

**Declaration of Covenants,
Conditions and Restrictions**

Providence Village Homeowners Association

This facsimile of the Providence Village Homeowners Association Covenants, Codes and Restrictions, By-Laws and First Amendment is provided to the members of the Association for their convenience and review. In the event a notarized copy is needed for legal purposes, please refer to the official document recorded at the Lake County Courthouse.

The Providence Village Board of Directors

**PROVIDENCE VILLAGE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 31st day of July, 1987, by Gordon L. Meling (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of the real estate in Village of Gurnee, in the County of Lake, State of Illinois, and legally described in Exhibit "A" attached hereto and made a part hereof (said real estate hereinafter referred to as the "Property"); and

WHEREAS, Declarant hereby declares that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions, restrictions & reservations, (sometimes hereinafter collectively referred to as the "Declaration") hereinafter set forth.

ARTICLE I

Declaration Purposes

Section 1. The general purpose is that the Declarant wants to create a desirable single-family development for future owners of lots and homes to be created upon the Property.

(a) The Declarant desires to provide upon the Property, through its planning and layout, the harmonious development of a single-family community by the imposition of the covenants and restrictions, as hereinafter set forth, for the benefit of the Property and the Owners thereof.

(b) The Declarant desires to protect the owners of the Lots, as hereinafter defined, against such improper use of surrounding Lots as may depreciate the value of their property; provide proper maintenance and equal payment for same; to encourage the erection of attractive improvements, with appropriate locations thereof; and to prevent haphazard and inharmonious improvement.

Section 2. The following Covenants, conditions and restrictions shall run with the land and shall be binding on all parties having the right, title, interest, or any of their heirs, successors and assigns for the property.

ARTICLE II

Definitions

Section 1. The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" refers to Providence Homeowner's Association, a not-for-profit organization, its successors and assigns.

(b) "Berm" refers to the landscaped mound of dirt used for shielding O'Plaine Road and the private road at the North border of Providence Village from the visibility of traffic.

(c) "Board" refers to the Board of Directors of Providence Village Homeowner's Association as constituted from time to time.

(d) "By-Laws" shall mean the By-Laws of Providence Village Homeowner's Association, a copy of which is attached hereto as Exhibit "b" and made a part hereof.

(e) "Declarant" shall refer to Mission Enterprises, Inc. and/or Gordon L. Meling, their successors and assigns.

(f) "Lot" shall mean a platted lot designated as such on any of the recorded plats of Phases I, II, III, and IV, of Providence Village Subdivision upon which one Dwelling is constructed.

(g) "Member" shall refer to any entity of Homeowner in Providence Village.

(h) "Unkempt" refers to overgrown or neglected condition of lawn and landscaping.

ARTICLE III

General Restrictions

Section 1. Land use - Single-Family Residential. All Lots shall be used only for single-family residences except for Lot 1.

Section 2. Lot Appearance. No person shall accumulate on his Lot junked vehicles, litter, refuse, or other unsightly materials. Garbage shall be placed in receptacles, and if outside shall be properly screened.

Section 3. Lot Maintenance. All Lots shall be maintained on a regular basis. All grass and weeds shall be mowed regularly and unsightly plants and underbrush shall be controlled at all times. In

the event a Lot is not maintained as indicated, then Declarant or the Association shall have the right to enter subject Lot and maintain the Lot as required. The costs thereof shall become a lien upon the Lot in the same manner as provided for non-payment of maintenance assessments.

Section 4. Antennas. Antennas will be located inside the home whenever possible. Installation of any antennas outside the home is prohibited except for 1-1/2 stories (Cape Cods) which shall be located on the rear of roof.

Section 5. Solar Collectors. The installation of any solar panels or collectors on exterior of homes is prohibited.

ARTICLE IV

Providence Village Homeowners Association

Section 1. Creation and Purposes. There shall be formed a Not-For-Profit Association known as the Providence Village Homeowners Association (hereinafter referred to as PVHA) which shall provide for the maintenance and promote the desirable character of PROVIDENCE VILLAGE.

Section 2. Election of Officers. The association shall have a President, Vice President, Secretary and Treasurer, elected at intervals provided for in the By-Laws of Providence Village Homeowners Association. The officers of the Association shall not be liable to the owners or others for any mistakes of judgment or acts of omissions made in good faith as such officers. The owners shall indemnify and hold harmless each such officer against all contractual liability arising out of Contracts made by such officers on behalf of the Association, unless such contracts shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Owner arising out of any such contract made by the Association or officers to the extent not covered by insurance, shall be limited to his proportionate share of the total liability.

Section 3. Membership. Every person who is a record owner of a fee or undivided fee interest in any Lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. No owner shall have more than one ownership of any lot which is subject to assessment by the Association. Ownership of such Lot shall be sole qualification of membership. Nothing contained herein shall be interpreted to exclude Declarant from membership while it or its successors in interest, if any, owns one or more Lots.

Section 4. Powers and Duties of the Association. The Providence Village Homeowners Association shall be responsible for the maintenance of:

- (a) Islands in cul-de-sacs;
- (b) Entrance at O'Plaine Road and Kings Way North, including Outlot "A";
- (c) Entrance at O'Plaine Road and Providence Road;

(d) Berms on O'Plaine Road and Private Rod at North border of Providence Village Subdivision;

(e) Unkempt Lots, the right to enter, mow, trim, and place liens against said property.

Section 5. Establishment of a Review Committee.

(a) A committee may need to be created by the Board to administer this Declaration with regard to approving or disapproving those matters which are expressed herein.

The following matters shall not be allowed unless approved by Board.

1. OUTBUILDINGS Installation, location, size and materials of outbuildings.
2. ABOVE-GROUND POOLS Installation, location, landscaping and materials used in conjunction with installation of above-ground pools.
3. SATELLITE DISHES Installation, location, and landscaping of satellite dishes.

The Board shall be responsible for the establishment and procedures for such committee at such a time as any of the above matters arise.

Permitting and review by the Village of Gurnee shall have to be done after approval by the Review Committee.

Section 6. Maintenance Assessments.

(a) The Declarant and each Owner, by acceptance of deed or other conveyance from the Declarant, its successors or assigns, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter in this Declaration, together with the By-Laws of the Association. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

(b) The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property. Such uses shall include, but are not limited to, the cost of other charges required by this Declaration of Covenants,

Conditions and Restrictions or that the Association shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, replacements and other charges as specified herein.

(c) In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the maintained areas, including the necessary fixtures and personal property related thereto, if any.

(d) Both annual and special assessments must be fixed at a uniform amount for all Lots. Annual assessments shall be collected on a yearly basis.

(e) The annual assessments provided for herein shall commence for all Lots within the Property on the first day of April each calendar year following the conveyance of the first Lot. The Association shall fix the amount of the annual assessment, of each annual assessment period, and, in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. An Owner shall first be liable for the payment of the full assessment (multiplied by a fraction whose denominator is 12 and whose numerator is the number of months, pro rating accordingly, remaining until the end of the fiscal year) on the date of conveyance of title to him. The Association shall, upon demand, at any time, furnish a certificate in writing signed by an Officer or Agent of the Association setting forth whether the assessments on a specified lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein.

(f) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law, or eighteen percent (18%), whichever is more, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment, to the extent permitted by any decision or statute now or hereafter effective. The amount of any delinquent and unpaid charges or assessment and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot owner involved when payable and may be foreclosed by an action brought in the name of the Association as in the case of foreclosures of liens against real estate. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of the defaulting Owner from reacquiring his interest at such judicial sale. In addition, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (3) days after notice to said Owner by the Association, setting forth the amount of unpaid charges or assessments together with a demand for payment thereof, the Board shall have the right to declare said default a Forcible Detainer of the Dwelling and shall have the right, on behalf of the other Owners, to enter and take possession of the Dwelling from said defaulting Owner, to put out the Owner, or any occupant or tenant claiming by, through or under the Owner, using such reasonable force as the

Board shall deem necessary under circumstances and to exercise any of the rights and remedies set forth in the Forcible Entry and Detainer Act, Chapter 57, Illinois Revised Statutes.

(g) The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed on the Lots prior to the effective dates of such liens. In the event of the issuance of a deed, pursuant to the foreclosure of such prior mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien herein provided which may accrue prior to the recording of such deed.

(h) The yearly assessment shall be determined by the affirmative vote of a majority of the Association, but the yearly rate of assessment may not be increased without the affirmative vote of a majority of the voting membership if the amount of increase exceeds two hundred fifty dollars (\$250) per Lot per year.

Section 7. All Owners hereby covenant and agree that in the event the Association herein provided for shall be dissolved, all restrictions and obligations created herein shall remain in full force and affect.

Section 8. Insurance. The Association shall also have the authority to obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workman's compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and members of the Association from liability for good faith actions within the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties other insured parties. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected. The Association shall be further responsible as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall, from time to time, deem prudent. Upon request, the Association shall furnish unto Owners, copies of certificates of insurance or other adequate evidence of such insurance as the Association is required or authorized to maintain by the provisions hereof.

Section 9. Declaration of Maintenance Easement. An easement of ingress and egress is hereby reserved and granted unto the Association for the purpose of maintaining the Berm upon and along the twenty five (25) foot berm maintenance easement as shown on the Plat of Subdivision recorded as document No. _____ in the office of the Recorder of Deeds, in Lake County, Illinois.

Section 10. Interim Procedure.

(a) Until each of the various Lots shall have been conveyed by the Declarant to the first Owner thereof (or to such Owner's Nominee) the beneficial owner of the Declarant shall, with respect to each such unsold Lot, have all rights granted to the Owners.

(b) Until the Association shall have been organized and shall have assumed its duties and powers, the Declarant shall have all the rights, powers, duties and obligations herein granted to, or imposed upon, the Association and shall be authorized and empowered to take all such actions as the Association would have been authorized and empowered to take if the Association had then been informed. Alternatively, until the initial meeting of the Members, the Declarant (or its beneficiaries or designees) may appoint the officers which shall have the same powers and authority as given to the Association generally.

(c) The powers granted to the Declarant by Section 10(b) hereof shall include, without limitation, the power to assess upon and collect from the individual Owners, (not to exceed \$100 per year) their respective proportionate shares of the funds required for the carrying out of all the duties and obligations of the Association.

ARTICLE V

General Provisions

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as provided herein.

Section 2. If, and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Gordon L. Meling of 1077 Melody Road, Lake Forest, IL 670045, living at the date of this Declaration.

Section 3. If, at any time, the Association shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Office of the Recorder of Deeds of Lake County, Illinois in order to avoid the expiration hereof or of any of the covenants, easements, agreements or other provisions herein contained under any of the provisions of Chapter 83 of the Illinois Revised Statutes presently in force commonly known as the Marketable Title Act, or any other law or statute of similar purport, they shall submit the matter not less than ten (10) days notice, and unless at such meeting at least two-thirds (2/3) of said Members shall vote against such re-recording, the Association shall have, and is hereby granted, power to so rerecord this Declaration or such part thereof, and such re-recording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of said Owners and the re-recorded document executed and acknowledged by each of them.

Section 4. Each grantee of Declarant by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of 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 though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation and the rights described in this Section 4 or described in any other part of this Declaration shall be sufficient to create an reserve such easements and rights to the respective grantees, mortgagees and trustees of such Lot ownership as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 5. Declarant, the Village and each Owner or Owners of any of the above land from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. A violation of the covenants above set forth, or any of them, for a period of 30 days after actual receipt of written notice of such violation from Declarant by the Owner of such Lot, then Declarant shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant, the Village and such Owners to enforce any of the covenants herein set forth due to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

Section 6. Subject to the provisions of Section 15 of this Article, the record owners in fee simple of the Lots in Providence Village Homeowners Association may revoke, modify, amend, or supplement in whole or in part any or all of the covenants and conditions contained in this Declaration and may released from any part or all of said covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:

(a) Any such change or changes may be made effective at any time within ten years from the date of recording of this Declaration if the record owners in fee simple of at least three-fourths (3/4) of the Lots consent thereto.

(b) Any such change or changes may be made effective at the end of said initial ten (10) year period or any such successive ten (10) year period if the record owners in fee simple of at least two-thirds (2/3) of said Lots consent thereto at least one (1) year prior to the end of any such period.

Any such changes shall be effective only if expressed in 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 or Deeds of Lake County, Illinois.

Upon and after the affective date of such change or changes, it or they shall be binding upon all persons, firms, and corporations then owning property in Providence Village Homeowners Association and shall run with the land and bind all persons claiming by, through or under any one or more of them.

Section 7. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

Section 8. In the event title to any lot is conveyed to a titleholding trust, under the terms of which all power of management, operation and control of the Lot 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 Lot. 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 in sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficial interest of any such trust or any transfers of the beneficial interest of any such trust or any transfer of title to such Lot.

Section 9. All articles and section headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration.

Section 10. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

Section 11. At any time Declarant may assign any or all of its rights conferred on it as set forth in this Declaration and upon its execution of any assignment by Declarant, it shall be relieved from any liability arising from the performance or non-performance of such rights or obligations.

Section 12. Each Owner of a Lot in Providence Village Homeowners Association shall file the correct mailing address of such Owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner wherever notices are required in this Declaration.

Section 13. The singular shall include the plural wherever the Declaration so require, and the masculine the feminine and neuter and vice versa.

Executed at Lake Forest, Illinois on October 27, 1987.

IN WITNESS WHEREOF said First National Bank of Lake Forest, as trustee and not individually under trust agreement number 7769 dated July 16, 1985, have caused this declaration of covenants, conditions and restrictions to be signed by its Assistant Vice Pres., and attested by its Trust Officer and its corporate seal affixed hereto, this 27th day of October, 1987.

CORPORATE SEAL

First National Bank of Lake Forest as Trustees under Trust 7769 dated July 16, 1985, and not individually.

By: _____
Attest: _____

Exoneration provision restricting any liability of the
First National Bank of Lake Forest either stamped
on the _____ hereto or attached hereto, is
insurper _____.

STATE OF ILLINOIS)

SS

COUNTY OF LAKE)

I, Delores J. Paley, a notary Public in and for the County and State aforesaid, do hereby certify that before me this day in person appeared R.B. Eich, personally known to me to be the Asst. Vice President of the First National Bank of Lake Forest, a corporation, and John Doe, personally known to me to be the Trust Officer of said corporation, and each severally acknowledged that they signed and delivered the foregoing instrument in their respective capacities herein set forth and caused to be affixed thereto the corporate seal of said corporation, pursuant to authority given under the articles and by-laws of the corporation, as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 27th day of October, 1987.

Delores J. Paley

NOTARY PUBLIC

CONSENTED TO BY
FIRST MIDWEST BANK
National Association

By Signature

ATTEST: Signature

Its: Signature

This instrument was prepared by Gordon L. Meling, 1077 Melody Road, Lake Forest, IL 60045.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, understandings and agreements herein made on the part of the Trustee which in turn purporting to the warranties, indemnities, representations, covenants, understandings, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, understandings, and agreements by the Trustee or for the purpose or with the intention of binding said trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the First National Bank of Lake Forest or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, understanding, or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any being expressly waived and released.

EXHIBIT "A"

LEGAL DESCRIPTION

Providence Village being a subdivision in the Northwest Quarter of Section 26,
Township 45 North, Range 11, East of Third Principal Meridian in Lake County,
Illinois.

EXHIBIT "B"

BY-LAWS
OF
PROVIDENCE VILLAGE HOMEOWNERS ASSOCIATION

ARTICLE I

Purposes and Powers

The Association shall be responsible for the general management and supervision of the maintained property and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration.

ARTICLE II

Offices

2.01 Registered Office. The Association shall have and continuously maintain in the Village of Gurnee and a Registered Agent whose office shall be the home of the President of the Association.

ARTICLE III

Membership

3.01 Voting Members. Every person or entity who is a record owner of a fee or undivided fee interest in any lot (herein referred to as "voting Member"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one "Voting Membership". Membership shall be appurtenant to an may not be separated from ownership of any Lot which is subject to an assessment by the Association. Ownership of such Lot shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or its successors in interest, if any, owns one or more Lots.

3.02 Meetings.

(a) Quorum-Procedure. Meetings of the Voting Members shall be held at the principal office of the Association or at such other place in Providence Village, Gurnee, Illinois as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of a majority of the total votes determined pursuant to Section 3.01 above shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members having a majority of the total votes present at such meeting. Any Voting Member in

writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

(b) Initial and Annual Meeting. The initial meeting of the Voting Members shall be held at such time as may be designated upon not less than ten (10) days written notice given by the Declarant or its beneficiary, provided that such initial meeting shall be held no later than sixty (60) days after recording of Declaration. Thereafter, there shall be an annual meeting of the Voting Members on the first Tuesday of April of each succeeding year, at 7:30 o'clock P.M. If the date for the annual meeting of the Voting Members is a legal holiday, the meeting will be held at the same hour on the first day next succeeding such date which is not a legal holiday.

(c) 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 the Declaration or By-Laws, require the approval of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Voting Members, and delivered not less than five (5) 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.

3.03 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 Association with respect to which such voting right appertains, if no address has been given to the Association.

3.04 Proxies. At any meeting of Voting Members, a member entitled to vote may either vote in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy.

ARTICLE IV

Officers of the Association

4.01 Direction and Administration. The direction and administration of the Property in accordance with the provisions of the Declaration shall be vested in the Officers of the Association of four (4) persons, Pres., Vice Pres., Sec. and Treasurer, who shall be elected in the manner hereinafter provided except for the first Officers appointed by the Declarant (or its beneficiary or designee). The Voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the number and term of the office of the Officers at any annual meeting provided that such number shall not be less than four (4), and that the terms of at least one-half (1/2) of the Officers shall expire annually. Each Officer, with the exception of the Officers initially appointed by the Declarant (or its beneficiary or designee) shall be one of the Owners (including the Declarant); provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such

trust or agent or employee of a beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as an officer.

4.02. **Determination of Association to be Binding.** All matters of dispute or disagreement between Owners or with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined by the Association as hereinafter provided, which determination shall be final and binding on the Association and on all Owners.

4.03. **Compensation.** Members of the Assoc. shall receive no compensation for their services, unless expressly allowed by the Association at the direction of the Voting Members having two-thirds (2/3) of the total votes. However, any Officer may be reimbursed for reasonable expenses incurred in the performance of his duties.

4.04 **Vacancies in Assoc.** Vacancies in a particular office, other than as a result of removal pursuant to Paragraph 4.07, shall be filled b the Voting Members at the next annual meeting or at a special meeting of the Voting Members called for such purpose.

4.05 **Election of Officers.** The Assoc. 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 Association, a Vice President who will assume the President's duties when he is absent, a Secretary who will keep the minutes of all meetings of the Voting Members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Assoc. and shall hold office at the pleasure of the Assoc.

4.06 **Removal of Officers.** Any Assoc. member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of an Assoc. member removed may be elected by the Voting Members at the same meeting or any subsequent meeting called for the purpose.

4.07 **Execution of Instruments.** All agreements, contracts, deeds, leases, vouchers for payment of expenditures and all other instruments shall be signed by such officer or officers, agent or agents of the Assoc. and in such manner as from time to time shall be determined by written resolution of the Association. In the absence of such determination by the President and countersigned by the Secretary.

ARTICLE V

Powers of the Association

5.01 **General Powers of the Association.** Without limiting the general powers which may be provided by Law, the Declaration or these By-Laws, the Assoc. shall have the following general powers and duties:

(a) Own, maintain, and otherwise manage all facilities and improvements thereon, and all other property acquired by the Association or to which the Association agrees to so maintain.

(b) Grant easements where necessary for other reasonable purposes over the Common Area.

(c) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the Members of the Association after said appointments.

(d) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Assoc.

(e) Have a duty to maintain all drainage facilities and easements owned by the Association in accordance with the requirements of the Village.

(g) To make such improvements to the Association property and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its Declaration and By-Laws provided, however, that any such action so authorized shall always be for the express purpose of keeping the Property highly desirable.

(h) To adopt rules and regulations governing the Lots.

(i) To elect the officers in the manner provided herein.

(j) To exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Voting Members, the Declaration or By-Laws.

5.02 Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions the maintained area, subject to all the provisions of the Declaration) having a total cost in excess of One Thousand Dollars (\$1000.00), nor shall the Association authorize any structural alternations, capital additions to, or capital improvements to the maintained area requiring an expenditure in excess of One Thousand Dollars (\$1000.00), without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.

5.04 Rules and Regulations: Management.

(a) Rules. The Assoc. may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice

of such rules and regulations shall be given to all Owners and occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) **Management.** The Declarant/or trust beneficiaries/or Assoc. may engage the initial management organization under contracts expiring no later than ninety (90) days after the date the initial meeting of Voting Members is held. Thereafter, the Assoc. may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

(c) Nothing hereinabove contained shall be construed to give the Assoc. authority to conduct an active business for profit on behalf of all the Owners or any of them.

5.05 Liability of the Assoc. of Managers. The members of the Assoc. and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment or for any acts of omissions made in good faith by such officers. The Owners shall indemnify and hold harmless each of the members of the Assoc. and each of the Officers against all contractual liability arising out of contracts made by the Association or officers on behalf of the Owners unless any such contracts shall have been made in bad faith or contrary to the provisions of the Declaration. The liability of any Owner arising out of such contract made by the Association or officers or out of the aforesaid indemnity in favor of the members of the Association or officers, to the extent not covered by insurance shall be limited to his proportionate share of the total liability thereunder.

ARTICLE VI

Assessments - Maintenance Fund

6.01 Preparation of Estimated Budget. Each year on or before March 1, the Assoc. will estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing fiscal year (April 1 - March 31) for the rendering of all services authorized by the Association together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall, on or before March 15, notify the Owner in writing as to the amount of such estimate ("Estimated Cash Requirements"), with reasonable itemization thereof. The approved estimated Cash Requirement shall be assessed equally among of the Owners. On or before June 1 of the ensuing fiscal year, each Owner shall be obligated to pay to the Assoc., or as it may direct, the assessment made pursuant to this Section. On or before the date of the annual meeting of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year (including amounts collected from the Declarant) and showing the net amount over or short of the actual expenditures, plus reserves. The association shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein.

6.02 Extraordinary Expenditures. The Assoc. shall build up and maintain a reasonable reserve for authorized capital expenditures, contingencies and replacements (Extraordinary Expenditures) not originally included in the annual estimate. Extraordinary Expenditures which may become necessary during the year shall be charged first against such reserve. If such reserve proves inadequate for any reason, including nonpayment of any Owner's including the Declarant. The Assoc. shall serve notice of further assessment on all such Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective and fully payable ten (10) days after the delivery or mailing of such notice of further assessment. All such Owners shall be obligated to pay the adjusted amount.

6.03 Budget for First Year. When the first officers elected hereunder (or appointed by the Declarant or its beneficiary) takes office, it shall determine the Estimated Cash Requirement, as hereinabove defined, for the period commencing on the first day of the month following the conveyance of the first Lot and ending on March 31 of the fiscal year of said conveyance. The initial Estimated Cash Requirement shall be assessed equally to all Owners.

6.04 Failure to Prepare Annual Budget. The failure or delay of the Association officers 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 maintenance charge at the then-existing annual rate established for the previous fiscal year. Subject to adjustment at such time as the annual or adjusted estimate has been prepared and the Owners have been notified thereof.

6.05 Books and Records. The Assoc. shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the maintained area, specifying and itemizing the maintenance and repair expenses of the maintained 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, or any holder of a mortgage lien on a Lot as such reasonable time or times during the normal business hours as may be requested by the Owner or by the holder of said first mortgage lien. Upon ten (10) days notice to the Association, 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.

6.06 Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust for the benefit, use and account of all the Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Association may select.

6.07 Remedies for Failure to Pay Assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at 18% or the rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot 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. Unless otherwise provided in the Declaration, the officers of the Association and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any court shall be authorized to restrain the defaulting owner from reacquiring his interest at such foreclosure sale.

6.08 Forcible Entry and Detainer. In addition to the rights and remedies set forth in Section 6.07, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after notice to said Owner by the Association, setting forth the amount of unpaid charges or assessments together with a demand for payment thereof, the Association shall have the right to declare said default a Forcible Detainer of the Dwelling and shall have the right, on behalf of the other Owners, to enter and take possession of the Dwelling from said defaulting Owner, to put out the Owner, or any occupant or tenant claiming by, through or under the Owner, using such reasonable force as the Board shall deem necessary under circumstances and to exercise any of the rights and remedies set forth in the Forcible Entry and Detainer Act, Chapter 57, Illinois Revised Statutes.

ARTICLE VII

Covenants and Restrictions as to Use and Occupancy

All Owners shall maintain, occupy and use their Dwelling and maintained area only in accordance with the terms of the Declaration and any additional rules and regulations adopted by the Association.

The Association shall have full authority to enforce all such rules and regulations by taking all action as may be necessary.

ARTICLE VIII

Committees

8.01 Association Committees. The Association, by resolution, and adopted by a majority of the Association Members and Officers, may designate one (1) or more committees, each of which shall consist of one (1) or more members; said committees, to the extent consistent with law and

as provided in said resolution, shall have and exercise the authority of the Association in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Association, or any individual officer, of any responsibility imposed upon it or him by law.

**FIRST AMENDMENT TO
PROVIDENCE VILLAGE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This First Amendment to Providence Village Declaration of Covenants, conditions and Restrictions, made and entered into this 18th day of August, 1997, by the Board of Directors of Providence Village Homeowners Association (the "Board").

WITNESSETH

The Board administers the Property of Providence Village, Gurnee, Illinois, pursuant to the Providence Village Declaration of Covenants, Conditions, Conditions and Restrictions (the "Declaration") for the property legally described on Exhibit "A" attached to and made a part of this First Amendment to the Providence Village Declaration of Covenants, Conditions and Restrictions.

The Declaration, dated the thirty-first (31st) day of July, 1987, was originally recorded in the Office of the Recorder of Deeds of Lake County, Illinois, on the second (2nd) day of November, 1987 as Document No. 2627548, thus creating a Providence Village Homeowners Association; and

The Board and Unit Owners desire to amend the Declaration in order to add certain architectural restrictions; and

Pursuant to the Declaration, Article V, Section 6(a), a change may be made effective any time within ten (10) years from the date of recording of the Declaration by the consent of Owners of at least three-fourths (3/4) of the Lots and is effective if: (i) expressed in a written instrument; (ii) executed and acknowledged by each of the consenting Owners; (iii) certified by the Secretary of the Association; and (iv) recorded in the Office of the Recorder of Deeds of Lake County, Illinois; and

The First Amendment to the Declaration has been so consented to, executed and acknowledged pursuant to a Certificate of the Secretary of the Association attached hereto, made a part hereof, and marked as Exhibit "B".

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article IV, Section 5(a) is modified such that the following new subparagraphs are added thereto:

“4. **EXTERIOR WALLS** Materials for construction, remodeling, repair or expansion of homes for exterior walls is limited to cedar siding, brick or stone.

5. **ROOF** All roofing shall be limited to cedar shake.

6. **FENCING** Materials for construction, remodeling, repair or expansion of fencing is limited to wood, rock, brick and/or wrought iron.

7. **STYLE** Construction, remodeling, repair or expansion must be performed in a style similar to the existing structure. All such styles or equivalent are limited to those that were available during the construction of the subdivision through 1994.”

2. Exhibit “B” to the Declaration, Article VIII, is modified such that the following paragraph is added at the end of the Article:

“The architectural restrictions shall be as follows: (i) materials for construction, remodeling, repair or expansion of homes for exterior walls is limited to cedar siding, brick or stone; (ii) all roofing shall be limited to cedar shake; (iii) materials for construction, remodeling, repair or expansion of fencing is limited to wood, rock, brick and/or wrought iron; and (iv) construction remodeling, repair or expansion must be performed in a style similar to the existing structure. All such styles or equivalent are limited to those that were available during the construction of the subdivision through 1994.”

Except as expressly set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Board and approving Unit Owners have duly executed this Amendment on the day and year first above written.

**PROVIDENCE VILLAGE
HOMEOWNERS ASSOCIATION**

By: Victor J. Narusis

ATTEST:

Maureen A. Kotek

APPROVING UNIT OWNERS

By: Victor J. Narusis

Their Attorney-In-Fact

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I Linda D. Fuentes, a Notary Public in and for the County and State aforesaid, do hereby certify that Victor J. Narius and Maureen Kotek, personally known to me to be the same persons whose names are subscribed to the foregoing First Amendment to Providence Village Declaration Covenants, Conditions and Restrictions as the President and Secretary of the Providence Village Homeowners Association, appeared before me this day in person and acknowledged that they signed and delivered the said First Amendment as their free and voluntary act and as the free and voluntary act of Providence Village Homeowners Association for the uses and purposes set forth therein.

Given under my hand and notarial seal this 18th day of Aug., 1997.

"OFFICIAL SEAL"

Linda D. Fuentes

Notary Public State of Illinois

My Commission Expires 05-24-99

Linda D. Fuentes

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I Linda D. Fuentes, a Notary Public in and for the County and State aforesaid, do hereby certify that Victor J. Narusis whose name is subscribed to the foregoing instrument as Attorney-In-Fact of the Approving Unit Owners, appeared before me this day in person and acknowledged that he signed and delivered the said First Amendment to the Providence Village Declaration of Covenants, Conditions and Restrictions as his free and voluntary act as Attorney-In-Fact of the Approving Unit Owners consisting of voting members having the requisite votes for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of Aug., 1997.

"OFFICIAL SEAL"
Linda D. Fuentes
Notary Public State of Illinois
My Commission Expires 05-24-99

Linda D. Fuentes

dence Village being a subdivision in the Northwest Quarter of Section 26, Township 45
t, Range 11, East of the Third Principal Meridian in Lake County, Illinois, including all Lots
n, and specifically including the following:

Lots 1-50, 185-225, 228-230, 256-259 and Outlot A in Providence Village
Phase I, recorded on October 29, 1987, as Document No. 2626787 and
certificate of correction recorded on March 15, 1988 as Document No.
2664311 in Lake County, Illinois

Lots 135-183, Outlot B, Outlot C, Lots 226-227, Lots 260-269, and Lots
307-325 in Providence Village Phase II recorded on November 10, 1988 as
Document No. 2739439 in Lake County Illinois.

Lots 124-133 and Lots 326-327 in resubdivision of Providence Village
Phase II recorded on January 2, 1990 as Document No. 2875048 in Lake
County, Illinois.

Lots 51-58, Lots 66-72, Lots 244-253, and Lots 369-395 in Providence
Village Phase III, Unit 2, recorded on August 8, 1990 as Document
2932681, certificate of correction recorded on April 11, 1991 as
Document No. 3007198, and certificate of correction recorded on
December 4, 1991 as Document No. 3090127, in Lake County, Illinois.

Lots 59-673 in the resubdivision of Providence Village Phase III, Unit 3
recorded on September 10, 1990 as Document 2942686, in Lake County,
Illinois.

Lots 108-117, Lots 291-304, and Lots 328-334 in Providence Village
Phase III Unit 3 recorded on September 10, 1990 as Document No.
2942686, in Lake County, Illinois.

Lots 96-107, Lots 283-290 and Lots 335-349 in Providence Village Phase
III Unit 4, recorded on February 18, 1992 as Document No. 3184437, in
Lake County, Illinois.

Lots 74-95 and Lots 351-368 in Providence Village Phase III, Unit 5,
recorded on August 17, 1992 as Document No. 3200044, in Lake County,
Illinois.

EXHIBIT A

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

AFFIDAVIT OF MAUREEN KOTEK

I, MAUREEN KOTEK, being duly sworn on my oath, state as follows:

1. I am the Secretary of the Providence Village Homeowners Association, and as such have custody and control of the books and records of the Association.
2. I am authorized to execute this affidavit on behalf of the Association.
3. This First Amendment to Providence Village Declaration of Covenants, Conditions and Restrictions has been duly approved by at least seventy-five percent (75%) of the members of the Providence Village Homeowners Association.
4. All ballots approving this First Amendment are part of the records of the Providence Village Homeowners Association.

Maureen A. Kotek
Maureen Kotek, Secretary

Subscribed and sworn to before me
this 18th day of Aug., 1997

Linda D. Fuentes
Notary Public

"OFFICIAL SEAL"
Linda D. Fuentes
Notary Public State of Illinois
My Commission Expires 05-24-99

EXHIBIT "B"