; provided, that nothing herein contained shall be construed as a reservation of authority to adopt any amendment which affects the rights of the Village under this Declaration without its consent. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Association through the Board to make or consent to such amendments on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Board to make, execute and record such amendments.

3. Restriction on Alienation. Notwithstanding anything contained herein to the contrary, no amendment to the Declaration, Articles of Incorporation or By-Laws shall be effective if such shall seek to vest a right of first refusal as to the sale or lease of a Dwelling Unit or any similar restriction in favor of the Association, other Owners or related entities.

4. Validity of Amendments. No amendments approved pursuant to this Article XIII shall become valid until a true and correct copy of same, attested by the Secretary of the Association, shall then have been placed of record.

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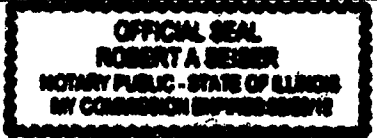
Signed and acknowledged this 14 day of MARCH, 20 12.

[Signature]  
[Signature]  
Mary W. Steuber  
[Signature]

being at least two-thirds of the Board of Directors  
of Boulder Ridge Property Owners Association

Subscribed and Sworn to before me this  
14 day of March, 20 12.

Robert A. Seiser  
Notary Public



My commission expires: 6/20/12

**COPY**  
SIGNATURE ON THIS DOCUMENT  
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**Exhibit “A”**

**Boulder Ridge Property Owners Association**

# Boulder Ridge Fairway

**Legal:** Lots 1 To 203 Inclusive And All Of The Private Streets, In The Fairway Homes Of Boulder Ridge, Being A Subdivision Of Part The Northeast Quarter Of Section 25, Township 43 North, Range 7, East Of The Third Principal Meridian And Part Of The Northwest Quarter Of Section 30, Township 43 North, Range 8, East Of The Third Principal Meridian, According To The Plat Thereof Recorded November 14, 1990, As Document Number 90R24366 And Corrected By Certification Of Correction Recorded January 3, 1991 As Document Number 91R000246, in McHenry County, Illinois.

Lot	PIN	Commonly known as (for informational purposes only)
Part 44	18-25-226-004	12 La Quinta Ct Lake In The Hills, IL 60156
Part 43	18-25-226-005	10 La Quinta Ct Lake In The Hills, IL 60156
Part 42	18-25-226-006	8 La Quinta Ct Lake In The Hills, IL 60156
Part 41	18-25-226-007	6 La Quinta Ct Lake In The Hills, IL 60156
Part 185	18-25-226-008	Common Area Lake In The Hills, IL 60156
34	18-25-226-009	7 Castle Pines Ct Lake In The Hills, IL 60156
35	18-25-226-010	5 Castle Pines Ct Lake In The Hills, IL 60156
Part 36	18-25-226-011	3 Castle Pines Ct Lake In The Hills, IL 60156
Part 37	18-25-226-012	1 Castle Pine Ct Lake In The Hills, IL 60156
33	18-25-226-013	9 Castle Pine Ct Lake In The Hills, IL 60156
32	18-25-226-014	8 Castle Pines Ct Lake In The Hills, IL 60156
184	18-25-226-015	Common Area Lake In The Hills, IL 60156
30	18-25-226-017	4 Castle Pines Ct Lake In The Hills, IL 60156
29	18-25-226-018	2 Castle Pines Ct Lake In The Hills, IL 60156
28	18-25-226-019	1 Augusta Ct Lake In The Hills, IL 60156
26	18-25-226-021	5 Augusta Ct Lake In The Hills, IL 60156
25	18-25-226-022	7 Augusta Ct Lake In The Hills, IL 60156
24	18-25-226-023	8 Augusta Ct Lake In The Hills, IL 60156
23	18-25-226-024	6 Augusta Ct Lake In The Hills, IL 60156
22	18-25-226-025	4 Augusta Ct Lake In The Hills, IL 60156
21	18-25-226-026	2 Augusta Ct Lake In The Hills, IL 60156
182	18-25-226-027	Common Area Lake In The Hills, IL 60156
17	18-25-226-028	7 Pebble Beach Ct Lake In The Hills, IL 60156
18	18-25-226-029	5 Pebble Beach Ct Lake In The Hills, IL 60156
19	18-25-226-030	3 Pebble Beach Ct Lake In The Hills, IL 60156
183	18-25-226-031	Common Area Lake In The Hills, IL 60156
20	18-25-226-032	1 Pebble Beach Ct Lake In The Hills, IL 60156
Part 27	18-25-226-034	3 Augusta Ct Lake In The Hills, IL 60156
Part 27	18-25-226-035	Common Area Lake In The Hills, IL 60156
Part 31	18-25-226-036	6 Castle Pines Ct Lake In The Hills, IL 60156
Part 31	18-25-226-037	Castle Pine Ct Lake In The Hills, IL 60156
Private Road	18-25-226-047	Augusta Ct Lake In The Hills, IL 60156
Private Road	18-25-226-048	Castle Pines Ct Lake In The Hills, IL 60156
Part 137	18-25-227-001	Juniper Ln Lake In The Hills, IL 60156
Part 138	18-25-227-002	10 Tamarisk Ct Lake In The Hills, IL 60156
Part 139	18-25-227-003	8 Tamarisk Ct Lake In The Hills, IL 60156
140	18-25-227-004	6 Tamarisk Ct Lake In The Hills, IL 60156
141	18-25-227-005	4 Tamarisk Ct Lake In The Hills, IL 60156
142	18-25-227-006	2 Tamarisk Ct Lake In The Hills, IL 60156
143	18-25-227-007	10 Doral Ct Lake In The Hills, IL 60156
144	18-25-227-008	8 Doral Ct Lake In The Hills, IL 60156
199	18-25-227-009	Common Area Lake In The Hills, IL 60156
149	18-25-227-010	7 La Costa Ct Lake In The Hills, IL 60156
Part150	18-25-227-011	5 La Costa Ct Lake In The Hills, IL 60156
148	18-25-227-012	9 La Costa Ct Lake In The Hills, IL 60156

## Boulder Ridge Fairway

Lot	PIN	Commonly known as (for informational purposes only)
145	18-25-227-013	6 Doral Ct Lake In The Hills, IL 60156
146	18-25-227-014	4 Doral Ct Lake In The Hills, IL 60156
147	18-25-227-015	2 Doral Ct Lake In The Hills, IL 60156
Private Road	18-25-227-016	Doral Ct Lake In The Hills, IL 60156
Private Road	18-25-227-017	Course Dr Lake In The Hills, IL 60156
Private Road	18-25-227-018	Tamarisk Ct Lake In The Hills, IL 60156
Private Road	18-25-227-019	La Costa Ct Lake In The Hills, IL 60156
16	18-25-276-012	9 Pebble Beach Ct Lake In The Hills, IL 60156
15	18-25-276-013	10 Pebble Beach Ct Lake In The Hills, IL 60156
14	18-25-276-014	8 Pebble Beach Ct Lake In The Hills, IL 60156
13	18-25-276-015	6 Pebble Beach Ct Lake In The Hills, IL 60156
12	18-25-276-016	4 Pebble Beach Ct Lake In The Hills, IL 60156
11	18-25-276-017	2 Pebble Beach Ct Lake In The Hills, IL 60156
10	18-25-276-018	650 Course Dr Lake In The Hills, IL 60156
181	18-25-276-019	Common Area Lake In The Hills, IL 60156
9	18-25-276-020	1 Spyglass Ct Lake In The Hills, IL 60156
8	18-25-276-021	3 Spyglass Ct Lake In The Hills, IL 60156
7	18-25-276-022	5 Spyglass Ct Lake In The Hills, IL 60156
6	18-25-276-023	7 Spyglass Ct Lake In The Hills, IL 60156
5	18-25-276-024	9 Spyglass Ct Lake In The Hills, IL 60156
4	18-25-276-025	8 Spyglass Ct Lake In The Hills, IL 60156
3	18-25-276-026	6 Spyglass Ct Lake In The Hills, IL 60156
1	18-25-276-028	2 Spyglass Ct Lake In The Hills, IL 60156
2	18-25-276-030	4 Spyglass Ct Lake In The Hills, IL 60156
Private Road	18-25-276-031	Spyglass Ct Lake In The Hills, IL 60156
Private Road	18-25-276-032	Pebble Beach Ct Lake In The Hills, IL 60156
180	18-25-280-002	2 Black Diamond Ct Lake In The Hills, IL 60156
179	18-25-280-003	4 Black Diamond Ct Lake In The Hills, IL 60156
178	18-25-280-004	6 Black Diamond Ct Lake In The Hills, IL 60156
177	18-25-280-005	8 Black Diamond Ct Lake In The Hills, IL 60156
176	18-25-280-006	10 Black Diamond Ct Lake In The Hills, IL 60156
203	18-25-280-007	Common Area Lake In The Hills, IL 60156
175	18-25-280-008	2 Torrey Pines Ct Lake In The Hills, IL 60156
174	18-25-280-009	4 Torrey Pines Ct Lake In The Hills, IL 60156
173	18-25-280-010	6 Torrey Pines Ct Lake In The Hills, IL 60156
172	18-25-280-011	8 Torrey Pines Ct Lake In The Hills, IL 60156
171	18-25-280-012	10 Torrey Pines Ct Lake In The Hills, IL 60156
202	18-25-280-013	Common Area Lake In The Hills, IL 60156
170	18-25-280-014	2 Cypress Ct Lake In The Hills, IL 60156
169	18-25-280-015	4 Cypress Ct Lake In The Hills, IL 60156
Part168	18-25-280-016	6 Cypress Ct Lake In The Hills, IL 60156
Part 165	18-25-280-017	12 Cypress Ct Lake In The Hills, IL 60156
Part 166	18-25-280-018	10 Cypress Ct Lake In The Hills, IL 60156
Part 167	18-25-280-019	8 Cypress Ct Lake In The Hills, IL 60156
Private Road	18-25-280-020	Country Club Drive Lake In The Hills, IL 60156
Private Road	18-25-280-021	Black Diamond Ct Lake In The Hills, IL 60156
Private Road	18-25-280-022	Torrey Pines Ct Lake In The Hills, IL 60156
Private Road	18-25-280-023	Cypress Ct Lake In The Hills, IL 60156
45	19-30-101-006	14 La Quinta Ct Lake In The Hills, IL 60156
46	19-30-101-007	13 La Quinta Ct Lake In The Hills, IL 60156
47	19-30-101-008	11 La Quinta Ct Lake In The Hills, IL 60156



## Boulder Ridge Fairway

Lot	PIN	Commonly known as (for informational purposes only)
48	19-30-101-009	9 La Quinta Ct Lake In The Hills, IL 60156
49	19-30-101-010	7 La Quinta Ct Lake In The Hills, IL 60156
50	19-30-101-011	5 La Quinta Ct Lake In The Hills, IL 60156
51	19-30-101-012	3 La Quinta Ct Lake In The Hills, IL 60156
52	19-30-101-013	1 La Quinta Ct Lake In The Hills, IL 60156
186	19-30-101-014	Common Area Lake In The Hills, IL 60156
53	19-30-101-015	430 Course Dr Lake In The Hills, IL 60156
54	19-30-101-016	420 Course Dr Lake In The Hills, IL 60156
55	19-30-101-017	410 Course Dr Lake In The Hills, IL 60156
56	19-30-101-018	400 Coarse Dr Lake In The Hills, IL 60156
57	19-30-101-019	531 Vintage Dr Lake In The Hills, IL 60156
58	19-30-101-020	521 Vintage Dr Lake In The Hills, IL 60156
59	19-30-101-021	511 Vintage Dr Lake In The Hills, IL 60156
60	19-30-101-022	501 Vintage Dr Lake In The Hills, IL 60156
61	19-30-101-023	491 Vintage Dr Lake In The Hills, IL 60156
62	19-30-101-024	480 Vintage Dr Lake In The Hills, IL 60156
63	19-30-101-025	470 Vintage Dr Lake In The Hills, IL 60156
64	19-30-101-026	460 Vintage Dr Lake In The Hills, IL 60156
65	19-30-101-027	450 Vintage Dr Lake In The Hills, IL 60156
66	19-30-101-028	440 Vintage Dr Lake In The Hills, IL 60156
71	19-30-101-031	12 Canterbury Ct Lake In The Hills, IL 60156
72	19-30-101-032	10 Canterbury Ct Lake In The Hills, IL 60156
73	19-30-101-033	8 Canterbury Ct Lake In The Hills, IL 60156
74	19-30-101-034	6 Canterbury Ct Lake In The Hills, IL 60156
75	19-30-101-035	4 Canterbury Ct Lake In The Hills, IL 60156
76	19-30-101-036	2 Canterbury Ct Lake In The Hills, IL 60156
188	19-30-101-037	Common Area Lake In The Hills, IL 60156
77	19-30-101-038	20 Riviera Ct Lake In The Hills, IL 60156
78	19-30-101-039	18 Riviera Ct Lake In The Hills, IL 60156
79	19-30-101-040	16 Riviera Ct Lake In The Hills, IL 60156
80	19-30-101-041	14 Riviera Ct Lake In The Hills, IL 60156
81	19-30-101-042	12 Riviera Ct Lake In The Hills, IL 60156
82	19-30-101-043	10 Riviera Ct Lake In The Hills, IL 60156
86	19-30-101-044	2 Riviera Ct Lake In The Hills, IL 60156
189	19-30-101-045	Common Area Lake In The Hills, IL 60156
85	19-30-101-046	4 Riviera Ct Lake In The Hills, IL 60156
84	19-30-101-047	6 Riviera Ct Lake In The Hills, IL 60156
83	19-30-101-048	8 Riviera Ct Lake In The Hills, IL 60156
68	19-30-101-049	420 Vintage Dr Lake In The Hills, IL 60156
67	19-30-101-058	430 Vintage Dr Lake In The Hills, IL 60156
Private Road	19-30-101-061	Canterbury Ct Lake In The Hills, IL 60156
Private Road	19-30-101-062	Riviera Ct Lake In The Hills, IL 60156
Part 44	19-30-102-001	12 La Quinta Ct Lake In The Hills, IL 60156
Part 43	19-30-102-002	10 La Quinta Ct Lake In The Hills, IL 60156
Part 42	19-30-102-003	8 La Quinta Ct Lake In The Hills, IL 60156
Part 41	19-30-102-004	6 La Quinta Ct Lake In The Hills, IL 60156
40	19-30-102-005	4 La Quinta Ct Lake In The Hills, IL 60156
Part 36	19-30-102-006	3 Castle Pines Ct Lake In The Hills, IL 60156
Part 37	19-30-102-007	1 Castle Pines Ct Lake In The Hills, IL 60156
Part 185	19-30-102-008	Common Area Lake In The Hills, IL 60156
38	19-30-102-009	480 Course Dr Lake In The Hills, IL 60156

## Boulder Ridge Fairway

Lot	PIN	Commonly known as (for informational purposes only)
39	19-30-102-010	2 La Quinta Ct Lake In The Hills, IL 60156
Private Road	19-30-102-011	La Quinta Ct Lake In The Hills, IL 60156
69	19-30-103-001	520 Vintage Dr Lake In The Hills, IL 60156
187	19-30-103-002	Common Area Lake In The Hills, IL 60156
70	19-30-103-003	530 Vintage Dr Lake In The Hills, IL 60156
Private Road	19-30-103-004	Vintage Dr Lake In The Hills, IL 60156
Part 137	19-30-104-001	2 Biltmore Ct Lake In The Hills, IL 60156
Part 139	19-30-104-003	8 Tamarisk Ct Lake In The Hills, IL 60156
Part 150	19-30-104-004	5 La Costa Ct Lake In The Hills, IL 60156
136	19-30-104-005	4 Biltmore Ct Lake In The Hills, IL 60156
135	19-30-104-006	6 Biltmore Ct Lake In The Hills, IL 60156
134	19-30-104-007	8 Biltmore Ct Lake In The Hills, IL 60156
133	19-30-104-008	10 Biltmore Ct Lake In The Hills, IL 60156
198	19-30-104-009	Common Area Lake In The Hills, IL 60156
132	19-30-104-010	2 El Dorado Ct Lake In The Hills, IL 60156
131	19-30-104-011	4 El Dorado Ct Lake In The Hills, IL 60156
130	19-30-104-012	6 El Dorado Ct Lake In The Hills, IL 60156
129	19-30-104-013	8 El Dorado Ct Lake In The Hills, IL 60156
128	19-30-104-014	10 El Dorado Ct Lake In The Hills, IL 60156
197	19-30-104-015	Common Area Lake In The Hills, IL 60156
151	19-30-104-016	3 La Costa Ct Lake In The Hills, IL 60156
152	19-30-104-017	1 La Costa Ct Lake In The Hills, IL 60156
196	19-30-104-018	Common Area Lake In The Hills, IL 60156
153	19-30-104-019	9 Medinah Ct Lake In The Hills, IL 60156
154	19-30-104-020	7 Medinah Ct Lake In The Hills, IL 60156
155	19-30-104-021	5 Medinah Ct Lake In The Hills, IL 60156
156	19-30-104-022	3 Medinah Ct Lake In The Hills, IL 60156
157	19-30-104-023	1 Medinah Ct Lake In The Hills, IL 60156
Private Road	19-30-104-024	Biltmore Ct Lake In The Hills, IL 60156
Private Road	19-30-104-025	Course Dr Lake In The Hills, IL 60156
Private Road	19-30-104-026	El Dorado Ct Lake In The Hills, IL 60156
Private Road	19-30-104-027	Medinah Ct Lake In The Hills, IL 60156
Private Road	19-30-104-028	La Costa Ct Lake In The Hills, IL 60156
Private Road	19-30-104-029	Country Club Drive Lake In The Hills, IL 60156
Part 165	19-30-153-001	12 Cypress Ct Lake In The Hills, IL 60156
Part 166	19-30-153-002	10 Cypress Ct Lake In The Hills, IL 60156
Part 167	19-30-153-004	8 Cypress Ct Lake In The Hills, IL 60156
201	19-30-153-005	Common Area Lake In The Hills, IL 60156
164	19-30-153-006	2 Greenbrier Ct Lake In The Hills, IL 60156
163	19-30-153-007	4 Greenbrier Ct Lake In The Hills, IL 60156
162	19-30-153-008	6 Greenbrier Ct Lake In The Hills, IL 60156
161	19-30-153-009	8 Greenbrier Ct Lake In The Hills, IL 60156
160	19-30-153-010	10 Greenbrier Ct Lake In The Hills, IL 60156
159	19-30-153-011	12 Greenbrier Ct Lake In The Hills, IL 60156
158	19-30-153-012	14 Greenbrier Ct Lake In The Hills, IL 60156
200	19-30-153-013	Common Area Lake In The Hills, IL 60156
127	19-30-153-014	291 Course Dr Lake In The Hills, IL 60156
126	19-30-153-015	281 Course Dr Lake In The Hills, IL 60156
125	19-30-153-016	271 Course Dr Lake In The Hills, IL 60156
124	19-30-153-017	261 Course Dr Lake In The Hills, IL 60156
123	19-30-153-018	251 Course Dr Lake In The Hills, IL 60156

## Boulder Ridge Fairway

Lot	PIN	Commonly known as (for informational purposes only)
122	19-30-153-019	241 Course Dr Lake In The Hills, IL 60156
195	19-30-153-020	Common Area Lake In The Hills, IL 60156
194	19-30-153-021	Common Area Lake In The Hills, IL 60156
121	19-30-153-022	231 Course Dr Lake In The Hills, IL 60156
120	19-30-153-023	221 Course Dr Lake In The Hills, IL 60156
119	19-30-153-024	1 Sun Valley Ct Lake In The Hills, IL 60156
118	19-30-153-025	3 Sun Valley Ct Lake In The Hills, IL 60156
117	19-30-153-026	5 Sun Valley Ct Lake In The Hills, IL 60156
116	19-30-153-027	7 Sun Valley Ct Lake In The Hills, IL 60156
115	19-30-153-028	9 Sun Valley Ct Lake In The Hills, IL 60156
114	19-30-153-029	11 Sun Valley Ct Lake In The Hills, IL 60156
113	19-30-153-030	191 Course Dr Lake In The Hills, IL 60156
112	19-30-153-031	181 Course Dr Lake In The Hills, IL 60156
193	19-30-153-032	Common Area Lake In The Hills, IL 60156
111	19-30-153-033	171 Course Dr Lake In The Hills, IL 60156
110	19-30-153-034	161 Course Dr Lake In The Hills, IL 60156
109	19-30-153-035	151 Course Dr Lake In The Hills, IL 60156
108	19-30-153-036	141 Course Dr Lake In The Hills, IL 60156
107	19-30-153-037	131 Course Dr Lake In The Hills, IL 60156
106	19-30-153-038	121 Course Dr Lake In The Hills, IL 60156
105	19-30-153-039	111 Course Dr Lake In The Hills, IL 60156
104	19-30-153-040	101 Course Dr Lake In The Hills, IL 60156
Private Road	19-30-153-044	Greenbrier Ct Lake In The Hills, IL 60156
Private Road	19-30-153-045	Sun Valley Ct Lake In The Hills, IL 60156
190	19-30-154-001	Common Area Lake In The Hills, IL 60156
87	19-30-154-002	250 Course Dr Lake In The Hills, IL 60156
88	19-30-154-003	240 Course Dr Lake In The Hills, IL 60156
89	19-30-154-004	230 Course Dr Lake In The Hills, IL 60156
90	19-30-154-005	220 Course Dr Lake In The Hills, IL 60156
91	19-30-154-006	210 Course Dr Lake In The Hills, IL 60156
92	19-30-154-007	200 Course Dr Lake In The Hills, IL 60156
93	19-30-154-008	190 Course Dr Lake In The Hills, IL 60156
94	19-30-154-009	180 Course Dr Lake In The Hills, IL 60156
191	19-30-154-010	Common Area Lake In The Hills, IL 60156
95	19-30-154-011	8 Olympic Ct Lake In The Hills, IL 60156
96	19-30-154-012	6 Olympic Ct Lake In The Hills, IL 60156
98	19-30-154-013	2 Olympic Ct Lake In The Hills, IL 60156
97	19-30-154-014	4 Olympic Ct Lake In The Hills, IL 60156
99	19-30-154-015	140 Course Dr Lake In The Hills, IL 60156
100	19-30-154-016	130 Course Dr Lake In The Hills, IL 60156
101	19-30-154-017	120 Course Dr Lake In The Hills, IL 60156
192	19-30-154-018	Common Area Lake In The Hills, IL 60156
103	19-30-154-019	100 Course Dr Lake In The Hills, IL 60156
102	19-30-154-020	110 Course Dr Lake In The Hills, IL 60156
Private Road	19-30-154-021	Olympic Ct Lake In The Hills, IL 60156

## Greens of Boulder Ridge

**Legal:** Lots 1 through 179 both inclusive and the Private Streets in The Greens at Boulder Ridge, being a Subdivision of part of the Southeast quarter of Section 24, Township 43 North, Range 7, East of the Third Principal Meridian, and part of the Southwest quarter of Section 19, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded December 27, 1994 as Document #94R70732, in McHenry County, Illinois.

Lot	PIN	Commonly known as (for informational purposes only)
1	18-24-428-001	1 Point O Woods Ct Lake In The Hills, IL
2	18-24-428-002	3 Point O Woods Ct Lake In The Hills, IL
3	18-24-428-003	5 Point O Woods Ct Lake In The Hills, IL
4	18-24-428-004	7 Point O Woods Ct Lake In The Hills, IL
5	18-24-428-005	9 Point O Woods Ct Lake In The Hills, IL
6	18-24-428-006	12 Point O Woods Ct Lake In The Hills, IL
7	18-24-428-035	10 Point O Woods Ct Lake In The Hills, IL
8	18-24-428-008	8 Point O Woods Ct Lake In The Hills, IL
9	18-24-428-009	6 Point O Woods Ct Lake In The Hills, IL
10	18-24-428-010	4 Point O Woods Ct Lake In The Hills, IL
11	18-24-428-011	2 Point O Woods Ct Lake In The Hills, IL
19	19-19-302-009	1 Sherwood Ct Lake In The Hills, IL
21	18-24-428-020	5 Sherwood Ct Lake In The Hills, IL
22	18-24-428-021	7 Sherwood Ct Lake In The Hills, IL
23	18-24-428-022	9 Sherwood Ct Lake In The Hills, IL
24	18-24-428-023	10 Sherwood Ct Lake In The Hills, IL
25	18-24-428-024	8 Sherwood Ct Lake In The Hills, IL
26	18-24-428-025	6 Sherwood Ct Lake In The Hills, IL
28	19-19-305-002	2 Sherwood Ct Lake In The Hills, IL
29	19-19-305-003	1 Shadow Creek Ct Lake In The Hills, IL
31	18-24-428-028	5 Shadow Creek Ct Lake In The Hills, IL
32	18-24-428-029	7 Shadow Creek Ct Lake In The Hills, IL
33	18-24-428-030	9 Shadow Creek Ct Lake In The Hills, IL
34	18-24-428-031	10 Shadow Creek Ct Lake In The Hills, IL
35	18-24-428-032	8 Shadow Creek Ct Lake In The Hills, IL
36	18-24-428-033	6 Shadow Creek Ct Lake In The Hills, IL
38	19-19-306-002	2 Shadow Creek Ct Lake In The Hills, IL
39	19-19-351-007	601 Long Cove Dr Lake In The Hills, IL
40	19-19-351-009	603 Long Cove Dr Lake In The Hills, IL
42	18-24-477-002	607 Long Cove Dr Lake In The Hills, IL
43	18-24-477-003	609 Long Cove Dr Lake In The Hills, IL
44	18-24-477-004	611 Long Cove Dr Lake In The Hills, IL
45	18-24-477-005	610 Long Cove Dr Lake In The Hills, IL
46	18-24-477-006	608 Long Cove Dr Lake In The Hills, IL
47	18-24-477-007	606 Long Cove Dr Lake In The Hills, IL
49	19-19-352-002	1 Long Cove Ct Lake In The Hills, IL
50	19-19-352-003	3 Long Cove Ct Lake In The Hills, IL
51	19-19-352-004	6 Long Cove Ct Lake In The Hills, IL
52	19-19-352-005	4 Long Cove Ct Lake In The Hills, IL
53	19-19-352-006	2 Long Cove Ct Lake In The Hills, IL
54	19-19-352-045	600 Long Cove Dr Lake In The Hills, IL
56	19-19-352-009	4 Twelve Lakes Ct Lake In The Hills, IL
57	19-19-352-010	6 Twelve Lakes Ct Lake In The Hills, IL
58	19-19-352-011	8 Twelve Lakes Ct Lake In The Hills, IL
59	19-19-352-012	10 Twelve Lakes Ct Lake In The Hills, IL
60	19-19-301-025	1 Barton Creek Ct Lake In The Hills, IL
60	19-19-352-013	12 Twelve Lakes Ct Lake In The Hills, IL

## Greens of Boulder Ridge

Lot	PIN	Commonly known as (for informational purposes only)
61	19-19-301-024	1163 Ridgewood Cir Lake In The Hills, IL
61	19-19-352-014	14 Twelve Lakes Ct Lake In The Hills, IL
62	19-19-301-023	1161 Ridgewood Cir Lake In The Hills, IL
62	19-19-352-015	16 Twelve Lakes Ct Lake In The Hills, IL
63	19-19-301-022	1159 Ridgewood Cir Lake In The Hills, IL
63	19-19-352-016	9 Twelve Lakes Ct Lake In The Hills, IL
64	19-19-301-021	2 Valhalla Ct Lake In The Hills, IL
64	19-19-352-017	7 Twelve Lakes Ct Lake In The Hills, IL
65	19-19-301-020	4 Valhalla Ct Lake In The Hills, IL
65	19-19-352-018	5 Twelve Lakes Ct Lake In The Hills, IL
66	19-19-352-019	3 Twelve Lakes Ct Lake In The Hills, IL
69	19-19-352-022	1167 Ridgewood Cir Lake In The Hills, IL
70	19-19-352-023	520 Barton Creek Dr Lake In The Hills, IL
71	19-19-352-024	518 Barton Creek Dr Lake In The Hills, IL
72	19-19-352-042	516 Barton Creek Dr Lake In The Hills, IL
74	19-19-352-027	512 Barton Creek Dr Lake In The Hills, IL
75	19-19-352-028	510 Barton Creek Dr Lake In The Hills, IL
76	19-19-352-029	508 Barton Creek Dr Lake In The Hills, IL
77	19-19-352-030	506 Barton Creek Dr Lake In The Hills, IL
78	19-19-352-031	504 Barton Creek Dr Lake In The Hills, IL
79	19-19-352-032	502 Barton Creek Dr Lake In The Hills, IL
80	19-19-352-033	501 Barton Creek Dr Lake In The Hills, IL
81	19-19-352-034	503 Barton Creek Dr Lake In The Hills, IL
82	19-19-352-035	505 Barton Creek Dr Lake In The Hills, IL
83	19-19-301-032	2 Barton Creek Ct Lake In The Hills, IL
84	19-19-301-031	4 Barton Creek Ct Lake In The Hills, IL
85	19-19-301-030	6 Barton Creek Ct Lake In The Hills, IL
86	19-19-301-029	9 Barton Creek Ct Lake In The Hills, IL
87	19-19-301-028	7 Barton Creek Ct Lake In The Hills, IL
88	19-19-301-027	5 Barton Creek Ct Lake In The Hills, IL
89	19-19-301-026	3 Barton Creek Ct Lake In The Hills, IL
96	19-19-301-019	6 Valhalla Ct Lake In The Hills, IL
97	19-19-301-018	8 Valhalla Ct Lake In The Hills, IL
98	19-19-301-017	5 Valhalla Ct Lake In The Hills, IL
99	19-19-301-033	1 Valhalla Ct Lake In The Hills, IL
100	19-19-301-034	3 Valhalla Ct Lake In The Hills, IL
101	19-19-301-014	2 Coghill Ct Algonquin, IL
102	19-19-301-013	4 Coghill Ct Lake In The Hills, IL
103	19-19-301-012	3 Coghill Ct Lake In The Hills, IL
104	19-19-301-011	1 Coghill Ct Lake In The Hills, IL
105	19-19-301-010	2 Crystal Downs Ct Lake In The Hills, IL
106	19-19-301-009	4 Crystal Downs Ct Lake In The Hills, IL
107	19-19-301-008	6 Crystal Downs Ct Lake In The Hills, IL
108	19-19-301-007	7 Crystal Downs Ct Lake In The Hills, IL
109	19-19-301-006	5 Crystal Downs Ct Lake In The Hills, IL
110	19-19-301-005	3 Crystal Downs Ct Lake In The Hills, IL
111	19-19-301-004	1 Crystal Downs Ct Lake In The Hills, IL
112	19-19-301-003	1145 Ridgewood Cir Lake In The Hills, IL
113	19-19-301-002	1143 Ridgewood Cir Lake In The Hills, IL
114	19-19-303-009	1144 Ridgewood Cir Lake In The Hills, IL
115	19-19-303-010	1146 Ridgewood Cir Lake In The Hills, IL
116	19-19-303-011	1148 Ridgewood Cir Lake In The Hills, IL

## Greens of Boulder Ridge

Lot	PIN	Commonly known as (for informational purposes only)
117	19-19-303-012	1150 Ridgewood Cir Lake In The Hills, IL
118	19-19-303-013	1152 Ridgewood Cir Lake In The Hills, IL
119	19-19-303-014	1154 Ridgewood Cir Lake In The Hills, IL
120	19-19-303-015	1156 Ridgewood Cir Lake In The Hills, IL
121	19-19-303-016	1158 Ridgewood Cir Lake In The Hills, IL
122	19-19-303-017	521 Camargo Club Dr Lake In The Hills, IL
123	19-19-304-009	522 Camargo Club Dr Lake In The Hills, IL
124	19-19-304-010	1 Shoal Creek Ct Lake In The Hills, IL
125	19-19-304-011	3 Shoal Creek Ct Lake In The Hills, IL
126	19-19-304-012	5 Shoal Creek Ct Lake In The Hills, IL
127	19-19-304-013	7 Shoal Creek Ct Lake In The Hills, IL
128	19-19-304-014	9 Shoal Creek Ct Lake In The Hills, IL
129	19-19-304-015	11 Shoal Creek Ct Lake In The Hills, IL
130	19-19-304-029	10 Shoal Creek Ct Lake In The Hills, IL
131	19-19-304-028	8 Shoal Creek Ct Lake In The Hills, IL
132	19-19-304-027	6 Shoal Creek Ct Lake In The Hills, IL
133	19-19-304-026	4 Shoal Creek Ct Lake In The Hills, IL
134	19-19-304-025	2 Shoal Creek Ct Lake In The Hills, IL
135	19-19-304-024	1168 Ridgewood Cir Lake In The Hills, IL
136	19-19-304-023	1170 Ridgewood Cir Lake In The Hills, IL
137	19-19-304-022	1172 Ridgewood Cir Lake In The Hills, IL
138	19-19-304-021	1174 Ridgewood Cir Lake In The Hills, IL
139	19-19-304-020	1176 Ridgewood Cir Lake In The Hills, IL
140	19-19-304-019	1178 Ridgewood Cir Lake In The Hills, IL
141	19-19-304-018	1180 Ridgewood Cir Lake In The Hills, IL
142	19-19-304-017	1182 Ridgewood Cir Lake In The Hills, IL
143	19-19-304-016	1184 Ridgewood Cir Lake In The Hills, IL
144	19-19-304-001	538 Camargo Club Dr Lake In The Hills, IL
145	19-19-304-002	536 Camargo Club Dr Lake In The Hills, IL
146	19-19-304-003	534 Camargo Club Dr Lake In The Hills, IL
147	19-19-304-004	532 Camargo Club Dr Lake In The Hills, IL
148	19-19-304-005	530 Camargo Club Dr Lake In The Hills, IL
149	19-19-304-006	528 Camargo Club Dr Lake In The Hills, IL
150	19-19-304-007	526 Camargo Club Dr Lake In The Hills, IL
151	19-19-304-008	524 Camargo Club Dr Lake In The Hills, IL
152	19-19-303-018	523 Camargo Club Dr Lake In The Hills, IL
153	19-19-303-019	525 Camargo Club Dr Lake In The Hills, IL
154	19-19-303-020	527 Camargo Club Dr Lake In The Hills, IL
155	19-19-303-021	529 Camargo Club Dr Lake In The Hills, IL
156	19-19-303-022	2 Laurel Valley Ct Lake In The Hills, IL
157	19-19-303-023	4 Laurel Valley Ct Lake In The Hills, IL
158	19-19-303-024	6 Laurel Valley Ct Lake In The Hills, IL
159	19-19-303-025	8 Laurel Valley Ct Lake In The Hills, IL
160	19-19-303-026	10 Laurel Valley Ct Lake In The Hills, IL
161	19-19-303-027	9 Laurel Valley Ct Lake In The Hills, IL
162	19-19-303-028	7 Laurel Valley Ct Lake In The Hills, IL
163	19-19-303-029	5 Laurel Valley Ct Lake In The Hills, IL
164	19-19-303-030	3 Laurel Valley Ct Lake In The Hills, IL
165	19-19-303-031	1 Laurel Valley Ct Lake In The Hills, IL
166	19-19-303-032	1188 Ridgewood Cir Lake In The Hills, IL
167	19-19-303-033	1190 Ridgewood Cir Lake In The Hills, IL
168	19-19-303-034	1192 Ridgewood Cir Lake In The Hills, IL

## Greens of Boulder Ridge

Lot	PIN	Commonly known as (for informational purposes only)
169	19-19-303-035	1194 Ridgewood Cir Lake In The Hills, IL
170	19-19-303-036	1196 Ridgewood Cir Lake In The Hills, IL
171	19-19-303-001	1198 Ridgewood Cir Lake In The Hills, IL
172	19-19-303-002	1132 Ridgewood Cir Lake In The Hills, IL
173	19-19-303-003	1134 Ridgewood Cir Lake In The Hills, IL
174	19-19-303-004	1136 Ridgewood Cir Lake In The Hills, IL
175	19-19-303-005	1138 Ridgewood Cir Lake In The Hills, IL
176	19-19-303-006	1140 Ridgewood Cir Lake In The Hills, IL
177	19-19-303-007	1142 Ridgewood Cir Lake In The Hills, IL
178	19-19-303-008	Common Area Lake In The Hills, IL
Part 12	18-24-428-012	1199 Ridgewood Cir Lake In The Hills, IL
Part 12	19-19-302-001	1199 Ridgewood Cir Lake In The Hills, IL
Part 13	18-24-428-013	1197 Ridgewood Cir Lake In The Hills, IL
Part 13	19-19-302-002	1197 Ridgewood Cir Lake In The Hills, IL
Part 14	18-24-428-014	1195 Ridgewood Cr Lake In The Hills, IL
Part 14	19-19-302-003	1195 Ridgewood Cir Lake In The Hills, IL
Part 15	18-24-428-015	1193 Ridgewood Cir Lake In The Hills, IL
Part 15	19-19-302-004	1193 Ridgewood Cir Lake In The Hills, IL
Part 16	18-24-428-036	1193 Ridgewood Cir Lake In The Hills, IL
Part 16	19-19-302-010	1193 Ridgewood Cir Lake In The Hills, IL
Part 17	18-24-428-037	1189 Ridgewood Cir Lake In The Hills, IL
Part 17	19-19-302-011	1189 Ridgewood Cir Lake In The Hills, IL
Part 179	18-24-427-001	Common Area Lake In The Hills, IL
Part 179	19-19-301-001	Common Area Lake In The Hills, IL
Part 18	18-24-428-018	1187 Ridgewood Cir Lake In The Hills, IL
Part 18	19-19-302-007	1187 Ridgewood Cir Lake In The Hills, IL
Part 20	18-24-428-019	3 Sherwood Ct Lake In The Hills, IL
Part 20	19-19-302-008	3 Sherwood Ct Lake In The Hills, IL
Part 27	18-24-428-026	4 Sherwood Ct Lake In The Hills, IL
Part 27	19-19-305-001	4 Sherwood Ct Lake In The Hills, IL
Part 30	18-24-428-027	3 Shadow Creek Ct Lake In The Hills, IL
Part 30	19-19-305-004	3 Shadow Creek Ct Lake In The Hills, IL
Part 37	18-24-428-034	4 Shadow Creek Ct Lake In The Hills, IL
Part 37	19-19-306-001	4 Shadow Creek Ct Lake In The Hills, IL
Part 41	18-24-477-001	605 Long Cove Dr Lake In The Hills, IL
Part 41	19-19-351-008	605 Long Cove Dr Lake In The Hills, IL
Part 48	18-24-477-008	604 Long Cove Dr Lake In The Hills, IL
Part 48	19-19-352-001	604 Long Cove Dr Lake In The Hills, IL
Part 55	19-19-352-008	2 Twelve Lakes Ct Lake In The Hills, IL
Part 55	19-19-352-040	2 Twelve Lakes Ct Lake In The Hills, IL
Part 67	19-19-352-020	1 Twelve Lakes Ct Lake In The Hills, IL
Part 67	19-19-352-039	1 Twelve Lakes Ct Lake In The Hills, IL
Part 68	19-19-352-021	1169 Ridgewood Cir Lake In The Hills, IL
Part 68	19-19-352-038	1169 Ridgewood Cir Lake In The Hills, IL
Part 73	19-19-352-026	514 Barton Creek Dr Lake In The Hills, IL
Part 73	19-19-352-036	514 Barton Creek Dr Lake In The Hills, IL
Street	18-24-428-038	Private Street Lake In The Hills, IL
Street	18-24-428-039	Private Street Lake In The Hills, IL
Street	18-24-428-040	Private Street Lake In The Hills, IL
Street	18-24-428-041	Private Street Lake In The Hills, IL
Street	18-24-477-009	Private Street Lake In The Hills, IL
Street	19-19-301-035	Private Street Lake In The Hills, IL

## Greens of Boulder Ridge

Lot	PIN	Commonly known as (for informational purposes only)
Street	19-19-301-036	Private Street Lake In The Hills, IL
Street	19-19-301-037	Private Street Lake In The Hills, IL
Street	19-19-301-038	Private Street Lake In The Hills, IL
Street	19-19-303-037	Private Street Lake In The Hills, IL
Street	19-19-303-038	Private Street Lake In The Hills, IL
Street	19-19-304-030	Private Street Lake In The Hills, IL
Street	19-19-304-031	Private Street Lake In The Hills, IL
Street	19-19-305-005	Private Street Lake In The Hills, IL
Street	19-19-306-003	Private Street Lake In The Hills, IL
Street	19-19-351-010	Private Street Lake In The Hills, IL
Street	19-19-351-011	Private Street Lake In The Hills, IL
Street	19-19-352-043	Private Street Lake In The Hills, IL
Street	19-19-352-044	Private Street Lake In The Hills, IL



# Boulder Ridge Country Club Estates

## Legal:

Lots 1 To 55, Lots 62 To 181 Both Inclusive, And All Of The Private Streets (Excepting Vacated Pebble Drive), All In Boulder Ridge Country Club Estates - Unit 1, Being A Subdivision Of Part Of The Southeast Quarter Of Section 24 And The Northeast Quarter Of Section 25, Township 43 North, Range 7 East Of The Third Principal Meridian, And Part Of The Northwest Quarter Of Section 30, Township 43 North, Range 8 East Of The Third Principal Meridian, According To The Plat Thereof Recorded October 26, 1989 As Document No. 89R036196 And Corrected By Certificate Of Correction Recorded November 27, 1989 As Document No. 89R040418:

## Also:

Lot 182 In Boulder Ridge Country Club Estates-Unit 2, Being A Subdivision Of Part Of The Northeast Quarter Of Section 25, Township 43 North, Range 7 East Of The Third Principal Meridian, According To The Plat Thereof Recorded March 1, 1990 As Document No. 90R007368.

Lot	PIN	Commonly known as (for informational purposes only)
148	18-24-401-001	1003 Marble Ct Lake In The Hills, IL
147	18-24-401-002	1005 Marble Ct Lake In The Hills, IL
146	18-24-401-003	1007 Mason Ln Lake In The Hills, IL
145	18-24-401-004	1009 Mason Ln Lake In The Hills, IL
144	18-24-401-005	1011 Mason Ln Lake In The Hills, IL
143	18-24-401-006	1013 Mason Ln Lake In The Hills, IL
142	18-24-401-007	1015 Mason Ln Lake In The Hills, IL
141	18-24-401-008	1017 Mason Ln Lake In The Hills, IL
140	18-24-401-009	1019 Mason Ln Lake In The Hills, IL
139	18-24-401-010	1021 Mason Ln Lake In The Hills, IL
149	18-24-401-011	1001 Marble Ct Lake In The Hills, IL
150	18-24-401-012	931 Mason Ln Lake In The Hills, IL
151	18-24-401-013	921 Mason Ln Lake In The Hills, IL
152	18-24-401-014	911 Mason Ln Lake In The Hills, IL
153	18-24-401-015	901 Mason Ln Lake In The Hills, IL
154	18-24-401-016	841 Mason Ln Lake In The Hills, IL
155	18-24-401-017	831 Mason Ln Lake In The Hills, IL
156	18-24-401-018	821 Mason Ln Lake In The Hills, IL
157	18-24-401-019	811 Mason Ln Lake In The Hills, IL
158	18-24-401-020	801 Mason Ln Lake In The Hills, IL
159	18-24-401-021	741 Mason Ln Lake In The Hills, IL
Street	18-24-401-022	Private Street Lake In The Hills, IL
133	18-24-402-001	1000 Mason Ln Lake In The Hills, IL
134	18-24-402-002	1010 Mason Ln Lake In The Hills, IL
135	18-24-402-003	1012 Mason Ln Lake In The Hills, IL
136	18-24-402-004	1014 Mason Ln Lake In The Hills, IL
137	18-24-402-005	1016 Mason Ln Lake In The Hills, IL
138	18-24-402-006	1018 Mason Ln Lake In The Hills, IL
132	18-24-402-007	930 Mason Ln Lake In The Hills, IL
131	18-24-402-008	920 Mason Ln Lake In The Hills, IL
130	18-24-402-009	910 Mason Ln Lake In The Hills, IL
129	18-24-402-010	900 Mason Ln Lake In The Hills, IL
128	18-24-402-011	830 Mason Ln Lake In The Hills, IL
127	18-24-402-012	820 Mason Ln Lake In The Hills, IL
126	18-24-402-013	810 Mason Ln Lake In The Hills, IL
125	18-24-402-014	800 Mason Ln Lake In The Hills, IL
124	18-24-402-015	730 Mason Ln Lake In The Hills, IL
160	18-24-451-001	731 Mason Ln Lake In The Hills, IL
161	18-24-451-002	721 Mason Ln Lake In The Hills, IL
162	18-24-451-003	711 Mason Ln Lake In The Hills, IL

## Boulder Ridge Country Club Estates

Lot	PIN	Commonly known as (for informational purposes only)
163	18-24-451-004	701 Mason Ln Lake In The Hills, IL
164	18-24-451-005	641 Mason Ln Lake In The Hills, IL
165	18-24-451-006	631 Mason Ln Lake In The Hills, IL
166	18-24-451-007	621 Mason Ln Lake In The Hills, IL
167	18-24-451-008	611 Mason Ln Lake In The Hills, IL
170	18-24-451-011	531 Mason Ln Lake In The Hills, IL
171	18-24-451-012	521 Mason Ln Lake In The Hills, IL
168 & 169	18-24-451-013	601 Mason Ln Lake In The Hills, IL
123	18-24-452-001	720 Mason Ln Lake In The Hills, IL
122	18-24-452-002	710 Mason Ln Lake In The Hills, IL
121	18-24-452-003	708 Granite Ct Lake In The Hills, IL
120	18-24-452-004	706 Granite Ct Lake In The Hills, IL
119	18-24-452-005	704 Granite Ct Lake In The Hills, IL
118	18-24-452-006	702 Granite Ct Lake In The Hills, IL
117	18-24-452-007	700 Granite Ct Lake In The Hills, IL
116	18-24-452-008	630 Mason Ln Lake In The Hills, IL
115	18-24-452-009	620 Mason Ln Lake In The Hills, IL
114	18-24-452-010	610 Mason Ln Lake In The Hills, IL
113	18-24-452-011	600 Mason Ln Lake In The Hills, IL
112	18-24-452-012	540 Mason Ln Lake In The Hills, IL
111	18-24-452-013	530 Mason Ln Lake In The Hills, IL
110	18-24-452-014	520 Mason Ln Lake In The Hills, IL
Street	18-24-452-015	Private Street Lake In The Hills, IL
Street	18-24-452-016	Private Street Lake In The Hills, IL
180	18-25-201-001	435 Ridge Ct Lake In The Hills, IL
181	18-25-201-002	431 Ridge Ct Lake In The Hills, IL
179	18-25-201-003	435 Ridge Ct Lake In The Hills, IL
178	18-25-201-004	440 Ridge Ct Lake In The Hills, IL
177	18-25-201-005	430 Ridge Ct Lake In The Hills, IL
172	18-25-201-006	511 Mason Ln Lake In The Hills, IL
173	18-25-201-007	501 Mason Ln Lake In The Hills, IL
174	18-25-201-008	421 Mason Ln Lake In The Hills, IL
175	18-25-201-009	411 Mason Ln Lake In The Hills, IL
176	18-25-201-010	401 Mason Ln Lake In The Hills, IL
Street	18-25-201-011	Private Street Lake In The Hills, IL
109	18-25-202-001	510 Mason Ln Lake In The Hills, IL
108	18-25-202-002	500 Mason Ln Lake In The Hills, IL
107	18-25-202-003	430 Mason Ln Lake In The Hills, IL
106	18-25-202-004	420 Mason Ln Lake In The Hills, IL
105	18-25-202-005	410 Mason Ln Lake In The Hills, IL
84	18-25-202-007	330 Boulder Dr Lake In The Hills, IL
83	18-25-202-008	320 Boulder Dr Lake In The Hills, IL
82	18-25-202-009	310 Boulder Dr Lake In The Hills, IL
81	18-25-202-010	300 Boulder Dr Lake In The Hills, IL
80	18-25-202-011	260 Boulder Dr Lake In The Hills, IL
79	18-25-202-012	250 Boulder Dr Lake In The Hills, IL
104	18-25-202-013	400 Boulder Dr Lake In The Hills, IL
Street	18-25-202-014	Private Street Lake In The Hills, IL
1	18-25-203-001	421 Ridge Ln Lake In The Hills, IL
2	18-25-203-002	411 Ridge Ln Lake In The Hills, IL
3	18-25-203-003	401 Ridge Ln Lake In The Hills, IL
4	18-25-203-004	341 Ridge Ln Lake In The Hills, IL

## Boulder Ridge Country Club Estates

Lot	PIN	Commonly known as (for informational purposes only)
5	18-25-203-005	331 Ridge Ln Lake In The Hills, IL
6	18-25-203-006	321 Ridge Ln Lake In The Hills, IL
7	18-25-203-007	311 Ridge Ln Lake In The Hills, IL
8	18-25-203-008	301 Ridge Ln Lake In The Hills, IL
9	18-25-203-009	211 Ridge Ln Lake In The Hills, IL
10	18-25-203-010	201 Ridge Ln Lake In The Hills, IL
Street	18-25-203-011	Private Street Lake In The Hills, IL
90	18-25-204-001	421 Boulder Dr Lake In The Hills, IL
91	18-25-204-002	410 Ridge Ln Lake In The Hills, IL
92	18-25-204-003	400 Ridge Ln Lake In The Hills, IL
93	18-25-204-004	320 Ridge Ln Lake In The Hills, IL
94	18-25-204-005	310 Ridge Ln Lake In The Hills, IL
95	18-25-204-006	300 Ridge Ln Lake In The Hills, IL
96	18-25-204-007	210 Ridge Ln Lake In The Hills, IL
97	18-25-204-008	231 Boulder Dr Lake In The Hills, IL
100	18-25-204-009	305 Cobblestone Ct Lake In The Hills, IL
99	18-25-204-010	303 Cobblestone Ct Lake In The Hills, IL
98	18-25-204-011	301 Cobblestone Ct Lake In The Hills, IL
101	18-25-204-012	304 Cobblestone Ct Lake In The Hills, IL
102	18-25-204-013	302 Cobblestone Ct Lake In The Hills, IL
103	18-25-204-014	300 Cobblestone Lake In The Hills, IL
89	18-25-204-015	411 Boulder Dr Lake In The Hills, IL
88	18-25-204-016	341 Boulder Dr Lake In The Hills, IL
87	18-25-204-017	331 Boulder Dr Lake In The Hills, IL
86	18-25-204-018	321 Boulder Dr Lake In The Hills, IL
85	18-25-204-019	311 Boulder Dr Lake In The Hills, IL
Street	18-25-204-020	Private Street Lake In The Hills, IL
11	18-25-251-001	211 Boulder Dr Lake In The Hills, IL
12	18-25-251-002	201 Boulder Dr Lake In The Hills, IL
13	18-25-251-003	137 Boulder Dr Lake In The Hills, IL
14	18-25-251-004	135 Boulder Dr Lake In The Hills, IL
15	18-25-251-005	133 Boulder Dr Lake In The Hills, IL
16	18-25-251-006	131 Boulder Dr Lake In The Hills, IL
17	18-25-251-007	129 Boulder Dr Lake In The Hills, IL
18	18-25-251-008	127 Boulder Dr Lake In The Hills, IL
19	18-25-251-009	125 Boulder Dr Lake In The Hills, IL
20	18-25-251-010	123 Boulder Dr Lake In The Hills, IL
21	18-25-251-011	121 Boulder Dr Lake In The Hills, IL
22	18-25-251-012	119 Boulder Dr Lake In The Hills, IL
23	18-25-251-013	117 Boulder Dr Lake In The Hills, IL
24	18-25-251-014	115 Boulder Dr Lake In The Hills, IL
25	18-25-251-015	113 Boulder Dr Lake In The Hills, IL
Street	18-25-251-017	Private Street Lake In The Hills, IL
78	18-25-252-001	240 Boulder Dr Lake In The Hills, IL
77	18-25-252-002	230 Boulder Dr Lake In The Hills, IL
76	18-25-252-003	220 Boulder Dr Lake In The Hills, IL
75	18-25-252-004	210 Boulder Dr Lake In The Hills, IL
74	18-25-252-005	200 Boulder Dr Lake In The Hills, IL
73	18-25-252-006	134 Boulder Dr Lake In The Hills, IL
72	18-25-252-007	132 Boulder Dr Lake In The Hills, IL
70	18-25-252-009	122 Boulder Dr Lake In The Hills, IL
69	18-25-252-010	120 Boulder Dr Lake In The Hills, IL

## Boulder Ridge Country Club Estates

Lot	PIN	Commonly known as (for informational purposes only)
68	18-25-252-011	118 Boulder Dr Lake In The Hills, IL
67	18-25-252-012	116 Boulder Dr Lake In The Hills, IL
66	18-25-252-013	114 Boulder Dr Lake In The Hills, IL
71 & 182	18-25-252-015	126 Boulder Dr Lake In The Hills, IL
65	18-25-276-001	112 Boulder Dr Lake In The Hills, IL
64	18-25-276-002	110 Boulder Dr Lake In The Hills, IL
63	18-25-276-003	Boulder Dr Lake In The Hills, IL
62	18-25-276-004	106 Boulder Dr Lake In The Hills, IL
F/K/A 61	18-25-276-011	Common Area Lake In The Hills, IL
26	18-25-277-001	111 Boulder Dr Lake In The Hills, IL
27	18-25-277-002	109 Boulder Dr Lake In The Hills, IL
28	18-25-277-003	107 Boulder Dr Lake In The Hills, IL
29	18-25-277-004	105 Boulder Dr Lake In The Hills, IL
30	18-25-277-005	Boulder Dr Lake In The Hills, IL
31	18-25-277-006	101 Boulder Dr Lake In The Hills, IL
55	18-25-278-001	3521 Sandstone Ct Lake In The Hills, IL
54	18-25-278-002	3511 Sandstone Ct Lake In The Hills, IL
53	18-25-278-003	3501 Sandstone Ct Lake In The Hills, IL
52	18-25-278-004	3431 Sandstone Ct Lake In The Hills, IL
Part 51	18-25-278-005	3421 Sandstone Ct Lake In The Hills, IL
33	18-25-279-002	3530 Sandstone Ct Lake In The Hills, IL
34	18-25-279-003	3520 Sandstone Ct Lake In The Hills, IL
35	18-25-279-004	3510 Sandstone Ct Lake In The Hills, IL
36	18-25-279-005	3500 Sandstone Ct Lake In The Hills, IL
Part 37	18-25-279-007	3440 Sandstone Ct Lake In The Hills, IL
Part 38	18-25-279-008	3430 Sandstone Ct Lake In The Hills, IL
Part 39	18-25-279-009	3420 Sandstone Ct Lake In The Hills, IL
32	18-25-279-010	3540 Sandstone Ct Lake In The Hills, IL
Street	18-25-279-011	Private Street Lake In The Hills, IL
Part 51	19-30-151-002	3421 Sandstone Ct Lake In The Hills, IL
50	19-30-151-003	3411 Sandstone Ct Lake In The Hills, IL
49	19-30-151-004	3401 Sandstone Ct Lake In The Hills, IL
48	19-30-151-005	3351 Sandstone Ct Lake In The Hills, IL
47	19-30-151-006	3341 Sandstone Ct Lake In The Hills, IL
46	19-30-151-007	3331 Sandstone Ct Lake In The Hills, IL
45	19-30-151-008	3321 Sandstone Ct Lake In The Hills, IL
44	19-30-151-009	3311 Sandstone Ct Lake In The Hills, IL
43	19-30-151-010	3301 Sandstone Ct Lake In The Hills, IL
40	19-30-152-003	3340 Sandstone Ct Lake In The Hills, IL
41	19-30-152-004	3320 Sandstone Ct Lake In The Hills, IL
42	19-30-152-005	3310 Sandstone Lake In The Hills, IL
Part 39	19-30-152-006	3420 Sandstone Ct Lake In The Hills, IL
Part 38	19-30-152-007	3430 Sandstone Ct Lake In The Hills, IL
Part 37	19-32-152-008	3440 Sandstone Ct Lake In The Hills, IL
Street	19-30-152-009	Private Street Lake In The Hills, IL

**Exhibit B**

**SECOND AMENDED AND RESTATED BYLAWS**

**OF**

**BOULDER RIDGE CLUB  
PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE 1**

**NAME, LOCATION, MEMBERSHIP, APPLICABILITY**

Section 1.1 Name. The name of this Association shall be BOULDER RIDGE PROPERTY OWNERS' ASSOCIATION, (hereinafter referred to as the "Association"), an Illinois not for profit corporation.

Section 1.2 Registered Office and Agent. The Association shall maintain a registered office and shall have a registered agent whose business office is identical with such registered office. The Association may have offices at such place or places within reasonable proximity to the Development (as hereinafter defined) as the Board of Directors may from time to time designate.

Section 1.3 Applicability. These Bylaws provide for the self-government of the Association in accordance with and subject to the provisions of the Articles of Incorporation, the Illinois General Not For Profit Corporation Act and that certain Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Boulder Ridge Property which shall be recorded in the Office of Deeds of McHenry County, Illinois, as amended from time to time (the "Declaration").

Section 1.4 Definitions. Unless the context otherwise requires, the terms used in these Bylaws and the Articles of Incorporation shall have the following meanings.

(a) Association shall mean and refer to Boulder Ridge Property Owners' Association, an Illinois not for profit corporation, and its successors.

(b) Board or Board of Directors shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(c) Declaration shall mean and refer to that document and all amendments thereof which shall be recorded in the Office of the Recorder of Deeds of McHenry County, Illinois, as amended from time to time.

(d) Development, with an initial capital letter, shall mean and refer to the Property and all improvements located or constructed thereon, and any portion of the Additional Property (all as defined in the Declaration) submitted to the Declaration pursuant to 2.02 of the Declaration.

(e) Lot shall be deemed to mean a "Lot" as defined in the Declaration and a Dwelling shall be deemed to mean a "Dwelling" as defined in the Declaration.

(f) Mortgage, with an initial capital letter, shall mean and refer to a deed of trust, mortgage, installment land sales contract or other similar security instrument granting, creating, or conveying a lien upon, a security interest in a Lot or Dwelling Unit(as such terms are defined in the Declaration).

(g) Owner shall mean any person that is the record owner of any Lot or Dwelling.

(h) Person shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

Other terms shall have their natural meanings or the meanings given in the Declaration, the Articles of Incorporation, or the Illinois General Not For Profit Corporation Act.

## ARTICLE 2

### MEMBERSHIP AND VOTING RIGHTS

Section 2.1 Membership. Every person who is the record owner of a fee or undivided fee interest in any Lot or Dwelling shall be a member of the Association, excluding persons who hold such interest under a mortgage or merely as security for the performance of an obligation. If a Lot or Dwelling is owned by more than one person and if only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Lot or Dwelling; provided, however, if more than one of those persons is present, the vote appertaining thereto shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot or Dwelling without protest being made forthwith by any of the others to the person presiding over the meeting.

Section 2.2 Voting Rights. The Association shall have one class of voting membership which shall consist of all Owners. The Owners shall be entitled to one vote for each Lot or Dwelling, in which they hold the interest required for membership by

Section 2.1 of these Bylaws, provided, however, that no vote shall be deemed to appertain to any Lot during the period that the Owner thereof is the Association. The vote attributable to a Lot or Dwelling shall be exercised as a whole. When more than one person or a person other than a natural person owns such interest in any Lot or Dwelling, the vote therefor shall be exercised in accordance with the provisions of Section 2.1 of these Bylaws. The vote of any Owner not a natural person or persona shall be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner.

Section 2.3 Suspension of Voting Rights. During any period in which an Owner shall be in default for more than thirty (30) days in the payment of any annual or special assessment or other charge levied by the Association, after at least ten (10) days prior written notice to such Owner of such default, the voting rights attributable to such Lot or Dwelling may be suspended by the Board of Directors until such assessment or charge has been paid. Such rights may also be suspended for a reasonable period for a violation of any provisions of the Declaration, these Bylaws or any of the published rules and regulations of the Association.

### ARTICLE 3

#### MEETINGS, QUORUM, VOTING, PROXIES

Section 3.1 Place of Meeting. Membership meetings of the Association shall be held at the Development or at such other suitable place convenient to the members as may be designated in the notice thereof by the Board of Directors.

Section 3.2 Annual Meeting. Annual meetings of the membership of the Association shall be held on the first Monday in June of each year if not a legal holiday; and, if such is a legal holiday, then on the next following day not a legal holiday. Notwithstanding the foregoing, the Board of Directors may cause the annual meeting of Owners to be on such other date in any year as they shall determine to be in the best interests of the Association, and any business transacted at said meeting shall have the same validity as if transacted on the day designated herein. At the annual meeting, comprehensive reports of the affairs, finances and budget projections of the Association shall be made to the Owners.

Section 3.3 Special Meetings. The Secretary of the Association shall be required to call a special meeting of the members so directed by the President of the Association or upon the resolution of a majority of the Board of Directors or a petition signed by Owners entitled to cast not less than one-half (1/2) of the votes of the Association presented to the Secretary of the Association.

Section 3.4 Notice of Meetings. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special membership meeting, stating the place, date, hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Such notice shall be delivered personally or

sent by United States Mail, postage prepaid, to all Owners of record at such address or addresses as any of them may have designated, or if no address has been so designated, at the address of their respective Lots or Dwellings. Notice shall be delivered to each Owner not less than five (5) nor more than sixty (60) days before the date of the meeting. The mailing of a notice in the manner provided in this Section 3.4 shall be considered notice given. Upon request, any institutional holder of a first mortgage shall be entitled to and shall be sent written notice of all meetings and shall be permitted to designate a representative to attend and observe any such meeting. Any Owner (or any mortgagee of any Owner entitled to notice) may waive the notice of the meeting by doing so in writing before or after the meeting. Attendance at a meeting, either in person or by proxy, shall of itself constitute a waiver of notice and waiver of any and all objections to the place or time of the meeting or the manner in which it has been called or convened, unless a member or other Person entitled to notice attends such meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote. A recitation in the minutes of any membership meeting that notice of such meeting was properly given shall be prima facie evidence that such notice was so given.

Section 3.5 **Order of Business.** The order of business at all annual membership meetings shall be as follows:

- a. Roll call and certification of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers, if any.
- e. Reports of committees, if any.
- f. Election or appointment of inspectors of election.
- g. Unfinished business.
- h. New business.

Section 3.6 **Quorum.** At all membership meetings, annual or special, a quorum shall be deemed present throughout any meeting until adjourned if Owners entitled to cast a majority of the votes of the Association are present in person or by proxy. For purposes of these Bylaws, "majority" shall mean more than fifty percent (50%). No Owner whose voting rights have been suspended pursuant to Section 2.3 of these Bylaws shall be counted for a quorum.

Section 3.7 **Adjourned Meetings.** Any meeting of the membership which cannot be organized because a quorum has not attended may be adjourned from time to time by the vote of a majority of the Owners present in person or represented by proxy. When any membership meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as aforesaid, it shall not be necessary to give any notice of an



adjournment or of the business to be transacted at any adjourned meeting, other than by an announcement at the meeting at which such adjournment is taken.

Section 3.8 Proxy. The vote of any Owner may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner delivered to the Secretary of the Association. No such proxy shall be revocable except by written notice delivered to the Secretary of the Association by the Owner. Any proxy shall be void if it is not dated or if it purports to be revocable without notice as aforesaid. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. The transfer of title to any Lot or Dwelling shall void any outstanding proxy pertaining to the voting rights appurtenant to that Lot or Dwelling. The presence of any Owner at the meeting for which a proxy is given shall automatically revoke the proxy.

Section 3.9 Action Taken by Association. Except as otherwise provided by the Declaration or these Bylaws, any action taken at any meeting of members shall be effective and valid if taken or authorized by not less than a majority of all of the votes taken thereon to which all of the members present in person or by proxy at a duly constituted meeting shall be entitled.

Section 3.10 Action by Association Without Meeting. Any action which may be taken at a meeting of the members may be taken without a meeting if written approval and consent, setting forth the action authorized, shall be signed by each of the members entitled to vote on the date on which the last such member signs such approval and consent and upon the filing of such approval and consent with the Secretary of the Association.

Such approval and consent so filed shall have the same effect as the unanimous vote of the members at the special meeting called for the purpose of considering the action authorized.

#### **ARTICLE 4**

#### **BOARD OF DIRECTORS, NUMBER, POWERS, MEETINGS**

Section 4.1 Number. The affairs of the Association shall be governed by a Board of Directors, composed of at least three (3), but no more than five (5), persons. Except as otherwise provided herein, each Director shall serve for a term of two (2) years. Directors must be Owners of a Lot or Dwelling, or their spouses at all times during their service as Directors; provided, however, that no Owner and his or her spouse may serve on the Board at the same time; end, provided further, that the term "Owner", solely for purposes of this Section 4.1 and Section 5.1 hereof, shall be deemed to include, without limitation, a shareholder, officer or partner in, or trustee or trust beneficiary of any Person which is, either alone or in conjunction with any other Person or Persons, an Owner. Any individual who would not be eligible to serve as a member of the Board of Directors were he not a shareholder, officer, partner in, or

trustee or trust beneficiary of such a Person, shall be deemed to have disqualified himself from continuing in office if he ceases to have any such affiliation with that Person.

Section 4.2 Powers and Duties. The Board of Directors shall have the powers and duties necessary to administer the affairs of the Association, including, but not necessarily limited to, those powers and duties specifically assigned to the Board of Directors in the Declaration, the Articles of Incorporation, these Bylaws or in the Illinois General Not For Profit Corporation Act.

Section 4.3 Other Duties. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law and the Declaration; together with such other duties and responsibilities as it may deem necessary or appropriate in the exercise of its power. In addition to other duties which the Board of Directors may have, it shall be responsible for the following matters:

- a. Maintenance, repair, renovation, restoration, replacements, care, upkeep and surveillance of the common areas and facilities, and other portions of the Development to be maintained by the Association;
- b. Levy and collection of assessments levied by the Association in accordance with the annual budget as hereinafter set forth;
- c. Designation and dismissal of the personnel necessary for the maintenance and operation of the common elements and facilities;
- d. Subject to the provisions of the Declaration, the promulgation of rules and regulations governing the use and enjoyment of the common areas.

Section 4.4 Preparation of Annual Budget. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Common Areas during the coming year, capital improvements, and a reasonable reserve for operating funds, repairs, contingencies, capital expenditures, and other appropriate purposes. The Board shall cause the budget and the assessments to be levied against each Lot or Dwelling for the following year to be delivered to each member at least thirty (30) days prior to the meeting. Notice of the meeting in which the budget is adopted shall be sent to all owners at least ten (10) days but no more than thirty (30) days beforehand. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total association membership. Notwithstanding the foregoing, however, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year.

**Section 4.5 Election of Directors by Members and Term of Office.** At each annual meeting, the members shall elect, in accordance with the procedures hereinafter set forth in Section 4.6, Directors to succeed to the office of all Directors whose terms have expired at the time of such meeting, for a term of two (2) years each. Except in the case of death, resignation, disqualification, or removal, each Director elected by the members shall serve until the annual meeting at which his term expires and until his successor has been duly chosen and qualified.

**Section 4.6 Procedure for Election.** Persons may be nominated for election to the Board of Directors by a nominating committee appointed by the incumbent Board of Directors prior to the annual meeting and by nominations made from the floor at the meeting for such election. Election to the Board of Directors shall be by secret written ballot, unless dispensed by unanimous consent, and at such election members or their proxies may cast, with respect to each vacancy, the votes appurtenant to their respective Lots or Dwellings as provided in the Declaration; cumulative voting shall not apply. The procedure for the election of the Board of Directors shall be as follows: at the meeting of the Association at which Directors are to be elected, nominations shall be accepted for not less than the number of positions to be filled on the Board; upon the closing of such nominations, each Owner entitled to vote shall cast the ballot with respect to his respective Lot or Dwelling by listing thereon the names of nominees only for the number of positions to be filled, together with the residence number of such Lot or Dwelling; and the persons receiving the greatest number of votes shall be elected to fill the vacancies on the Board of Directors. In the event of a tie vote as to any one or more positions, one or more subsequent votes shall be taken in similar manner but only with respect to the position or positions to be filled and the nominees therefor who, on the preceding ballot received such tie vote. In the event that the number of persons nominated equals the number of vacancies on the Board of Directors, such persons shall be elected by acclamation.

**Section 4.7 Removal or Resignation.** At any regular or special membership meeting of the Association duly called, any one or more of the Directors may be removed, with or without cause, by a majority vote of the total authorized vote of the Owners in the Development, and a successor shall be elected at such meeting by the Owners to fill the vacancy thus created. Any Director whose removal has been proposed by any Owner or Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by giving written notice to the members of the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The sale of a Lot or Dwelling by a Director or termination of his interest in a Lot or Dwelling shall automatically terminate his directorship. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall serve until a successor is elected and qualified at the next annual meeting of the Owners.

Section 4.8 Fees and Compensation. No fee or compensation shall be paid by the Association to Directors for their services as Directors unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the total authorized vote of the Owners.

Section 4.9 Organizational Meeting. Each organizational meeting of the Board shall be held without other notice than this Bylaw immediately after, and at the same place as, the meeting of the Owners at which such Board of Directors or certain members of the Board of Directors has been elected.

Section 4.10 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings of the Board, in addition to the organizational meeting, with notice delivered to all Owners at least forty-eight (48) hours beforehand. The Board of Directors shall keep minutes of its meetings and full account of its transactions.

Meetings of the Board of the Association shall be open to any Unit Owner, except for the portion of any meeting held: (a) 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; (b) to consider information regarding appointment, employment or dismissal of an employee, or, (c) 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. 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.

Section 4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President of the Association on forty-eight (48) hours notice to each Director, given personally or by mail, telephone, electronic means or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors may also be called by the Secretary of the Association in like manner and on like notice on the written request of at least a majority of the Directors. Unless otherwise agreed by a majority of the Directors, the place of any such special meeting shall be at a location designated by the party calling the Meeting within the Development.

Section 4.12 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice of such meeting and waiver of any and all objections to the place or time of the meeting or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 4.13 Entry of Notice. Whenever any Directors has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such special meeting was given such Director, as required by law and these Bylaws.

Section 4.14 Board of Directors Quorum. At all meetings of the Board of Directors, a majority of the Directors then in office shall constitute a quorum for the transaction of business.

Section 4.15 Action Taken by Directors. Except as otherwise provided in the Declaration and these Bylaws or by law, every act or decision by a majority of the Directors then present in person or by proxy at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4.16 Action Without Formal Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or any Committee appointed by the Board of Directors may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all members of the Board of Directors or or such Committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or Committee. Such consent shall have the same force and effect as a unanimous vote by the Board of Directors or by such Committee, as may be applicable.

Section 4.17 Committees. There shall be such committees of the Board as the Board shall determine with such powers and duties as the Board shall authorize, except as otherwise provided by law. Each committee shall have two (2) or more Directors, a majority of its membership shall be Directors, and unless otherwise provided in the resolution creating the committee, the chairperson of each committee shall be a member of the Board. All committee members shall serve at the pleasure of the Board.

## **ARTICLE 5**

### **OFFICERS**

Section 5.1 Enumeration of Officers. The officers of the Association shall be a President and Vice President, who shall be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create. Each officer must be eligible to be a Director as established in Section 4.1 of these Bylaws.

Section 5.2 Election. The Board of Directors shall elect the officers of the Association at each annual meeting of the Board. The Board of Directors at any time and from time to time may appoint such other officers as it shall deem necessary, including one (1) or more Assistant Secretaries or Assistant Treasurers, who shall hold

their offices for such terms as shall be determined by the Board and shall exercise such powers and perform such duties as are specified by these Bylaws or as shall be determined from time to time by the Board of Directors. Any person may hold two (2) or more offices, except that no person may hold the office of President and Secretary simultaneously.

Section 5.3 Compensation. No fee or compensation shall be paid by the Association to any officer for his services as an officer unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the total authorized vote of the Owners.

Section 5.4 Term. Each officer of the Association shall be elected at the time of each annual meeting of the Board of Directors, and each shall hold office until the next annual meeting of the Board and until his successor is duly elected and qualified, or until his earlier resignation, death, removal or other disqualification. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. The sale of his Lot or Dwelling by an officer or a termination of his interest in a Lot or Dwelling shall automatically terminate his term as an officer.

Section 5.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5.6 President. The President shall be a Director and shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, shall in general, manage, supervise, and control all of the business and affairs of the Association and perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. He shall, when present, preside at all membership meetings. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any contracts, deeds, notes, mortgages, bonds, policies of insurance, checks, or other instruments which the Board of Directors has authorized to be executed, except in cases where signing or execution thereof shall be expressly delegated by the Declaration or these Bylaws or by the Board of Directors to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.

Section 5.7 Vice President. In the absence of the President, or in the event of his death or inability or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may perform such duties as shall from time to time be assigned to him by the Board of Directors.

Section 5.8 Secretary. The Secretary shall: (a) attend and keep the minutes of meetings of the members, of the Board of Directors and of any committees having any of the authority of the Board of Directors in one or more books provided for that

purpose; (b) see that all notices are duly given in accordance with the Declaration, the provisions of these Bylaws, or as required by law; (c) be custodian of the Association records; and (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors.

Section 5.9 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be from time to time, selected by the Board of Directors; (b) authorize vouchers and sign checks for all monies due and payable by the Association; (c) promptly render to the President and to the Board of Directors an account of the financial condition of the Association whenever requested; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may assigned by the Board of Directors.

Section 5.10 Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Treasurers, in general, shall perform such duties as shall be assigned by the Secretary or Treasurer, respectively, or by the Board of Directors.

## ARTICLE 6

### FISCAL MATTERS AND BOOKS AND RECORDS

Section 6.1 Fidelity Bonds. The Board of Directors may require that any contractor or employee of the Association handling or responsible for Association funds shall furnish an adequate fidelity bond. The premium for any such bond shall be paid by the Association as a Common Expense.

Section 6.2 Books and Records of the Association. The Board of the Association 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 or their mortgagees and their duly authorized agents or attorneys:

- (a) Copies of the recorded Declaration, other duly recorded covenants and By-Laws and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or the Board shall be available;
- (b) Detailed and accurate records in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing the maintenance and repair expenses of the Property and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association, shall be maintained;

- (c) The minutes of all meetings of the Association and the Board of the Association shall be maintained for a period of 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 1 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; and
- (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.

A reasonable fee may be charged by the Association or its Board for the cost of copying.

Section 6.3 Contracts. The Board of Directors may authorize any officer or officers, or agent or agents of the Association, in addition to the officers so authorized by the Declaration and these Bylaws, to enter into any contract or execute and deliver any instrument in the name of, or on behalf of the Association, and such authority may be general or confined to specific instances.

Section 6.4 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer of the Association.

Section 6.5 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Section 6.6 Gifts. The Board of Directors may accept, on behalf of the Association, any contribution, gift, bequest or devise for the general purposes, or for any special purpose, of the Association.

Section 6.7 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 6.8 Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of members, the Board of Directors shall prepare or cause to be prepared a balance sheet showing in



reasonable detail the financial condition of the Association as of the close of its fiscal year and an income and expense statement showing the result of its operations during its fiscal year. Such statements may, in the discretion of the Board, be audited statements. Upon receipt of written request, the Treasurer promptly shall mail to any members or holder of a first mortgage on a Lot or Dwelling copies of the most recent such balance sheet and income and expense statement. If one is not otherwise available, upon written request of 51% of the holders of first mortgages on Lots or Dwellings, the Association shall cause to be prepared an audited financial statement for the immediately preceding fiscal year. The costs of preparing any such specially prepared audited financial statement shall be paid by the mortgage holders requesting such statement.

**Section 6.9 Notices.** An Owner who mortgages his Lot or Dwelling, or executes and delivers, or assumes or purchases his Lot or Dwelling subject to any mortgage which shall be or become a lien thereon, shall notify the Secretary of the Association of the name and address of the holder of any such mortgage. The Association shall furnish such information as any such mortgagee may request respecting defaults of the Owner under the Declaration, or the Bylaws, taxes, or other information concerning such Lot or Dwelling as may be provided by the Declaration. Each Owner shall be obligated to furnish to the Secretary of the Association, the address, if other than the Owner's Lot or Dwelling, to which any notice or demand to the Owner under the Declaration or these Bylaws is to be given, and if no other address shall have been designated, all such notices and demands shall be mailed or delivered to such Lot or Dwelling.

**Section 6.10 Payment of Taxes on Common Areas and Insurance Premiums.** The Board shall cause payment to be made, in a timely manner, of all taxes assessed against the Common Areas or Association property and of all insurance premiums. The Board shall have the authority to enter into agreements with institutional holders of first mortgages on Lots or Dwellings to permit said holders to pay past due taxes or insurance premiums owed by the Association subject to an immediate right of said holders to reimbursement by the Association.

## **ARTICLE 7**

### **INSURANCE**

**Section 7.1 Types of Coverage.** The Association shall maintain in effect at all times as a Common Expense the types of Insurance coverage required by the Declaration, any workmen's compensation or other insurance required by law, and such other insurance as the Board may from time to time deem appropriate. The Board shall review the amount and terms of such insurance annually.

**Section 7.2 Policy Provisions.** The Board shall consider and endeavor to obtain insurance on the following terms and conditions if the Board considers them applicable and advisable:

(a) The insurer shall waive its right of subrogation against the Association, the Board of Directors, any Directors or officers of the Association, any managing agent or other agent or employees of the Association, all Owners, the Club Owner (as defined in the Declaration) and all other persons entitled to occupy a Lot, Dwelling or other portions of the Development.

(b) The policy shall not be cancelled, invalidated, or suspended on account of the conduct of any person listed in item (a) above without a prior demand in writing delivered to the Association to cure the defect and the allowance of reasonable time thereafter within which to cure such defect.

(c) Any "no other insurance" provision in the policy shall expressly exclude the individual owners' policies from its operation.

(d) The policy shall include a mortgagee's clause for the benefit of all mortgagees of Lots or Dwellings.

(e) The policy shall not be cancelled or materially altered with respect to any mortgagee for the nonpayment of premium or otherwise until the mortgagee has been given thirty (30) days prior written notice of such cancellation or material alteration.

(f) The policy shall include a waiver of any coinsurance provisions.

(g) The policy shall include an agreed value endorsement.

(h) The policy shall include a waiver of the insurer's right to repair or reconstruct instead of paying cash.

(i) The policy shall include a deductible amount per occurrence not in excess of \$1,000.

(j) The insurer shall provide appropriate certificates to each Owner and each mortgagee, together with duplicate originals of the policies and proof of payment of the premiums, upon request and upon payment of a reasonable charge therefor.

(k) The insurer shall be financially sound and responsible and qualified to do business in the State of Illinois.

**Section 7.3 Damage or Destruction to Common Areas.** Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas (as defined the Declaration) covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or

reconstruction of the damaged or destroyed property. Repair or reconstruction means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Areas, at least seventy-five (75%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 4.4 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Common Areas damaged or destroyed by fire or other casualty shall be cleared and the Common Areas left in a clean, orderly, safe, and sightly condition.

Section 7.4 Condemnation of Common Areas. Whenever all or any part of the Common Areas of the Development shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the agreement of at least seventy-five percent (75%) of the total vote of the Association, the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

(a) If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the total membership of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefor, in accordance with the plans approved by the Board of Directors and the Architectural Review Committee (as defined in the Declaration). If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 4.4 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment

shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional special assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

(b) If the taking or sale in lieu thereof does not involve any improvements to the Common Areas, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds shall be retained by and for the benefit of the Association.

(c) If the taking or sale in lieu thereof includes all or any part of a Lot, Dwelling or Patio or Town Home Area (as defined in the Declaration) and also includes any part of the Common Areas, then a court of competent jurisdiction shall apportion such award to the Association and the Owners so affected so as to give just compensation to the Owners of any Lot or Dwelling Unit taken for their interest in such Lot or Dwelling Unit; provided, however, such apportionment may instead be resolved by the agreement of (i) the Board of Directors and (ii) the Owners of all Lots or Dwelling Units wholly or partially taken or sold, together with the mortgagees for each such Lot or Dwelling Unit.

## ARTICLE 8

### MISCELLANEOUS

Section 8.1 Parliamentary Rules. Unless waived by majority vote of the Owners in attendance in person or by proxy at any duly called membership meeting, or unless waived by a majority of the Directors present at any duly called meeting of the Board of Directors, Roberts' Rules of Order (latest edition) shall govern the conduct of the proceedings of such meeting when not in conflict with Illinois law, the Declaration, or these Bylaws.

Section 8.2 Conflicts. In the event of any conflicts or inconsistencies between the provisions of Illinois law or the Declaration and these Bylaws, the provisions of Illinois law and the Declaration, in that order, shall prevail.

Section 8.3 Amendment. The Articles of Incorporation and these Bylaws may be amended, at a regular or special meeting of the members duly called and held for such purpose, pursuant to a resolution adopting a amendment proposed by the Board of Directors. Such resolution must be approved by a majority of the Owners then entitled to cast votes; provided however, in all cases, such resolution shall be approved by two-thirds of the votes which members present at such meeting in person or by proxy are entitled to cast. Notwithstanding the foregoing, any amendment to these Bylaws which would alter, modify or rescind any right or privilege herein expressly granted to

the holder of any mortgage affecting any Lot or Dwelling shall require the prior written approval of such holder.

Section 8.4 Indemnification. Each Director and officer of Association who was or is a party or is threatened to be party to any threatened, pending or completed action, proceeding, by reason of the fact that he is or was an or officer of the Association, shall be indemnified Association against those expenses and costs which are by the laws of the State of Illinois and which are reasonably incurred by him in connection with said suit or proceeding. Such indemnification shall in accordance with the laws of the State of Illinois subject to the conditions prescribed therein. To the extent obtainable, the Association shall maintain such insurance on behalf of Directors and officers of the Association against all liabilities asserted against and incurred by any such person in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify such Directors and officers against such liabilities under the laws of the State of Illinois.

Section 8.5 Agreements. All agreements and determinations lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Development or the privilege of possession and enjoyment of any part of the Development, and in performing its responsibilities hereunder, the Association, through its Board of Directors, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Development, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Common Expense (as defined in the Declaration). During the term of such management agreement, such manager may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the Directors, officers, or members of the Association by law, the Declaration or these Bylaws. Such manager may be an individual, corporation, or other legal entity, as the Board of Directors shall determine, and may be bonded in such a manner as the Board of Directors may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, the Board of Directors may hire and contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of the Declaration, these Bylaws, or the rules and regulations of the Association.

Section 8.6 Severability. Invalidation of any covenant, condition, restriction, provision, sentence, clause, phrase or word of these Bylaws, or the application thereof

in any circumstances, shall not affect the validity of the remaining portions thereof and of the application thereof, which shall remain in full force and effect.

Section 8.7 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 8.8 Headings and Captions. The articles and section headings and captions are for convenience and reference only and in no way define or limit the scope and content of these Bylaws or in any way affect the provisions hereof.