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July 11, 2008

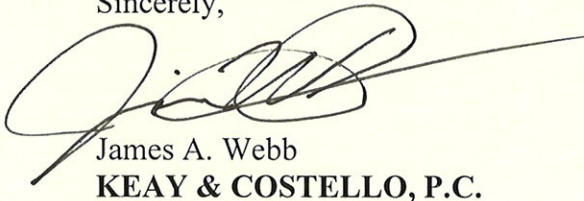
Board of Directors
Emerald Green Villa Owners Association
c/o Ms. Kathi Newell
2 S 664 Pierre Curie Lane
Warrenville, Illinois 60555

Re: Third Amendment to Declaration

Dear Board:

Enclosed please find a copy of the recently recorded Third Amendment to the Declaration of Conditions, Easements and Restrictions for Emerald Green Villa Owners Association. As you requested, I have also included the original Declaration and the First and Second Amendments. Once again, thank you for the opportunity to prepare the Third Amendment. If you have any questions or need further assistance, please do not hesitate to contact our office.

Sincerely,



James A. Webb
KEAY & COSTELLO, P.C.

JAW/jw

Enclosures, as stated

2 all

DECLARATION OF CONDITIONS, COVENANTS,
EASEMENTS AND RESTRICTIONS RELATING TO
THE EMERALD GREEN VILLA OWNERS ASSOCIATION

THIS DECLARATION is made and entered into by GARY-WHEATON BANK, a Banking Corporation of Illinois, as Trustee under Trust Agreement dated September 1, 1972 and known as Trust No. 1664, hereinafter referred to as "Trustee", and EMERALD GREEN DEVELOPERS, INC., an Illinois Corporation, hereinafter referred to as the "Developer",

WITNESSETH:

WHEREAS, the Trustee is vested in fee simple with the following described real estate:

Emerald Green First Resubdivision of Lots, 1, 2, 3 and 4 of EMERALD GREEN UNIT 1, a Subdivision of part of the Southeast Quarter of Section 27, Township 39 North, Range 9, East of the Third Principal Meridian, recorded August 30, 1973 as Document R73-55340, in the City of Warrenville, in Du Page County, Illinois.

WHEREAS, the Developer has entered into a contract to purchase the above described real estate, and

WHEREAS, the Developer has a contractual interest in the adjacent areas which properties is referred to as EMERALD GREEN, and

WHEREAS, Developer is in the process of developing said EMERALD GREEN area for townhouses and apartments, and

WHEREAS, Developer plans to follow a specific plan on said described property, and

WHEREAS, it is the wish of the Trustee and Developer to establish for the benefit of the pursuant future owners and occupants of said property certain easements and rights in and upon said properties subject to certain beneficial obligations, restrictions, maintenance and use, and

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DU PAGE COUNTY

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George P. [Signature]

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WHEREAS, the Trustee and the Developer desire to declare that the owners, mortgagees and other persons acquiring any interest in the premises shall enjoy certain benefits, but their interests shall be subject to easements and restrictions hereinafter set forth which plan is to protect the ownership and facilitate the future proper administration of the property.

NOW, THEREFORE, the Trustee hereby declares all of the properties described in this instrument to be held, sold, occupied, and transferred according to the following undertaking, covenants, restrictions and liens which shall run with the property and be binding upon all parties hereinafter taking an interest in said properties and shall further be for the benefit of said owners.

ARTICLE I

DEFINITIONS

The words hereinafter used shall have the generally understood meaning and are so declared:

1.a Assessment. Those monies required for the cost and managing, repairing and maintaining the property to be paid by each owner, which shall be applicable to all main areas and those parts of the Units as to which pursuant to other provisions hereof it is the responsibility of the Board to maintain, repair and replace; management and administration of the Property, including, without limiting the same, compensation paid to a managing agent, accountants, attorneys and other employees; any other items deemed by or in accordance with the provisions of this Declaration to be Common Expenses.

1.b Association. The EMERALD GREEN VILLA OWNERS ASSOCIATION, a Not-For-Profit Corporation of Illinois.

1.c Board. The Directors acting for the Association.

1.d Building. A self contained structure containing single family residence units with party walls generally straddling

R73-71892

ding the boundary lines between each unit.

1.e Common Areas. All that part of the premises described as Lot E in EMERALD GREEN FIRST RESUBDIVISION for the benefit of the owners of the units in the said EMERALD GREEN FIRST RESUBDIVISION only.

1.f Declaration. The Trustee and Developer who have executed this instrument shall be known as the declarants and this instrument as it now exists or as it may be amended shall be known as the Declaration.

1.g Development. The area known as the "EMERALD GREEN" shall be known as the Development.

1.h Majority or Majority of the Unit Owners. The owners who own more than 50% of the units.

1.i Member. Every person or entity who holds membership in the Association.

1.j Occupant. Person or persons, including Owner, in lawful possession of a Unit.

1.k Owner or Unit Owner. The person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit. Unless otherwise specifically provided herein, the said work shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit.

1.l Person. A natural individual, corporation, partnership, trustee or other trust entity capable of holding title to said property.

1.m Property. All the land, building and space comprising the real estate described in this Declaration, all improvements and structures constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the common and mutual use, benefit or enjoyment of the Owners and such additions as may hereafter be made subject to this Declaration.

R73-71892

1.n Villa. A one family dwelling constructed on a Unit and attached to one or more villas by party walls.

1.o Trustee. GARY-WHEATON BANK, a Banking Corporation of Illinois, with principal offices in the City of Wheaton, Illinois.

1.p Unit. Each Unit identified by number as described in the plat for EMERALD GREEN and such Units as they may be recorded shall become subject to this Declaration. The original Unit shall be known as EMERALD GREEN FIRST RESUBDIVISION.

1.q Unit Ownership. A part of the property consisting of one Unit and easements appurtenant thereto.

R73-71892

ARTICLE II

PROPERTY RIGHTS AND EASEMENTS

2.a Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(1) The right of the Association, in accordance with the Declaration and the Articles of Incorporation and By-Laws of the Association, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage the Common Area, provided that the rights of such mortgagee in the Common Area shall be subordinate to the rights of the individuals having easements of enjoyment under Paragraph a of this Article.

(2) The right of the Association to prescribe reasonable regulations governing the use, operation and maintenance of the Common Area.

(3) The right of the Association to take such steps as are reasonable necessary to protect the Common Area against foreclosure.

(4) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes.

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

2.c Encroachments and Overhangs. Since some of the individual villas in a building are esthetically and functionally designed with structures that may encroach or overhang adjoining Units, each such adjoining Unit shall be subject to a perpetual easement for any such overhang or encroachment.

R73-71892

2.d Easements to Run With the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having any interest in the Property or any part or portion thereof.

2.e No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and the easements and covenants contained herein, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

2.f Easement to Board. The Property shall be subject to a perpetual easement to the Board, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Declaration and By-Laws. Should it be necessary to enter a Unit to make any repairs; employees, agents and workmen shall be entitled to entrance by exhibiting to the Unit Owner an order from the Board or its agent. The Developer and Owner expressly reserve the right to grant such easements for ingress and egress in the future for the benefit of the real estate in

EMERALD GREEN area and for the benefit of all future Owners and occupants within said Area.

2.g Title to the Common Area. Declarants may retain the legal title to the Common Area until such time as the improvements are completed and until such time as, in the opinion of the Declarants the Association is able to maintain the same, but notwithstanding any provision herein, Declarants, hereby covenant, to convey the Common Area to the Association not later than a point in time when 75% of the entire contemplated EMERALD GREEN DEVELOPMENT is built and sold to third parties and, for clarity, shall include the original EMERALD GREEN project consisting of approximately 30 acres.

R73-71892

ARTICLE III

ADDITIONS TO EXISTING PROPERTY

3.a Additions to Existing Property. It is agreed that properties which are adjacent and contiguous to the property described in this Declaration may be added to this Declaration and shall be subject to this agreement as if described herein.

3.b Additions in Accordance with a General Plan of Development. The Developer or the Trustee shall have the right to bring within the scope of this Declaration additional lands within the EMERALD GREEN area and be bound by this Declaration.

Such general plan of development shall contain information as to the size of the sites, proposed uses of common areas and other similar pertaining information.

The additions authorized under this and the succeeding paragraphs shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration in such property.

This Association may merge or consolidate with another association and transfer all of its property rights and obligations to the surviving corporation and the surviving corporation shall be vested with all the rights and powers to administer this Declaration.

ARTICLE IV

OCCUPANCY AND USE

4.a Unit Use. All Units shall be used for single family residential housing and no other purpose.

4.b Common Area Access. The Common Area shall be used for only ingress and egress to and from the respective Units by the respective families residing therein, their guests, household help and visitors. No business or occupation, commercial, religious or professional, shall be maintained or used upon the property without the consent of the Board including any signs advertising for sale or for rent, except the Developer and the Trustee reserve the right to place for sale or for rent on any unsold or unoccupied Units any other signs that the Developer and Trustee may desire to facilitate the ultimate sale and disposal of all Units.

4.c Additional Uses. The Common Area shall not be obstructed in any manner whatsoever including storage by any owner without the consent of the Board and no use shall be made of any common area without the prior written consent of the Board.

4.d Exterior Wall. Owners shall not cause or permit anything to be placed on the outside walls of the Unit and no sign, awning, canopy, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Board.

4.e Animals. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Area, except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided they are not kept, bred or maintained for any commercial purpose, and provided further that such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property, upon three days written notice from the Board.

R73-71892

4.f Offensive Activities. No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit or in the Common Area, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

4.g Impairment of Structural Integrity of Building. Nothing shall be done in any Unit or in, on or to the Common Area which will impair the structural integrity of any Building. No Owner shall overload the electric wiring in a Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

4.h Laundry and Rubbish. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Area. The Common Area shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other wastes shall be kept only in enclosed sanitary containers (of such type, color, composition and design as may be determined by the Board), and shall be disposed of in a clean, sightly, healthy and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board.

4.i Lounging and Storage in Common Area. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs in any part of the Common Area.

4.j Covering of Interior Surfaces. The covering of the interior surfaces of the windows and glass doors appurtenant to the Units whether by draperies, shades or other items visible from the exterior of a Unit, shall be subject to the rules and regulations of the Board.

4.k Use During Construction and Sale Period. During the period of construction of the Buildings on the Property by the

R73-71892

Developer or the beneficiaries of the Trustee, the Developer, beneficiaries of the Trustee, contractors, and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to said Buildings and Property as may be required in connection with said construction. During the period in which sales of Units by the Developer and beneficiaries of the Trustee are in progress, but in no event for any period extending beyond thirty six (36) months from the recordation of this Declaration, the Developer or Trustee's beneficiaries may occupy or grant permission to any person or entity to occupy, with or without rental, one or more Units for business or promotional purposes, including all business activities of Developer regardless of any connections with the herein described real estate, including clerical activities, sales offices, model Units for display and the like and may maintain customary signs in connection therewith; provided that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner of Occupant.

R73-71892

4.1 Parking. It is specifically agreed that all parking areas, if any, shall be used only for operative passenger motor vehicles which shall exclude all trailers and recreational vehicles and equipment of all type and description. The Board may further implement this rule by determining the use and possession of designated parking stalls including the Unit Owner's obligation to clean and maintain that parking area at the Owner's sole expense.

ARTICLE V

PARTY WALLS

5.a General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the

provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

5.c Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

R73-71892

ARTICLE VI

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

The rights and duties of the Owners of Units within the subdivisions with respect to sewer, water, electricity, gas and telephone shall be governed by the following:

(1) Wherever joint house connections of sanitary and storm sewer, water, electricity, gas or telephone lines are installed within the subdivision, and the connections, or any portion thereof, lie in or upon Units owned by others than the Villa Owner served by said connections, the Association and the Owners of any Villa served by said connection shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon Units or to have the utility companies enter upon the Units within the subdivision in or upon which said connection, or any portion thereof is located, to repair, replace and generally maintain said connection as and when the same may be necessary as set forth below. If the Board deems the repair,

replacement or maintenance of such connection to be an emergency, the Association shall have the right to repair, replace or maintain such connection and assess the costs thereof against the Villa Units served by such connection in the amounts the Owners would otherwise be responsible for under paragraphs 3 and 4 herein, and each such Owner shall pay the Association (or its collecting agent) said assessment upon demand or in such periodic payments as may be determined by the Board. Said assessment, if not so paid on the date when due shall become delinquent, and shall be a continuing lien on the Unit of such Owner and shall be the personal obligation of the Owner and shall be subject to collection, enforceability, foreclosure and remedies of the Association in the manner set forth in Article 12.h hereof for other assessments by the Association.

R73-71892

(2) Wherever joint house connections of storm and sanitary sewer, water, electricity, gas, or telephone lines are installed within the subdivisions and the connections serve more than one Villa, the Owner of each Villa served by said connection shall be entitled to the full use and enjoyment of such portions of said connection as services his Villa.

(3) In the event any portion of said connection or line is obstructed, damaged or destroyed through the act of an Owner of a Villa being served by said connection, or any of his agents, guests, or members of his family, whether or not such act is negligent or otherwise culpable, so as to deprive the other Owners being served by said connection of the full use and enjoyment of said connection, then the Owner responsible therefore, shall forthwith proceed to replace or repair the same to as good condition as formerly without cost to the other Owners served by said connection.

(4) In the event any portion of said connection or line is obstructed, damaged or destroyed by some cause other than the act of any of the Owners being served by said connection, his agents,

guests, or members of his family (including ordinary wear and tear and deterioration from lapse of time), then in such event if said obstruction, damage or destruction shall prevent the full use and enjoyment of said connection by the Owner of a Villa served by said connection, all such Owners who are thereby deprived of said use and enjoyment shall proceed forthwith to replace or repair said connection to as good condition as formerly at their joint and equal expense.

ARTICLE VII

MAINTENANCE AND REPAIR

7.a Responsibility of Owner. Each Owner shall provide at his own expense, all of the maintenance, decorating, repairs and replacements within his own Unit and keep same in good condition.

7.b Responsibility of Association. The Association shall be responsible for the maintenance of the Common Area, including the maintenance of streets, snow removal, sewer and water lines, and everything affecting the common area except as may be provided otherwise in this declaration.

7.c Exterior. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject.

7.d Maintenance of Unit to Protect Property. Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Area or any other portion of a Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Owner, which notice may be served by delivering a copy thereof

R73-71892

to the occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Owner of the Unit. If such Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Owner.

7.e Board's Discretion. The Board shall have exclusive authority to take or refrain from taking any action pursuant to this ARTICLE. All expenses which, pursuant to this ARTICLE are chargeable to any Owner, may be specifically assessed to such Owner and shall be payable by such Owner as prescribed by the Board.

7.f Alterations, Additions or Improvements. No alterations of the Common Area, or any additions or improvements thereto, shall be made by any Owner without the prior written approval of the Board. The Board may authorize and charge as common expenses alterations and improvements of, and additions to the Common Area, provided, however, that in the event the costs thereof are to be charged to common expenses the Board shall not approve such alterations, improvements or additions requiring an expenditure in excess of \$2,000.00 without the approval of 75% of voting members. Any Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but in any event such Owner shall be responsible for any damage to other Units, the Common Area or the Property as a result of such alterations, additions or improvements.

7.g Liability for Expense, etc. All Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Board or other Unit Owners. Such liability shall include any increase in fire insurance

R73-71892

rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

7.h Waiver of Claims. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the Developer, the Trustee, the manager and managing agent of the Building, if any, and their respective employees and agents, for damage to the Common Area, the Units, or to any personal property located in the Units or Common Area, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

R73-71892

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property nor shall any exterior addition to or change or alteration therein be made, except such as are installed and approved by the Developer or Trustee in connection with the initial construction of the Units, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX

INSURANCE

9.a Fire Insurance. The Association shall obtain and procure fire and extended coverage insurance upon each Owner's Unit for not less than the full insurable replacement thereof under policies of insurance with such company or companies and in such form as the Board may determine to be appropriate, but shall name the individual Owners as additional insureds. Each Owner shall be responsible for payment on a monthly escrow basis of his part or portion or ratio of insurance premiums based upon his units insurable value.

9.b Rebuilding. In the event of damage to or destruction of any Unit by fire or other casualty, the Owner thereof shall within a reasonable time after such damage or destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and in conformity in all respects to the laws or ordinances regulating the construction. Subject to Article 9.a hereof, the exterior of such Unit, when rebuilt, shall be substantially similar to and of architectural design in conformity with the surrounding Units which are not so damaged or destroyed.

9. c Association's Right to Rebuild. In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in Article 9.b, to perform the necessary repair or rebuilding, then, and in any such event, the Association may cause such repairs or rebuilding to be furnished, provided and installed in the manner as provided in Article 9.b. And in such event, the Association shall have, and is hereby given, a continuing lien on such Unit in the aggregate amount of (a) the cost thereof, (b) interest at the rate of 8% per annum from the date of the Association's payment of such costs, and (c) reasonable attorneys' fees and any costs incurred by the Association in connection therewith. The lien upon the Unit shall be a claim against the Owner, his heirs, devisees, personal representatives, grantees

R73-71892

and assigns. In the event such Owner does not forthwith fully pay the Association, as aforesaid, and the insurance proceeds are insufficient to pay same, the lien may be foreclosed by the Association against the Unit, in the same manner as hereinafter provided in connection with unpaid assessments. The lien of the Association upon said Unit and insurance proceeds shall be subject to the lien of any first mortgage or first trust deed owned or held by a bank, savings and loan association, insurance company or other institutional investor recorded prior to the fire loss.

ARTICLE X

ASSOCIATION MEMBERS VOTING RIGHTS

10.a Association. Prior to the date of the first conveyance of a Unit to an Owner, the Trustee or Developer shall cause to be incorporated a not-for-profit corporation of the State of Illinois to be called the EMERALD GREEN VILLA OWNERS ASSOCIATION or any name similar thereto.

10.b Membership. Every Owner shall be a member of said Association, which membership shall automatically terminate upon the sale, transfer or other disposition of such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein. The Association may issue certificates evidencing membership therein. Such corporation shall have all of the powers, duties and obligations, and shall be operated in the manner, as set forth in this Article pertaining to the administration of the Association. Each Owner agrees to be bound by and observe the terms and provisions of the Association charter, its By-Laws and the rules and regulations promulgated from time to time by said Association, its Board of Directors and Officers. The holder of an interest for security purposes only shall not be a member. Membership shall be expanded from time to time to the extent of the number of Units when such Units are by declaration included within these covenants and are subject to this declaration as provided in Article III.

R73-71892

10.c Voting Rights. The Association shall have two classes of voting members.

Class A. Class A members shall be all Owners with the exception of the Declarants and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B members shall be the Declarants and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) whenever Declarants elect

In the event of additional memberships being created by annexation of additional land and the platting of same, the tests of (a) and (b) above shall be applied separately to each portion of the annexed lands.

10.d Suspension of Voting Rights. The Association shall have the right to suspend the voting rights of any Members for any period during which any assessment against his Unit remains unpaid.

10.e Meetings. Meetings of the voting members shall be held at the Property or at such other place in DuPage County as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

R73-71892

10.f Annual Meetings. The initial meeting of the voting members shall be held upon ten (10) days written notice given by the Trustee of Developer. Such written notice may be given at any time after at least 51% of the Units are sold and after 25% are occupied but must be given not later than thirty (30) days after 75% of the Units are sold. Thereafter there shall be an annual meeting of the voting members on the first Tuesday of October following such initial meeting, and on the first Tuesday of October of each succeeding year thereafter at 7:30 P.M or at such other reasonable time or date (not more than thirty days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten days prior to the date fixed for said meeting.

R73-71892

10.g Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having one-fourth of the total votes and delivered not less than ten days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

10.h Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

ARTICLE XI

BOARD OF DIRECTORS

11.a Election of Board. At the initial meeting the voting members shall elect a Board. In all elections for members of the

Board each voting member shall be entitled to vote on a cumulative voting basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A majority of the total number of members on the Board shall constitute a quorum. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The term of the first Board members for the terms 1, 2, and 3 years, as herein-after provided, shall be decided by lot. At the first annual meeting and at each successive annual meeting thereafter members shall be elected for a term of one (1) year. The voting members having at least two-thirds of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of the Board members at any annual or special meeting, provided that such number shall not be less than three and that the terms of at least one-third of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds of the total votes. Vacancies in the Board, including vacancies due to any increases in the number of persons on the Board, shall be filled by election by the voting members present at the next annual meeting or at a special meeting of voting members called for such purpose. Except as otherwise provided in the By-Laws, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

11.b Election of Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary,

R73-71892

and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

11.c Removal of Board Member. Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of the Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

11.d Execution of Documents. Vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or any Vice-President and countersigned by the Secretary or any Assistant Secretary of the Board.

11.e General Powers. Without limiting the general powers which may be provided by law, and this Declaration, the Board shall have the following obligations, powers and duties:

(1) to engage the services of a manager or managing agent who shall manage and operate the Property for all Owners upon such terms and with such authority as the Board may approve.

(2) to formulate policies for the administration, management and operation of the Property.

(3) to adopt rules and regulations with written notice thereof to all Owners, governing the administration, management, maintenance, operation; use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Owners, and to amend such rules and regulations from time to time with written notice to all Owners.

(4) to provide for any construction, alteration, installation, maintenance, repair, painting and replacement for which the Board is responsible under the Declaration or the By-Laws and for such purposes

R73-71892

to enter and to authorize entry into any Unit, causing as little inconvenience to the Owners as practicable and repairing any damage caused by any such entry at the expense of the maintenance fund.

(5) to provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent).

(6) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses as hereinafter provided.

(7) to pay out of the maintenance fund hereinafter provided for the following:

(a) Water, waste removal, gas, electricity, telephone, general taxes assessed against the Common Areas, and other necessary utility services for the Common Area.

(b) The services of a manager or managing agent or any other person or firm employed by the Board.

(c) Materials, equipment, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for, or which, in its opinion is necessary for the maintenance or operation of the Property or for the enforcement of restrictions.

(d) Fire insurance of Common Area, liability insurance, Workmen's Compensation insurance and such other insurance as the Board shall deem desirable.

(e) Any amount necessary to pay the proportionate cost by the Association assessed by any Corporation pursuant to any contract

R73-71892

described in sub-paragraph e(8) of this Article, in connection with the maintenance, repair, improvements of Common Area and other lawful expenses of said corporation.

(8) To make contracts with any other Association in EMERALD GREEN with the various Owners of residential units in the EMERALD GREEN area and with any Association or Corporation described in Article XIII of the Declaration.

(9) To comply with the instructions of a majority of the Owners as expressed in a resolution duly adopted at any annual or special meeting of the Owners.

(10) To exercise the architectural control vested in the Association under Article VIII.

(11) To exercise all other powers and duties of the Board or Unit Owners as a group.

(12) To grant such easements and rights of way which they may deem necessary or desirable.

11.f Indemnity. The members of the Board and the officers thereof or of the Association shall not be liable to the Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage. Each agreement made by such members or officers or by the managing agent on behalf of the Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Owners or for the Association.

R73-71892

11.g Board's Determination Binding. In the event of any dispute or disagreement between any Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

ARTICLE XII

ASSESSMENTS-MAINTENANCE FUND

12.a Estimate of Maintenance Costs. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners at a uniform rate for all Owners share and share alike. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner shall be obligated to pay to the Board or as it may direct, one-twelfth of the assessment made pursuant to this paragraph. On or before May 1st of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added to the installments due in the succeeding six months after rendering of the accounting.

R73-71892

12.b Reserve for Contingencies and Replacements. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extra ordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further share and share alike. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the next month's maintenance payment which is due more than ten days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount.

R73-71892

12.c Estimate of Cash Requirements. When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement," as hereinabove defined, for the period commencing thirty days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Paragraph 1. of this Article.

12.d Failure or Delay in Preparation of Estimate. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due more than then days after such new annual or adjusted estimate shall have been mailed or delivered.

12.e Owners Liability. Owners of Units shall be personally liable for all assessments. Each grantee shall be personally liable for all assessments due at time of conveyance without prejudice, however, to grantee's rights to reimbursement from grantor. Liability for such assessment may not be avoided by non-use of Common Area or abandonment of his Unit.

12.f Unsold Units. The Declarant, as the Developer, shall be liable for any budgeted line deficiency during the period of its participation under this Agreement; this obligation shall terminate upon seventy-five percent (75%) of all units sold. The Developer shall not be liable for contribution to budgeted capital improvements, reserve, or surplus.

12.g Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten 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.

12.h Default. If an Owner is in default in the monthly payment of the aforesaid charges or assessment for thirty days, the Association may bring suit for and on behalf of itself and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided, and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted

R73-71892

by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. However, any recorded first mortgage or first trust deed made, owned or held by a bank, savings and loan association or insurance company or any institutional investor shall be superior to the lien of all common expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or trust deed except for such common expenses on the encumbered Unit which becomes due and payable after the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit or has a receiver appointed in a suit to foreclose its lien.

R73-71892

ARTICLE XIII

EMERALD GREEN RECREATIONAL FACILITY

13.a Recreational Facilities. The Developer plans to develop and build a recreational facility upon adjacent properties to the premises described herein. It is further the intention of the Developer to have these recreational facilities if possible, under a not-for-profit corporation which will be controlled exclusively by the Developer or Trustee until 80% of all Units contemplated in the "Emerald Green Complex" have been sold to the ultimate users at which time these facilities shall be surrendered to the Owners or at the Developer's discretion to a not-for-profit corporation.

13.b Membership in Club. The Owner Occupant of each unit shall be entitled to membership but the revocation, fees to be assessed, by-laws and regulations shall be exclusively determined by the Developer and Trustees until the facilities are turned over to the Association.

ARTICLE XIV

DISCLAIMER AND ADVERTISING BY DECLARANTS

14.a Disclaimer. The Developer and the beneficiaries of the Trustee specifically disclaim any intent to have made any warranty or representation in connection with the Development except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The expression of any intention, reference to any plan or development, shall not be construed as a commitment on the part of the Developer or the beneficiaries of the Trustee. Any estimates of Common Expenses furnished prospective Unit Owners are believed reasonably accurate, but no warranty or guaranty is made nor intended, nor may one be relied upon.

14.b Advertising by Developer and Beneficiaries of Trustee. Notwithstanding any provisions hereof to the contrary, at all times and from time to time prior to Developer or beneficiaries of the Trustee conveying all units to third parties and the completion of the development of the entire EMERALD GREEN area, the Developer, beneficiaries of the Trustee (and successors and mortgagees) shall have the right and privilege to erect and maintain advertising signs, sales flags, other sales devices and banners for the purpose of aiding the sale of units and to facilitate the completion of construction of the buildings and improvements comprising EMERALD GREEN UNIT I and sale of units thereof. The construction of the buildings and improvements by the Developer or beneficiaries of the Trustee shall not be considered a nuisance, and Developer and beneficiaries of the Trustee hereby reserve the right and privilege for themselves (and their successor and mortgagees) to conduct the activities enumerated in this paragraph.

R73-71892

ARTICLE XV

AMENDMENTS

15.a Amendment. The provisions of this Declaration may be

changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Owners having at least three-fourths (3/4) of the total vote, and certified by the secretary of the Board, provided, however, that all lien holders of record have been notified either by personal service or mailing by certified mail of such change, modification or rescission, and an affidavit by said secretary certifying to same is a part of such instrument.

15.b Notice of Amendment. The change, modification or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of DuPage County, Illinois.

ARTICLE XVI

GENERAL PROVISIONS

16.a Severability. If any provision of the Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

16.b Rights and Obligations. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any Person having at any time any interest or estate in said land, and shall inure to the benefit of such Person in like manner as

R73-71892

if he had been the original grantee under the deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Article or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

16.c Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of first class villas.

16.d Unit Ownership in Trust. In the event title to any Unit Ownership is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Unit Ownerships remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.

16.e Enforcement. These covenants and restrictions shall run with, and be binding upon, all land which by Declaration, as elsewhere herein provided for, is brought within these covenants

R73-71892

and restrictions and shall be binding upon the Association and upon all persons owning, leasing, subleasing, or occupying any such land, their heirs, executors, administrators, personal representatives, successors and assigns. These covenants and restrictions may be enforced by the Association, which shall have the right to expend Association monies in pursuance thereof, and may also be enforced by the Owner of any Unit in the subdivisions or any one or more of said parties. If these covenants and restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners, if successful in such enforcement and if the Association had theretofore refused such enforcement, may be reimbursed by the Association for all or any part of the cost incurred, but such reimbursement shall be solely in the discretion of the Board of Directors of the Association.

R73-71892

IN WITNESS WHEREOF, the Declarants have caused their corporate seals to be hereunto affixed and this Declaration to be signed by their duly authorized officers this 19th day of October, 1973.

I, the undersigned, being a duly authorized officer of the Gary-Wheaton Bank, hereby warrant that the Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Gary-Wheaton Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Gary-Wheaton Bank.

GARY-WHEATON BANK, a Banking Corporation of Illinois, as Trustee under Trust No. 1664

By [Signature]ATTEST [Signature]

EMERALD GREEN DEVELOPERS, INC., an Illinois Corporation

By [Signature]ATTEST [Signature]

R73-71892

Service Corporation
Central DuPage Federal Savings & Loan Assoc.
333 W. Wesley St.
Wheaton, Ill. 60187

attn: Mr. Swanner

Robert E. Swanner
333 W. Wesley St.
Wheaton, Ill.



J.P. "RICK" CARNEY

DuPage County Recorder
421 N. County Farm Road
Wheaton, IL 60187

(630) 682-7200



J.P. "RICK" CARNEY
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Remarks:

MAIL TO: HEAR'S COSTELLO, P.C., 128 S. COUNTY FARM
WHEATON, IL 60187

**AMENDMENT TO THE DECLARATION OF CONDITIONS
COVENANTS, EASEMENTS AND RESTRICTIONS FOR
EMERALD GREEN VILLA OWNERS ASSOCIATION**

This instrument consisting of ~~14~~^{14 1/2} pages is recorded for the purpose of amending the Declarations of Covenants, Easements and Restrictions for Emerald Green Villa Owners Association (hereinafter referred to as "Declaration"), which was recorded on November 21, 1979 with the Recorder of Deeds, Du Page County, Illinois as Document Number R79-71892.

This Amendment is adopted pursuant to the provisions of Article 15, Section 15.a of said Declaration. Article 15, Section 15.a provides that this Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds, Du Page County, Illinois, following the execution of an instrument signed by at least three-fourths (3/4) of the total votes of Members entitled to vote agreeing to such Amendment.

PREAMBLE

WHEREAS, the Declaration of Conditions, Covenants, Easements and Restrictions for Emerald Green Villa Owners Association has been recorded with the Recorder of Deeds, Du Page County, Illinois, on November 23, 1979 as Document Number R79-71892,

WHEREAS, the Board of Directors for Emerald Green Villa Owners Association and the Members desire to amend the Declaration to provide a system for clarifying and determining the terms for the election of the Members of the Board of Directors.

WHEREAS, The Board of Directors for Emerald Green Villa Owners Association and the Members desire to amend the Declaration to clarify that the Board of Directors shall consist of five (5) members.

WHEREAS, the Amendment has been approved, in writing by the acknowledged signatures of Members representing at least three-fourths (3/4) of the total votes, in compliance with Article 15, Section 15.a of the Declaration;

NOW THEREFORE, the Declaration of Conditions, Covenants, Easements and Restrictions for Emerald Green Villa Owners Association is hereby amended in accordance with the text as follows:

AMENDMENT

1. Article XI "Board of Directors" Section 11a. "Election of Board", shall be amended as follows:
 - a. Upon passage of this Amendment, the Section 11a as originally submitted shall be deleted in its entirety.
 - b. At the first annual meeting following the passage of this Amendment; the following Section 11a will replace the original writing:

11a. Election of Board. At the initial meeting, the voting members elected a Board. The Board from that time has consisted of 5 members. A majority of the total number of members on the Board shall constitute a quorum. Each year the five(5) members shall be assigned a designated position,(A, B, C, D, E). The rotation of these positions for the Board members will be as follows:

	<u>YEAR</u>					
<u>YEARS REMAINING</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>
3.....	A	D	B	E	C	A
2.....	BC	AE	CD	AB	DE	BC
1.....	DE	BC	AE	CD	AB	DE

At each annual meeting, the two(2) members having served the last year of their terms will be up for election. One(1) member will be elected for a three(3) year term and one(1) for a two(2) year term. At the first Annual Meeting of the owners following the approval of this Amendment, positions D & E will be up for election. The one(1) receiving the highest number of votes will be awarded the three (3) year term and the next highest the two(2) year term. The composition of the Board each year will consist of the following: One(1) newly elected member for three(3) years, one newly elected member for two(2) years, one(1) member serving the second year of a three(3) year term, one member serving the last year of a three (3) year term and one member serving the second year of a two(2) year term. If someone in a position that is not up for election is unable to complete their term, a volunteer may be appointed by the Board to fill that position for the remainder of that year subject to election at the next Annual meeting. Members of the Board shall receive no compensation for their services. Except as otherwise provided in the By-Laws, the Property shall be managed by the Board and the Board shall act by a majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulation as the Board may adopt.

2. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the declaration.
3. The language of this Amendment shall govern any conflicts between this document and the prior Declaration.
4. Except as to the extent expressly set forth herein above, and as amended, the Declaration, By-Laws and Rules and Regulations shall continue in full force and effect without change.

END OF TEXT OF AMENDMENT

8/28/02

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)ss
 COUNTY OF DUPAGE)

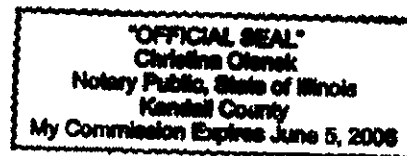
The undersigned is Secretary of the Board of Directors for Emerald Green Villa Owners Association, a not-for-profit corporation established by the aforesaid Declaration, and by my signature below, do hereby execute the foregoing Amendment to the Declaration on behalf of the Board and the Members.

EXECUTED this 31st day of August, 2002.

Julie R. Wilson
 Being the Secretary for Emerald
 Green Villa Owners Association

I, Christina Olenek, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors for Emerald Green Villa Owners Association, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

By: Christina Olenek
 8-31-02





J.P. "RICK" CARNEY

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**SECOND AMENDMENT TO THE DECLARATION OF CONDITIONS,
COVENANTS, EASEMENTS AND RESTRICTIONS FOR
EMERALD GREEN VILLA OWNERS ASSOCIATION**

This instrument, consisting of 61447 (8) pages, is recorded for the purpose of amending the Declaration of Covenants, Easements and Restrictions for Emerald Green Villa Owners Association (hereinafter referred to as "Declaration"), which was recorded on November 23, 1973 with the Recorder of Deeds, Du Page County, Illinois as Document number R73-71892 and which was amended by the recording of the Amendment to the Declaration on September 6, 2002, with the Recorder of Deeds, DuPage County, Illinois as Document number R2002-230358.

This Amendment is adopted pursuant to the provisions of Article 15, Section 15.a of said Declaration. Article 15, Section 15.a provides that this Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds, Du Page County, Illinois, following the execution of an instrument signed by at least three-fourths (3/4) of the total votes of Members entitled to vote agreeing to such Amendment.

PREAMBLE

WHEREAS, the Declaration of Conditions, Covenants, Easements and Restrictions for Emerald Green Villa Owners Association has been recorded with the Recorder of Deeds, Du Page County, Illinois, on November 23, 1973 as Document number R73-71892;

WHEREAS, the Declaration of Conditions, Covenants, Easements and Restrictions for Emerald Green Villa Owners Association has been amended by the recording of the Amendment to the Declaration on September 6, 2002, with the Recorder of Deeds, DuPage County, Illinois as Document number R2002-230358;

WHEREAS, the Board of Directors for Emerald Green Villa Owners Association and the Owners desire to amend the Declaration to clarify each Unit Owner's respective rights and obligations regarding repair and restoration of Party Walls upon fire or other casualty;

WHEREAS, the Board of Directors for Emerald Green Villa Owners Association and the Owners desire to amend the Declaration to provide that individual Unit Owners are responsible for obtaining, paying for and maintaining fire and extended coverage insurance on such Owner's respective Unit;

WHEREAS, the Board of Directors for Emerald Green Villa Owners Association and the Owners desire to amend the Declaration to provide that the Board of Directors, on behalf of the Owner and the Association, maintains the right, but not the obligation to obtain and maintain fire and extended coverage insurance on each Unit within the Association in lieu of requiring each individual Unit Owner to obtain and maintain fire and extended coverage insurance on said Owner's Unit;

WHEREAS, should the Board of Directors for Emerald Green Villa Owners Association elect to obtain and maintain fire and extended coverage insurance on each Unit within the Association, the Board may elect to do so via written Board resolution, voted on and approved by a simple majority of the Board of Directors;

WHEREAS, should the Board of Directors for Emerald Green Villa Owners Association elect to obtain and maintain fire and extended coverage insurance on each Unit within the Association, the Board of Directors shall have the authority to assess the individual Unit Owners the costs of obtaining and maintaining such insurance coverage as part of the Owners' regular assessment payments; the costs of such insurance coverage shall be assessed to each respective Unit Owner in an amount based upon the insurable value of each Unit as determined by the Association's insurer and any such amounts assessed to each Unit thereby become the personal obligation of each respective Unit Owner;

WHEREAS, the Amendment has been approved, in writing, by the acknowledged signatures of Members representing at least three-fourths (3/4) of the total votes, in compliance with Article 15, Section 15.a of the Declaration;

NOW THEREFORE, the Declaration of Conditions, Covenants, Easements and Restrictions for Emerald Green Villa Owners Association is hereby amended in accordance with the text which follows:

AMENDMENT

1. Article V "Party Walls", Section 5.c "Destruction by Fire or Other Casualty", shall be amended as follows:

- a. Upon passage of this Amendment, *Section 5.c* shall be deleted in its entirety.
- b. Upon passage of this Amendment, *Section 5.c* shall contain the following language only:

5.c Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, through no fault of the Owners who share and make use of the Party Wall (i.e. act of God, force majeure), said sharing Owners shall repair and/or restore said Wall, and contribute to the cost of restoration/repair equally. Should, however, a Party Wall be destroyed or damaged as a result of the negligent or willful acts and/or omissions of only one

Owner and/or one Owner's guests, invitees, licensees or tenants, such Owner shall be responsible to repair and/or restore the damaged or destroyed Party Wall and shall solely bear the costs of such restoration and the other Owner shall bear no responsibility to restore and/or repair the Party Wall.

2. Article IX "Insurance", Section 9.a "Fire Insurance", shall be amended as follows:

a. Upon passage of this Amendment, *Section 9.a* shall be deleted in its entirety.

b. Upon passage of this Amendment, *Section 9.a* shall contain the following language only:

9.a Fire Insurance. Each Owner shall maintain in full force and effect, with a company licensed to conduct business in the State of Illinois, a policy of insurance covering his or her Unit against loss or damage by fire and against loss or damage by occurrences now or hereafter embraced by the standard extended coverage and vandalism and malicious mischief in one hundred percent (100%) of the full insurable replacement cost of such Unit. Each Owner shall deliver to the Board a certificate of insurance confirming that such insurance is in effect and a certificate for all renewals thereof. Said policy shall not be cancelled or changed except upon thirty (30) days prior written notice thereof to the Board. In the event of the failure of an Owner to maintain the insurance required by this *Section 9.a*, the Association shall have the right, but not the obligation, to obtain such insurance in the name of such Owner and to add the cost thereof to the assessments due from such Owner.

3. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration.

4. The language of this Amendment shall govern any conflicts between this document and the prior Declaration.

5. Except as to the extent expressly set forth herein above, and as amended, the Declaration, By-laws and Rules and Regulations shall continue in full force and effect without change.

END OF TEXT OF AMENDMENT

This instrument was prepared by *Rick To*
KEAY & COSTELLO, P.C.
128 South County Farm Road
Wheaton, Illinois 60187

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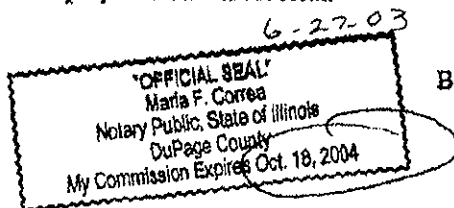
STATE OF ILLINOIS)
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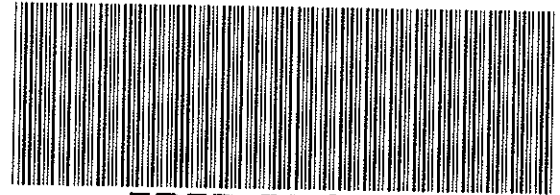
The undersigned is Secretary of the Board of Directors for Emerald Green Villa Owners Association, a not-for-profit corporation established by the aforesaid Declaration, and by my signature below, do hereby execute the foregoing Amendment to the Declaration on behalf of the Board and the Members.

EXECUTED this 27 day of JUNE, 2003.


Being the Secretary for Emerald
Green Villa Owners Association

I, MARIA CORREA, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors for Emerald Green Villa Owners Association, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

By: 



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
JUN.26,2008 RHSP 4:09 PM
OTHER 04-27-413-002
012 PAGES R2008-102768

**THIRD AMENDMENT TO THE DECLARATION OF CONDITIONS,
COVENANTS, EASEMENTS AND RESTRICTIONS FOR
EMERALD GREEN VILLA OWNERS ASSOCIATION**

This instrument, consisting of twelve (12) pages, is recorded for the purpose of amending the Declaration of Covenants, Easements and Restrictions for Emerald Green Villa Owners Association (hereinafter referred to as "Declaration"), which was recorded on November 23, 1973 with the Recorder of Deeds, DuPage County, Illinois as Document number R73-71892.

This Amendment is adopted pursuant to the provisions of Article XV, Section 15.a of said Declaration. Article XV, Section 15.a provides that this Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds, DuPage County, Illinois, following notice by personal service or by certified mail to all lien holders of record and the execution of an instrument signed by at least three-fourths (3/4) of the total votes of Members entitled to vote agreeing to such Amendment.

PREAMBLE

WHEREAS, the Declaration of Conditions, Covenants, Easements and Restrictions for Emerald Green Villa Owners Association has been recorded with the Recorder of Deeds, DuPage County, Illinois, on November 23, 1973 as Document number R73-71892;

WHEREAS, the Declaration of Conditions, Covenants, Easements and Restrictions for Emerald Green Villa Owners Association has been amended by the recording of the Amendment to the Declaration on September 6, 2002, with the Recorder of Deeds, DuPage County, Illinois, as Document number R2002-230258;

WHEREAS, the Declaration of Conditions, Covenants, Easements and Restrictions for Emerald Green Villa Owners Association has been amended by the recording of the Amendment to the Declaration on July 2, 2003, with the Recorder of Deeds, DuPage County, Illinois, as Document number R2003-251207;

WHEREAS, the Board of Directors for Emerald Green Villa Owners Association and the Owners desire to amend the Declaration to restrict the leasing of individual Units;

WHEREAS, the Board of Directors has, by certified mail, provided notice of the Amendment to all lien holders of record, in compliance with Article XV, Section 15.a of the Declaration;

WHEREAS, the Amendment has been approved, in writing, by the acknowledged signatures of Members representing at least three-fourths (3/4) of the total votes, in compliance with Article XV, Section 15.a of the Declaration;

NOW THEREFORE, the Declaration of Conditions, Covenants, Easements and Restrictions for Emerald Green Villa Owners Association is hereby amended in accordance with the text which follows:

AMENDMENT

1. Article IV "Occupancy and Use", Section 4.a "Unit Use", shall be amended as follows:

a. Upon passage of this Amendment, the current Section 4.a "Unit Use. All Units shall be used for single family residential housing and no other purpose." shall be re-designated as Section 4.a(1).

b. Upon passage of this Amendment, the following provisions shall be included as Section 4.a(2):

(2) Restrictions upon Leasing of Units

(a) **Prohibition against Leasing.** Each Unit Owner shall occupy and use his/her Unit as a private dwelling. Rental, leasing or use of the Units is prohibited, except as hereafter provided in this Article IV, Section 4.a(2). Rentals or leasing to a member of the Unit Owner's immediate family members, including, children, grandchildren, siblings or parents shall not be prohibited or restricted by the Association.

(b) **Hardship Provisions.** In the event that a Unit Owner, due to medical or health reasons or other justifiable cause constituting a hardship, in the sole discretion of the Board, shall be unable to occupy the Unit for a period in excess of four (4) months and based on said hardship desires to lease said Unit, the Unit Owner shall make application to the Board which may, by majority vote and review of the application, grant to the Unit Owner an exception to the above leasing restrictions, upon such conditions as the Board may establish and uniformly apply.

(c) **Grandfathered Existing Leases.** Paragraphs (a) and (b) of this Article IV Section 4.a(2) shall not apply to any leases, including renewals, or tenancies now in force, as to the rental or leasing of a Unit by Unit Owners who own the Unit on or before the effective date of this Amendment. However, paragraphs (a) and (b) shall apply to Unit Owners, currently leasing units, upon the expiration of the any existing tenancy, including renewal, with current tenants, upon the sale, transfer or hypothecation of an interest in the Unit, or the unit owner retaking possession of the unit peaceably, forcibly or through law.

(d) **Association Leases.** The Association shall be exempt from any lease restrictions provided in paragraphs (a), (b) and (c) of this Section 4.a(2), pursuant to the Illinois Forcible Entry and Detainer Act (735 ILCS 5/9-101 et. seq.) for the purposes of collecting delinquent assessments, costs, fees and other property assessed expenses to the Unit.

(e) **General Provisions.** Additionally, all Unit Owners leasing their unit under such "hardship" exception or pursuant to paragraph (c) shall deliver a copy of the signed lease to the Board, or if the lease is oral, a memorandum of lease, no later than the date of occupancy or ten (10) days after the lease is signed, whichever comes first. In the event that the Owner fails to comply with such leasing requirements, the Association may seek to evict a tenant from the unit under Article IX of the Code of Civil Procedure. Furthermore, all provisions of the Declaration, By-Laws and Rules and Regulations shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease executed or renewed. The Board may proceed directly against a tenant, at law or in equity under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant or any covenants rules, regulations or by-laws.

2. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration.

3. The language of this Amendment shall govern any conflicts between this document and the prior Declaration.

4. Except as to the extent expressly set forth herein above, and as amended, the Declaration, By-laws and Rules and Regulations shall continue in full force and effect without change.

END OF TEXT OF AMENDMENT

This instrument was prepared by: *& Return to:*
KEAY & COSTELLO, P.C.
128 South County Farm Road
Wheaton, Illinois 60187

[illegible]

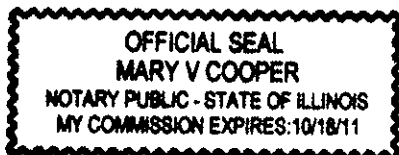
The undersigned is Secretary of the Board of Directors for Emerald Green Villa Owners Association, an Illinois not-for-profit corporation, established by the aforesaid Declaration, and by my signature below, do hereby execute the foregoing Third Amendment to the Declaration for Emerald Green Villa Owners Association on behalf of the Board and the Members. I further certify that all lien holders of record were served by certified mail with notice of the proposed Third Amendment to the Declaration for Emerald Green Villa Owners Association.

EXECUTED this 20th day of June, 2008. Emerald Green Villa Owners Association,
an Illinois not-for-profit corporation

By: Barbara Lipps
Barbara Lipps
Secretary

I, Mary V. Cooper, a Notary Public, hereby certify that on the above date, the above Secretary of the Board of Directors for Emerald Green Villa Owners Association, an Illinois not-for-profit corporation, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, she signed this instrument as her free and voluntary act of said Board for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of June, 2008.



Mary V. Cooper
Notary Public

LEGAL DESCRIPTION

EMERALD GREEN FIRST RESUBDIVISION OF LOTS 1, 2, 3, AND 4 OF EMERALD GREEN UNIT 1, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AUGUST 30, 1973, AS DOCUMENT R73-55340, IN THE CITY OF WARRENVILLE, IN DUPAGE COUNTY, ILLINOIS.