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Page 1 of 67  
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**PREAMBLE TO**  
**SECOND AMENDED, CONSOLIDATED AND RESTATED**  
**DECLARATION OF EASEMENTS, RESTRICTIONS,**  
**COVENANTS AND BY-LAWS**  
**FOR THE**  
**COROMANDEL UMBRELLA ASSOCIATION**

WHEREAS, the Declaration of Easements, Restrictions, Covenants and By-Laws for Coromandel Umbrella Association was originally recorded on May 10, 1995 as Document No. 3672607 (hereafter referred to as the "Declaration") in the Office of the Recorder of Deeds of Lake County, Illinois (hereafter referred to as "Recorder of Deeds") against the property legally described in Exhibit B hereto.

WHEREAS, the Declaration has been amended from time to time by a certain Amended and Restated Declaration of Condominium Ownership recorded as Document No. 5800014 and a certain Ninth Amendment to the Declaration recorded as Document No. 6263224 (hereafter collectively referred to as the "Amendments") recorded with the Recorder of Deeds;

WHEREAS, provisions of Sections 18.5, 18.6, 18.7, 18.8 and 18.10 of the Illinois Condominium Property Act (the "Act") establish certain requirements which the Coromandel Umbrella Association (hereafter referred to as "Association") is required by law to follow, and with which the present Declaration is either incomplete or in conflict;

WHEREAS, because of this incompleteness or conflict between the language of the Declaration, the Amendments, and the Act, there is the likelihood that confusion, illegal action, or litigation could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of Directors (the "Board") of the Association;

NA  
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WHEREAS, the Board recognizes the burden and practical difficulty on the Board and the unit owners and others in reviewing, consulting and referring to the Declaration, the Amendments, and the Act;

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

WHEREAS, the Board desires to prepare, and has caused to be prepared, a single document (hereafter referred to as the "Second Amended, Consolidated and Restated Declaration") which provides the Board, unit owners and others with a convenient document that conforms to the Act, restates the present Declaration and reflects the Amendments for ease of reference;

WHEREAS, this Second Amended, Consolidated and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board at a duly called meeting held on June 6, 2023;

WHEREAS, the requisite number of unit owners failed to submit a written petition to the Board within thirty days of the Board's action approving this Second Amended, Consolidated and Restated Declaration, as provided by Section 18.5(h)(3) of the Act;

WHEREAS, the Second Amended, Consolidated and Restated Declaration truly and accurately reflects the Declaration as amended through the date on which it was approved; and

WHEREAS, the Board desires to record the Second Amended, Consolidated and Restated Declaration in order to memorialize its action.

NOW, THEREFORE, BE IT RESOLVED in furtherance of the foregoing recitals, the attached Second Amended, Consolidated and Restated Declaration should be and is being recorded for the above stated purposes.

BOARD OF DIRECTORS OF COROMANDEL  
UMBRELLA ASSOCIATION

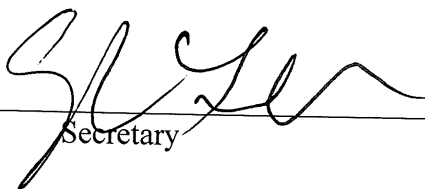
By: Philip Fine  
Philip Fine  
Its President

Attest: Sylvia Dresser  
Sylvia Dresser  
Its Secretary


STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF LAKE     )

**AFFIDAVIT OF SECRETARY**

I, Sylvia Dresser, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the Coromandel Umbrella Association, an Illinois master association and not-for-profit corporation, and as such Secretary and keeper of the books and records of said association, I further state that the foregoing Second Amended, Consolidated and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Directors of said association, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on June 6, 2023 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect. I further state the unit owners did not file a petition with the Board of Directors within the prescribed 30-day period, pursuant to the requirements of Section 18.5(h)(2) of the Illinois Condominium Property Act, objecting to the adoption of this Second Amended, Consolidated and Restated Declaration.

By:   
Secretary

SUBSCRIBED AND SWORN to  
before me this 2nd day  
of August, 2023

  
Notary Public (Seal)



**PRESIDENT EXECUTION**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF LAKE     )

I, Philip Fine, being the President of the Coromandel Umbrella Association, an Illinois not-for-profit corporation and master condominium association established by the aforesaid Declaration, by my signature below do hereby execute the foregoing Second Amended, Consolidated and Restated Declaration pursuant to Article VI, Section 6.03(a) of the By-Laws of the Association.

Executed this 2 day of August, 2023.

By: Philip Fine  
Its: President

**SECOND AMENDED, CONSOLIDATED AND RESTATED  
DECLARATION OF EASEMENTS, RESTRICTIONS,  
COVENANTS AND BY-LAWS  
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COROMANDEL UMBRELLA ASSOCIATION**

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**SECOND AMENDED, CONSOLIDATED AND RESTATED  
DECLARATION OF EASEMENTS, RESTRICTIONS,  
COVENANTS AND BY-LAWS  
FOR THE  
COROMANDEL UMBRELLA ASSOCIATION**

This Second Amended, Consolidated and Restated Declaration of Easements, Restrictions, Covenants and By-Laws is made and entered into by the Board of Directors of the Coromandel Umbrella Association in accordance with Section 18.5(h)(1) of the Illinois Condominium Property Act [765 ILCS 605/18.5(h)(1)] (the "Act") whereby the Board of Directors by a two thirds (2/3) majority vote can amend the Declaration in order to conform to the Act.

This Second Amended, Consolidated and Restated Declaration of Easements, Restrictions, Covenants and By-Laws was approved on the 6<sup>th</sup> day June, 2023, by an instrument in writing signed by no less than two-thirds (2/3) of the Board of Directors of the Association.

This Second Amended, Consolidated and Restated Declaration of Easements, Restrictions, Covenants and By-Laws incorporates all of the changes in the law implemented since the adoption of the Original Declaration (including any Supplemental Declarations filed pursuant to the Original Declaration). Such changes that supersede provisions of the Original Declaration (and Supplemental Declarations) are incorporated herein.

**RECITALS:**

The Declaration of Easements, Restrictions, Covenants and By-Laws for the Coromandel Umbrella Association was recorded in Lake County, Illinois on May 10, 1995 as Document No. 3672607 (the "Original Declaration"), thus creating the Coromandel Umbrella Association ("Association").

Since the filing of the Original Declaration, the Illinois Condominium Property Act has been amended on numerous occasions. Many of these amendments to the Act contradict or modify provisions of the Declaration. This Second Amended, Consolidated and Restated Declaration of Easements, Restrictions, Covenants and By-Laws (hereafter "Declaration") is intended to bring the governing documents of the Association into conformance with the Act.

This Second Amended, Consolidated and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Directors at a duly noticed, convened and held Board meeting as well as by execution of this document. Accordingly, the Declaration is hereby amended and restated to be and read, in its entirety, as follows:

**ARTICLE I  
DEFINITIONS**

The following terms, when used in this Declaration, shall have the following meanings unless otherwise required by the context:

**1.01 ACT.** The Condominium Property Act of the State of Illinois, as amended from time to time, or any statute enacted in its place or otherwise making provision for the type of property ownership as that presently contemplated and provided for thereby.

**1.02 BY-LAWS.** The By-Laws of The Coromandel Umbrella Association, a copy of which is attached as Exhibit "D" hereto and by this reference made a part hereof.

**1.03 COMMUNITY AREA.** That property legally described on Exhibit "E" attached hereto, together with all easements, rights and appurtenances belonging thereto, which shall consist of the entire Premises and the Community Facilities intended for the mutual use, benefit or enjoyment of the Members for the common use and enjoyment of the Members subject to the provisions of Article III and Article V hereof. All lots shall be excluded from the Community Area.

**1.04 COMMUNITY ASSESSMENTS.** The amounts which the Umbrella Association shall assess and collect from the Owners (either directly or through the Residential Associations) to pay the Community Expenses and accumulate reserves for such expenses, as more fully described and defined in Article IV.

**1.05 COMMON ELEMENTS.** The portions of the Condominium Property constituting the "Common Elements" thereof pursuant to a given Condominium Declaration and the Act.

**1.06 COMMUNITY FACILITIES.** The private roads and streets and private sidewalks adjacent thereto, landscaping, detention ponds, utility facilities, recreational facilities, all outdoor parking areas, lighting fixtures, signage, mailboxes, street benches and furniture, entrance monument, perimeter fencing and such other improvements or structures from time to time or at any time located or constructed on the Community Area.

**1.07 CONDOMINIUM ASSOCIATION.** The Coromandel Condominium Association formed pursuant to a Condominium Declaration, as hereinafter defined, for the purposes provided in the Act.

**1.08 CONDOMINIUM DECLARATION.** The instrument by which the Condominium Property, as defined in the Act, is submitted to the provisions of the Act, and all amendments thereof.

**1.09 DECLARATION.** This Declaration, all Supplemental Declarations, and all amendments. References to "this" Declaration or to any "other" Declaration shall include this instrument as so amended and supplemented.

**1.10 DWELLING UNIT.** A townhome, condominium unit or manor home consisting of a group of rooms which is designed or intended for use as living quarters for one (1) Family, as hereinafter defined, located upon the Premises or upon such other real estate if and when added to the Premises pursuant to this Declaration. For the purposes of determining Membership in the Umbrella Association, each Dwelling Unit shall be considered as a separate and individual unit. If two or more Dwelling Units are owned by the same Owner, or combined and occupied by a Family, each Dwelling Unit shall nevertheless be considered as a separate Dwelling Unit under this Declaration.

**1.11 ELIGIBLE MORTGAGE HOLDER.** Each holder of a First Mortgage on a Dwelling Unit that has requested in writing that the Umbrella Association notify it of any proposed action that requires consent of a specified percentage of Mortgage Holders.

**1.12 EXTERNAL USERS.** Those persons which may, from time to time, be granted the right of non-exclusive use and possession of the Recreational Facilities pursuant to Paragraph 5.05 hereof.

**1.13 FAMILY.** One or more persons each related to the other by blood, marriage or law, and including foster children, together with such relative's respective spouses, who are living together in a single Dwelling Unit and maintaining a common household; or up to and including four persons not so related, provided that such unrelated persons maintain a common household in a single Dwelling Unit.

**1.14 FIRST MORTGAGE.** A bona fide first mortgage, first trust deed or equivalent security interest upon a Dwelling Unit.

**1.15 FIRST MORTGAGEE.** A holder of a first mortgage.

**1.16 LIMITED COMMUNITY AREA.** A portion of the Community Area which is designated for the exclusive use of one or more Owners of a Dwelling Unit and as designated herein or in Exhibit "E" or in a Supplemental Declaration hereto. Without limitation of the foregoing, each of the following is a Limited Community Area: (i) each driveway serving one or more Dwelling Units appurtenant to the Dwelling Unit or Units served by such driveway, and only the Owner or Owners thereof and their guests and invitees may park on such driveway; and (ii) the private garden area adjacent to a condominium unit or townhome.

**1.17 LOT.** A subdivided Lot upon which is constructed a condominium unit or units, townhome or manor home consisting of at least one Dwelling Unit.

**1.18 MATERIAL AMENDMENT.** Any amendment to the Declaration, By-Laws or the Umbrella Association's Articles of Incorporation that would change any of the following in a manner other than as expressly provided herein: voting rights in the Umbrella Association; Community Assessments, Community Assessment liens, or subordination of Community Assessment liens; reserves for maintenance, repair and replacement of the Community Area; responsibility for the maintenance and repair of the community Area; allocation of interests in the Community Area, or rights to use the Community Area; boundaries of any Dwelling Unit; convertibility of Condominium Property into Community Area, or convertibility of Community Area into Condominium Property; expansion or contraction of the Premises, or the addition, annexation or withdrawal of property from the Premises; insurance or fidelity bonds; leasing of Dwelling Units; imposition of any restrictions of an Owner's right to sell or transfer his or her Dwelling Unit; a decision by the Umbrella Association to establish self-management when professional management had previously been required by an Eligible Mortgage Holder, as hereinafter defined; requirements for the restoration or repair of the Premises or the Community Area; termination of the legal status of the Umbrella Association or the Premises following substantial destruction or condemnation; or any provisions that expressly benefit holders, insurers or guarantors or mortgages secured by portions of the Premises.

**1.19 MEMBER.** An Owner who holds Membership in the Umbrella Association pursuant to Paragraph 2.01 of this Declaration.

**1.20 OWNER.** The record owner, whether one or more persons or entities, of a fee simple title to any Dwelling Unit, including contract sellers, but excluding those other than contract

sellers having such interest merely as security for the performance of an obligation. Any purchaser of a Dwelling Unit pursuant to an "installment sales contract" (which shall have the same meaning as set forth in Section 5 of the Installment Sales Contract Act and subsection (e) of Section 1 of the Dwelling Unit Installment Contract Act) shall be deemed the "Owner" of such Dwelling Unit and as long as he resides in the Dwelling Unit, shall be counted toward a quorum for purposes of election of a representative to the Umbrella Board (if and to the extent such election is to be held), unless the seller expressly retains all rights and obligations of ownership. Satisfactory evidence of the installment contract shall be made available to the Umbrella Association.

**1.21 PREMISES.** The real estate legally described in Exhibit "B" attached hereto (including all easements appurtenant thereto) and such other real estate or interest therein.

**1.22 PRIORITY USE.** The right of any Member of owner to reserve, in advance, the use of the Recreational Facilities, which right shall at all times have priority over the use of the Recreational Facilities by External Users. The Umbrella Board shall establish rules and regulations governing such Priority Use.

**1.23 RECREATION AREA.** That portion of the Development Area which may, from time to time, be annexed to the Premises, in whole or in part, as part of the Community Area and made available to and designated for the recreational use, benefit and enjoyment of Members of the Umbrella Association, subject to the provisions of this Declaration (including, without limitation, the User Rights created by Paragraph 5.06 hereof), the By-Laws and such rules and regulations as the Umbrella Association Board may adopt from time to time.

**1.24 RECREATIONAL FACILITIES.** The walks, paths, clubhouse, pool, playgrounds, tennis court, basketball court, volleyball court, and other improvements or structures located on or constructed on, from time to time or any time, the Recreation Area.

**1.25 RESIDENT.** An individual who resides in a Dwelling Unit and who is either an owner, a tenant of the owner, a contract purchaser of the Dwelling Unit, or a relative of any such owner, tenant or contract purchaser.

**1.26 RESIDENTIAL ASSOCIATION.** The Coromandel Condominium Association created pursuant to a condominium declaration, the members of which are Owners of Dwelling Units; and the Coromandel Townhome Association, a common interest community association created pursuant to a declaration of covenants (other than this Declaration) recorded on portions of the Premises.

**1.27 UMBRELLA ASSOCIATION.** The Coromandel Umbrella Association, an Illinois not-for-profit corporation and master association (as described in Section 18.5 of the Act), and its successors and assigns.

**1.28 UMBRELLA ASSOCIATION BOARD OR UMBRELLA BOARD.** The Board of Directors of the Umbrella Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article II.

**1.29 UNIT MEMBERSHIP.** The Membership in the Umbrella Association which is appurtenant to a Member's Dwelling Unit as provided in Paragraph 2.01 of this Declaration.

**1.30 UTILITIES.** All public and private utility conduits, wires, ducts, pipes, cables and other lines and associated equipment which serve the Premises, as more fully described in Paragraphs 3.06 and 3.07 hereof.

**1.31 VILLAGE.** The Village of Deerfield.

**1.32 VOTING MEMBER.** Each of the seven (7) Directors constituting the Umbrella Association Board comprised of the number of Directors elected by any Residential Association as its representatives, together with the duly elected representative from the Manor Homes as more fully described in Article II hereof. The Voting Member is also sometimes referred to herein as an "Umbrella Association Delegate".

**ARTICLE II**  
**MEMBERSHIP AND VOTING RIGHTS IN THE UMBRELLA ASSOCIATION;**  
**UMBRELLA BOARD OF DIRECTORS OF THE UMBRELLA ASSOCIATION**

**2.01 MEMBERSHIP.** Every Owner of a Dwelling Unit is hereby declared to be a Member of the Umbrella Association. Membership is appurtenant to and shall not be separated from ownership of such Owner's Dwelling Unit. Each such Owner, by acceptance of a deed or other conveyance of a Dwelling Unit, thereby becomes a Member, whether or not this Declaration or such Membership is made a part of, incorporated by reference in, or expressed in said deed or conveyance. There shall be one (1) Membership allocable to each Dwelling Unit (herein called a "Unit Membership") and any Member who is the Owner of more than one such Dwelling Unit shall have the number of Unit Memberships equal to the number of such Dwelling Units. If the record ownership of a Dwelling Unit shall be in more than one person, or if an owner of a Dwelling Unit is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the Unit Membership and be responsible for the obligations attributable thereto, shall be designated by such owner or owners in writing.

**2.02 VOTING RIGHTS.** Each Voting Member shall have one (1) vote at any Umbrella Association meeting. Any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority of the votes represented at the meeting by the Voting Members present at such Meeting, except as otherwise provided herein or in the By-Laws.

**2.03 UMBRELLA BOARD OF DIRECTORS.** The Umbrella Association shall be governed by its Umbrella Board of Directors ("Umbrella Board"), which Umbrella Board shall consist of seven (7) persons duly appointed or elected as provided herein and in the Articles of Incorporation and By-Laws of the Umbrella Association.

**2.04 ELECTION OF DIRECTORS.** Each year and election shall be held by the Owners of the Manor Homes for the purpose of electing one (1) Voting Member to represent the Manor Homes as a Director of the Umbrella Board. One individual shall be designated as the "Voting Person" for each Manor Home. The Voting Person or his proxy shall be the individual who shall be entitled to vote for election of the Umbrella Association Director to represent the Manor Home Owners. If the record ownership of a manor home shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Person for the manor home shall be designated by such owner or owners in writing to the Umbrella Board

and if in the case of multiple individual Owners no designation is given, then the Umbrella Board, at its election, may recognize an individual Owner of the Manor Home as the Voting Person for such Manor Home. The Manor Home Owner receiving the highest number of Votes shall be elected as the Manor Home Voting Member at the Umbrella Association Board.

**2.05 INFORMAL ACTION BY DIRECTORS.** Unless specifically prohibited by the Articles of Incorporation or By-Laws of the Umbrella Association, any action required by this Declaration to be taken by the Umbrella Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors of the Umbrella Board entitled to vote with respect to the subject matter thereof. Any such consent signed by all the Directors of the Umbrella Board shall have the same effect as a unanimous vote.

**2.06 UMBRELLA BOARD LIABILITY.** The Umbrella Board, Directors of the Umbrella Board, Officers of the Umbrella Association, and the agents and employees of any of them (all of the above hereinafter referred to as the "Protected Parties"), shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions which shall occur subsequent to the date of the recording of this Declaration, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend any and all of the Protected Parties against all claims, suits, losses, damages, costs and expenses, including, without limitation, attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. Each Owner shall be entitled to a right of contribution from every other Owner in respect of said indemnity to the end that, to the extent possible, the burden of any such indemnity shall be borne by the Owners at the time the loss, cost, damage or expense is incurred and shall be based upon the respective percentage interest of each Owner. The Umbrella Board shall assess each Owner for his share of the cost of such indemnification, and such Community Assessment shall be collectible and enforceable in mode and manner as set forth in Article IV hereof. To the extent possible, the obligation of the Owners for indemnification and the Umbrella Board's ability hereunder shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Umbrella Association.

**2.07 NONPROFIT PURPOSES OF ASSOCIATION.** Nothing herein shall be construed to give the Umbrella Association authority to conduct an active business for profit on its own behalf or on behalf of the Members.

**2.08 GOVERNING LAW.** Except as otherwise provided in this Declaration, the Umbrella Association, its Umbrella Board, Officers and Members shall be governed by the Illinois Not-For-Profit Corporation Act.

### **ARTICLE III EASEMENTS AND PROPERTY RIGHTS**

**3.01 EASEMENTS TO RUN WITH LAND.** All easements described herein are easements appurtenant to and running with the land, and, so long as the Premises are subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding upon any owner, purchaser, mortgagee and other persons having an interest in the Premises, or any part or portion thereof. Reference in the respective deeds of conveyance, or

in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article III, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees and mortgagees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

### **3.02 EASEMENTS OF ACCESS.**

(a) Every Owner of a Dwelling Unit is hereby granted and reserved a perpetual nonexclusive easement for the purpose of reasonable ingress and egress to and from all public and private ways which adjoin the Premises through, over and across the Community Area and Community Facilities, which are legally described in Exhibit "E" attached hereto. The use by each Owner and by his invitees of the Community Area and Community Facilities shall be subject to such reasonable rules and regulations as the Umbrella Board shall promulgate.

(b) The Umbrella Association is hereby granted and reserved perpetual nonexclusive easements to, through, over and across the Common Elements of the Condominium Association, the Community Area, any Limited Community Areas, and the Community Facilities for the purpose of exercising the rights, performing the functions, and discharging the responsibilities, permitted or required to be performed or discharged by it pursuant to any provision of this Declaration.

(c) The County, the Village, or any other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over roads and driveways located on the Community Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises.

**3.03 RIGHTS OF ENJOYMENT.** Every Member shall have the right and easement of enjoyment in and to the Community Area (except the Limited Community Areas) and Community Facilities, which right and easements shall include, but not be limited to, easements for pedestrian and vehicular ingress and egress, placing of utilities appurtenant to his Dwelling Unit and use of open spaces and other Community Facilities. Such right and easement shall be appurtenant to and shall pass with the title to every Dwelling Unit, subject to the following rights:

(a) The right of the Umbrella Association to pass reasonable rules and regulations.

(b) The right of the Umbrella Association to limit the number of guests of Members and to establish rules and fees with respect to guest usage of the Community Area and Community Facilities.

(c) The right of the Umbrella Association to charge reasonable admission and other fees for the use of any Community Facility.

(d) The right of the Umbrella Association to suspend the use of the Community Facilities by a Member for the period during which any Community Assessment against his Dwelling Unit remains unpaid and for an additional reasonable period for any infraction of its rules and regulations.

(e) The right of the Umbrella Association to levy Community Assessments as provided in this Declaration.

(f) The right of the Umbrella Association reserved under this Declaration.

(g) The right of the Umbrella Association to control parking in the Community Area by rules and regulations.

(h) The exclusive right of any Dwelling Unit Owner to the use of the Limited Community Area assigned to such Dwelling Unit, subject to reasonable rules and regulations of the Umbrella Association.

**3.04 DELEGATION OF USE.** Any Member may delegate, in accordance with and subject to the By-Laws of or uniform rules adopted by the Umbrella Association, his right to enjoyment of the Community Area and Community Facilities to residents of his dwelling unit.

**3.05 ENCROACHMENTS.** In the event that, by reason of the construction, settlement or shifting of any structures located on the Premises, any such structure encroaches or shall hereafter encroach upon any portion of the Premises which is not owned by the Owner of the encroachment, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of the owner of such encroachment; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment is detrimental to or materially interferes with the reasonable use and enjoyment of the Premises burdened thereby or if it occurred due to the willful conduct of the Owner of such encroachment.

**3.06 UTILITY EASEMENTS.** An irrevocable license and easement is hereby granted to SBC Corporation, Commonwealth Edison Company, Northern Illinois Gas Company, cable television, and all other public or private utilities serving the Premises, to go upon only that portion of the Premises legally described in Exhibit "E" attached hereto and hereby made a part hereof, at any time and from time to time for the purposes of installation, maintenance and repair of all utility facilities under control of said utility company or which said utility company shall deem necessary to require installation, maintenance or repair for the purpose of providing utility services to the Premises.

**3.07 EASEMENT TO VILLAGE OF DEERFIELD.** An easement is hereby granted to the Village and its officers, personnel and emergency and other vehicles to go upon the Community Area for the purpose of providing police and fire protection services and maintaining and repairing sanitary sewer and water mains. Said easement shall be exercised only to the extent and for such period of time that the maintenance is required to accomplish the purpose hereinabove mentioned. The Village shall own (i) the water mains and water lines up to and including the buffalo-box (B-Box) and (ii) all sanitary sewer lines exclusive of connections thereto. In repairing any of the Village owned water mains or sewer lines the Village shall fully restore any Community Areas affected thereby, including landscaping. The Umbrella Association and the Umbrella Board, shall hold harmless the Village and its officers and personnel from any civil or criminal action for trespass arising from the proper exercise of the rights granted in this Paragraph 3.07.



**3.08 NO DEDICATION TO PUBLIC USE.** Nothing contained in this Declaration shall be construed to constitute a dedication, express or implied, or any part of the Premises to or for any public use or purpose whatsoever.

**3.09 RECREATIONAL FACILITY PARKING.** Passenger motor vehicles only shall be permitted to be parked in any outdoor parking space contained in the Community Area. No vehicles shall be stored on any Community Area. There shall be no parking of any boats, trucks, or recreational vehicles in any Community Area. The Recreational Facility parking shall be for short-term parking purposes while using the Recreational Facilities. The use of any such designated parking areas shall be governed by such rules and regulations as may be prescribed by the Umbrella Board.

**3.10 STREET AND UTILITIES DEDICATION.** The Umbrella Board may elect to dedicate a portion of the Community Areas to a public body for use as, or in connection with, a street or utility; provided that no such dedication shall be effective until acceptance by the appropriate public body.

**3.11 ACCESS TO ROADWAY.** At no time shall the Umbrella Board, any Residential Association, or any Dwelling Unit owner restrict, prohibit, interfere with or close public access to the private ring road serving the Coromandel Development, which road is legally described as Lot 44 on Exhibit "E" attached hereto, except that the Umbrella Association shall have the right to temporarily close public access for one (1) day each year commencing with the effective date of this Declaration. Parking on the ring road will be limited to one side of the road.

Notwithstanding the foregoing provisions of this Paragraph 3.11, the right of each Owner to access the Premises from the area known as the "North Access" to the private ring road as shown on the Plat of Subdivision of the Development Area, shall be limited in that no access shall be made to the Premises by means of vehicular ingress or egress through the North Access.

In the event any Owner challenges the provisions of this Paragraph 3.11 in a court of law, either by taking action against the Umbrella Association, its Board of Directors or the Village of Deerfield, such Owner shall be responsible for payment of any costs, including attorneys fees, incurred either directly or indirectly by the Association as a result of such action.

#### **ARTICLE IV COVENANTS FOR COMMUNITY ASSESSMENTS**

**4.01 CREATION OF THE LIEN AND PERSONAL OBLIGATION.** An Owner of a Dwelling Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance for each Dwelling Unit owned by such owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay the Umbrella Association Community Assessments and User Charges as are levied pursuant to the provisions of this Declaration and the By-Laws of the Umbrella Association. Such Community Assessments and User Charges, together with interest thereon and cost of collection, if any, as hereinafter provided, shall be a charge and continuing lien upon the Dwelling Unit against which such Community Assessment is made and upon the Unit Membership appurtenant thereto. Each such Community Assessment and User Charge, together with such interest and costs, shall also be the personal obligation of the Member who was the Owner of such Dwelling Unit at the time when the same fell due. All Members of the

Umbrella Association who are also members of a Residential Association shall pay their required Community Assessment in conjunction with their Residential Association assessments.

**4.02 PURPOSE OF COMMUNITY ASSESSMENTS.** The Community Assessments levied by the Umbrella Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Umbrella Association and in particular, without limiting the foregoing: (i) for the improvement and maintenance of the services and facilities devoted to the use and enjoyment of the Community Area and Community Facilities; (ii) for the making of repairs, replacements and additions to the Community Area and Community Facilities, defraying the cost of labor, equipment, and material required for the maintenance of the Community Area and Community Facilities; (iii) for the payment of taxes and insurance on the Community Area and recreational facilities; and (iv) in general for carrying out the duties of the Umbrella Board as set forth in this Declaration (including Article V hereof) and the By-Laws of the Umbrella Association; and for carrying out the purposes of the Umbrella Association as stated herein and in its Charter.

**4.03 COMMUNITY ASSESSMENT PROCEDURES.**

(a) **Preparation Of Estimated Budget.** Each year on or before November 1, the Umbrella Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, fees, reserves, supplies and other items including, but not limited to, such items which, in the judgment of the Umbrella Board, will be required to be provided to the Umbrella Association or required to meet the Umbrella Association obligations during the ensuing calendar year to effect the purposes of the Umbrella Association, a copy of which Estimated Budget shall be provided to all Owners at least thirty (30) days prior to its adoption by the Umbrella Board. The Annual Budget shall take into account any estimated net operating income or deficit which may result from the operation of the Community Area during such year and income from User Charges to be received pursuant to Subparagraph 4.03(d) hereof. The "Estimated Cash Requirements" shall be allocated among and assessed to Members in accordance with the provisions of Paragraph 4.06 hereof. The Umbrella Board shall give written notice, mailed or delivered or otherwise authorized, to each Owner no less than ten (10) and more than thirty (30) days prior to any meeting of the Umbrella Board concerning the adoption of any estimated Budget or any increase or establishment of an Community Assessment.

(b) **Adjustments To Estimated Budget.** If any Estimated Cash Requirement proves inadequate for any reason (including nonpayment of any Member's Community Assessment), the Umbrella Board may at any time levy a further Community Assessment. The Umbrella Board shall serve notice of such further Community Assessment on all Members by a statement in writing giving the amount and reasons therefor and such further Community Assessment shall become effective with the monthly Community Assessment payment which is due more than ten (10) days after the delivery of such notice of further Community Assessment. All Members shall be personally liable for and obligated to pay their respective monthly amount.

(c) **Failure To Prepare Annual Budget.** The failure or delay of the Umbrella Board to prepare an Annual or Adjusted Budget shall not constitute a waiver or release in any manner of any Member's obligation to pay his share of the Estimated Cash Requirement as herein provided, whenever the same shall be determined and in the absence of any Annual Budget or Adjusted

Budget, each Member shall continue to pay the monthly charge at the then existing monthly rate established for the previous period.

(d) **User Charges.** The Umbrella Board may establish, and each Member shall pay, User Charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Members or which, in the judgment of the Umbrella Board, should not be charged to every Member. Such expenses may include, without limitation, fees for the use of Limited Community Areas, outdoor parking spaces and other charges for use of facilities located in the Community Area; charges predicated on the negligence of any Member or the abuse of any area or Community Facility required to be maintained by the Umbrella Association; and fees for such other services and facilities provided to Members which should not reasonably be allocated among all of the Members in the same manner as Community Assessments. Such User Charges may be billed separately to each Member benefited thereby, or may be added to such Member's Community Assessment as otherwise determined, and collected as a part thereof pursuant to Paragraphs 4.06 and 4.07 hereof. Nothing herein shall require the establishment of User Charges as hereinabove authorized, and the Umbrella Board may elect to treat all or any portion thereof as expenses to be defrayed by Community Assessments.

#### **4.04 SPECIAL COMMUNITY ASSESSMENTS RESERVES AND INITIAL CAPITAL CONTRIBUTION.**

(a) **Special Community Assessment.** In addition to the annual Community Assessment authorized by Paragraph 4.03, the Umbrella Board may levy Special Community Assessments for the purpose of defraying, in whole or in part, the cost of construction or purchase of a specified capital improvement upon or to the Community Area, and the necessary fixtures and personal property related thereto. The provisions of this Paragraph 4.04 shall not limit the power of the Umbrella Board, without such prior approval, to levy Community Assessments to reconstruct, replace or restore any Community Facilities to the condition as originally constructed by Developer.

(b) **Reserves.** The Umbrella Board shall segregate and maintain a special reserve account (the "Umbrella Fund") to be used solely to make capital expenditure in connection with the Community Area or Community Facilities.

**4.05 NOTICE.** Written notice of any meeting called for the purpose of authorizing any Special Community Assessments requiring approval pursuant to Paragraph 4.04 hereof shall be sent to all Members and Umbrella Association voting Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

**4.06 BASIS AND ALLOCATION OF COMMUNITY ASSESSMENT.** The annual Community Assessment shall be based on the budget for the ensuing calendar year, which Budget shall show the following with reasonable explanations and itemizations:

- (a) The estimated Community Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Community Expenses including, without limitation, amounts to maintain the Umbrella Reserve;

(c) The estimated net available cash receipts from the operation and use of the Community Area and the furnishing of services to the Residential Associations, plus estimated excess funds, if any, from the current year's Community Assessments;

(d) The amount of the Community Assessment payable by the Owners, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above; and,

(e) That portion of the Community Assessment which shall be payable each month by the Owner of each Dwelling Unit which is subject to Community Assessment hereunder, which shall be equal to one-twelfth (1/12) of the Community Assessment based on the Percentage Ownership of the Community Area as provided in Exhibit "C" attached hereto, so that each Owner shall pay its percentage share of Community Assessments.

#### **4.07 PAYMENT OF COMMUNITY ASSESSMENTS.**

(a) On or before the first day of each month, each Member shall pay to his Residential Association that portion of the Umbrella Association annual community Assessment and any User Charges, which are payable by such Member, together with the portion of Residential Association assessments due to his Residential Association.

(b) On or before the first day of each month, each Member who owns a Manor Home shall pay to the Umbrella Association his portion of the Umbrella Association annual Community Assessment and any User Charges, if applicable, which are payable by such Member.

(c) Upon written demand of an Owner or a First Mortgagee at any time, the Umbrella Association shall furnish such Owner or First Mortgagee a written dated Certificate signed by an officer of the Umbrella Association setting forth whether there are any then unpaid Community Assessments levied against such owner's Dwelling Unit. Such Certificate shall be conclusive evidence of payment of any Community Assessments theretofore levied and not stated therein as unpaid.

(d) Each Residential Association shall be responsible for collecting on behalf of the Umbrella Association all Community Assessments due the Umbrella Association from Members of Dwelling Units which are subject to Community Assessment hereunder and shall properly remit such collected Community Assessments to the Umbrella Association. All funds so collected for the Umbrella Association shall be held in trust by each Residential Association and remitted to the Umbrella Association without any deduction or set-off.

(e) Notwithstanding anything to the contrary herein contained, the Umbrella Association may at any time and from time to time (whether at the commencement of or during the course of a Community Assessment year), by notice to any Residential Association and to the members therein (which notice need not be given to any other Residential Association to which such notice does not apply), terminate permanently or for any period of time the right of such Residential Association to collect any User Charges or Community Assessment installments falling due after the date of such notice. In such event the Umbrella Association shall perform the collection functions theretofore performed on its behalf by the terminated Residential Association, and Members shall be required to pay User Charges and Community Assessments directly to the

Umbrella Association rather than to such Residential Association. The Umbrella Association may exercise its aforesaid rights as frequently as it deems necessary.

#### **4.08 NONPAYMENT OF COMMUNITY ASSESSMENTS.**

(a) Any installment of a Community Assessment which is not paid to the Umbrella Association when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Umbrella Board may upon notice to such Member of such delinquency, accelerate the maturity of all remaining installments due with respect to the current Community Assessment year, and the total amount shall commence to bear interest from the date of acceleration at the highest legal rate per annum. The Umbrella Association may bring an action against the Member personally obligated to pay Community Assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such Community Assessment and included in any judgment rendered in such action; and the Umbrella Association may enforce and foreclose any lien it has or which may exist for its benefit.

(b) If any Residential Association shall fail to collect and to remit the Community Assessments and User Charges allocated to it within the time fixed herein or by the Umbrella Board for such collection and remittance, whether or not such Community Assessments or User Charges have been collected from a Member, the Umbrella Association shall have, in addition to the rights described in subparagraph (a) above, the right to collect such Community Assessment and User Charges directly from the Residential Association and may bring an action for such purpose directly against the Residential Association and shall recover from the Residential Association all sums which should have been collected by the Residential Association from the members of the Umbrella Association.

(c) No Member shall be relieved of personal liability for the Community Assessments and for other amounts due as provided herein by nonuse of the Community Area or abandonment or transfer of ownership of his Dwelling Unit, provided that upon transfer of ownership of a Dwelling Unit, the transferor shall not be responsible for Community Assessments accruing after the date of transfer.

(d) The lien of the Community Assessments provided for in Paragraph 4.01 hereof shall be subordinate to the lien of any First Mortgage or mortgages now or hereafter placed upon the Dwelling Units subject to Community Assessment; provided, however, that such subordination shall apply only to the Community Assessments which have become due and payable prior to the earlier of the date the holder of said mortgage takes possession of the Dwelling Unit, accepts a conveyance of any interest in the Dwelling Unit or has a receiver appointed in a suit to foreclose his lien. such taking of possession, conveyance or appointment shall not relieve the holder of said mortgage from liability for any Community Assessments thereafter becoming due, nor from the lien of any such subsequent Community Assessments. Except for the foregoing, the lien for Community Assessments provided for in Paragraph 4.01 shall not be affected by any sale or transfer of Dwelling Unit.

(e) Other than attorney's fees, no fees pertaining to the collection of a Member's financial obligation to the Umbrella Association, including fees charged by a manager or managing agent,

shall be added to and deemed a part of a Member's respective share of the Community Assessments unless: (i) the managing agent fees relate to the costs to collect Community Assessments for the Umbrella Association; (ii) the fees are set forth in a contract between the managing agent and the Umbrella Association; and (iii) the authority to add the management fees to a Member's respective share of the Community Assessments is specifically stated in the Declaration or By-Laws of the Umbrella Association.

## **ARTICLE V ADMINISTRATION AND USE OF COMMUNITY AREA**

### **5.01 GENERAL POWERS AND DUTIES OF THE UMBRELLA BOARD.**

The Umbrella Board shall have all of the powers and duties granted to it or imposed upon it by this Declaration, the By-Laws and the Illinois General Not-For-Profit Corporation Act including, without limitation, the following general powers and duties:

(a) To adopt rules and regulations governing the use, maintenance and administration of the Community Area and Community Facilities for the health, comfort, safety and general welfare of persons using the Community Area and Community Facilities.

(b) To repair, maintain, improve and replace the Community Area and all Community Facilities thereon including, without limitation, all landscaping in any cul-de-sac island or parkway which is part of the Community Area, and to have such rights of ingress and egress over and upon the Premises as may be required to exercise such rights.

(c) To provide maintenance and services with respect to the Community Area, including, but not limited to, (i) maintenance, repair and replacement of all private roads and streets, detention ponds, recreational facilities, all outdoor parking areas, lighting fixtures, signage, street furniture, entrance monuments, perimeter fencing and other Community Facilities; (ii) snow removal from private roads and streets and private sidewalks adjacent thereto; (iii) maintenance, repair, replacement, and care of all trees, shrubs, grass and landscaped areas; and (iv) maintenance, repair, replacement and operation of all utilities or portions thereof which are not maintained by the Village or by a public or quasi-public utility or authority or a Residential Association, but excluding the maintenance, repair or replacement of any portion of a driveway serving a Manor Home or Townhome Unit.

(d) To provide the following maintenance and services to areas which are not part of the Community Area, but are located on lots:

(1) Snow removal from any driveway or sidewalk; and

(2) Maintenance, repair, replacement and care of all trees, shrubs, grass and landscaped areas.

(e) To provide snow removal from public sidewalks adjacent to public roads, and maintenance of landscaping and grounds to the curb line of any public roads adjacent to the Premises, notwithstanding that such sidewalks are not part of Community Areas, but excluding the maintenance of the sidewalks.

(f) To pay for, out of the Community Assessment funds provided for in Article IV hereof, all taxes and Community Assessments and other liens and encumbrances which shall properly be assessed or charged against the Community Area, subject to the provisions of Paragraph 5.03 hereof.

(g) To retain and compensate a firm to manage the Umbrella Association and the Community Area and Community Facilities or any separate portion thereof, and to provide the services of such other personnel as the Umbrella Board shall determine to be necessary or proper for the operation of the Umbrella Association, whether such personnel are employed directly by the Umbrella Board or by such Manager.

(h) To provide any material, supplies, insurance, furniture, equipment, fixtures, labor, services, maintenance, repairs, taxes or Community Assessments which the Umbrella Board is required to obtain or pay for pursuant to the terms of this Declaration or the By-Laws, or which in its opinion shall be necessary or proper for the operation or protection of the Umbrella Association and its Members or for the enforcement of this Declaration.

(i) To make the dedications and grant the utility easements described in Paragraphs 3.06 and 3.07 hereof.

(j) To obtain (and the Umbrella Board shall obtain with the premiums therefor being part of the Community Assessment levied pursuant to paragraph 4.03) such policy or policies of insurance as may be necessary, in the Umbrella Board's opinion, to insure the Umbrella Association against any liability in connection with the ownership and operation of the Community Area and Community Facilities including, but not limited to, the following:

(1) Insurance on the Community Area and Community Facilities against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements, in an amount sufficient to prevent the insured from being a coinsurer within the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the full insurable replacement cost thereof. The "full insurable replacement cost" of the Community Area and Community Facilities shall be determined from time to time by the Umbrella Board, which determination may be based upon appropriate insurance appraisals. All such policies of insurance shall name as insured the Umbrella Association.

(2) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Community Area or upon, in or about the streets and passageways and other areas adjoining the Community Area and Community Facilities, such public liability and property damage insurance to afford protection to such limits as the Umbrella Board shall deem desirable; provided, however, that the coverage shall be no less than Two Million (\$2,000,000.00) Dollars per occurrence for personal injury and/or property damage. All policies of insurance of the character described in this Subparagraph shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner on account of the negligent acts of the Umbrella Association or another Owner.

(3) Such worker's compensation insurance as may be necessary to comply with applicable laws.

(4) Employer's liability insurance in such amount as the Umbrella Board shall deem desirable.

(5) Fidelity insurance against dishonest acts on the part of Directors, Directors, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Umbrella Association, written in an amount which is no less than three (3) times the Umbrella Association's estimated Community Assessments for annual expenses plus all reserves held by the Umbrella Association.

(6) Such other insurance (including insurance with respect to Officers' and Directors' liability) in such reasonable amounts as the Umbrella Board shall deem desirable.

(k) To obtain, not less than annually a financial statement for the Umbrella Association.

(l) To provide to the Village Manager of the Village of Deerfield on or before April 1 of each year, a list of the names and addresses of the current residents and owners of the Dwelling Units.

**5.02 SPECIAL POWERS OF THE UMBRELLA BOARD.** The Umbrella Board shall have the following additional rights and powers, and shall pay the costs and expenses of exercising the same out of the Community Assessment funds:

(a) To execute, on behalf of all Owners, all divisions of ownership for tax purposes with regard to the Community Area or any portion thereof.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights or other reasonable form of security against Owners or delinquent owners, if the Umbrella Board sees fit.

(c) To enter into contracts; maintain one or more bank accounts granting authority as the Umbrella Board shall desire to one or more persons (including the managing agent of the Community Area) to draw upon such accounts; invest surplus funds of the Umbrella Association in U.S. Government securities or in passbook savings accounts insured by the Federal Deposit Insurance Corporation or the Federal Savings & Loan Insurance Corporation; and generally, to have all the powers necessary or incidental to the operation and management of the Umbrella Association.

(d) To protect or defend the Community Area from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(e) To adjust the amount of, collect and use any insurance proceeds to repair damaged property or replace lost property.

(f) To transfer the Community Area to any title holding land trust in exchange for the entire beneficial interest therein, or to any corporation in which the Umbrella Association is the sole shareholder.



(g) To enforce the provisions of this Declaration and rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

### **5.03 REAL ESTATE TAXES AND COMMUNITY ASSESSMENTS.**

Notwithstanding anything to the contrary herein contained and whether or not Declarant shall have conveyed to the Umbrella Association title to the Community Area and Community Facilities, the Umbrella Association shall pay and discharge all general and special real estate taxes and Community Assessments levied by any public authority with respect to the Community Area and Community Facilities.

### **5.04 RIGHTS OF VILLAGE.** The Village shall have the following rights:

(a) If the Umbrella Association shall (i) default in any of its obligations described above in Paragraph 5.01(b), (c), (d), or (ii) shall fail to perform any maintenance or repair work to any of the Development Improvement Plan which the Village deems necessary to assure conformance to the Planned Unit Development Final Development Plan approved by the Village for the Development Area and any other code or ordinance of the Village and if such default or failure to perform shall continue for ten (10) days after notice thereof in writing to the Umbrella Board, then and in such event, the Village shall have the right (but not the obligation) to enter upon the Community Area and remedy the same or cause the same to be done. The Umbrella Association shall, upon demand, reimburse the Village for the reasonable cost of such work and if payment is not made within thirty (30) days after demand, then with respect to each Dwelling Unit, the aliquot share of the amount due shall become a lien on the Dwelling Unit. Each such lien shall be subordinate to the (a) lien of the First Mortgage on the Dwelling Unit and (b) the lien for Community Assessments which become due after the date on which the Village's lien attaches to the Dwelling Unit. At the request of the Village, the Umbrella Association shall levy a Special Community Assessment for the payment of any such amounts which become due the Village, and the Village shall have the right to seek an injunction causing the Umbrella Association to make such Special Community Assessment or, in the alternative, to record an appropriate notice of lien against all of the Dwelling Units and to foreclose any such lien as provided for or permitted under applicable law. This paragraph 5.04 shall be deemed a covenant running with the land and shall not be amended or deleted without the prior written consent of the Village. Except for the prompt regrading of the Community Area to its preexisting condition, the Village shall in no event be obligated to restore the Community Area to the exact condition which it was in immediately preceding any such entering upon the Community Area and remedying of the Umbrella Association's default.

(b) The Village shall at all times have all rights granted to the Village in all prior recorded documents affecting the Development Area, including, but not limited to, the Plat of Subdivision and Development Agreement.

**5.05 USE AND ENJOYMENT OF RECREATION FACILITIES.** The rights of the Owners to use and possess the Recreation Facilities following any annexation of such Recreational Area to the Premises as Community Areas, may, from time to time, be made subject to a subordinate right to use and possess the Recreational Facilities (the "User Rights") in favor of any person who is not an Owner or Member and who is authorized by the Umbrella Board to have access to the Recreation Facilities for a fee (the "External Users"). The other Recreational Facilities

shall be available for the use of the External Users, provided, however, that the Members shall have the right to Priority Use of the Recreational Facilities. The User Rights shall at all times be subject to the provisions of this paragraph 5.05 and additional rules and regulations as the Umbrella Board may adopt with respect to the use and enjoyment of the Recreational Facilities.

## **ARTICLE VI MISCELLANEOUS PROVISIONS REGARDING MORTGAGEES**

The following provisions are intended for the benefit of each First Mortgagee and to the extent, if at all, that any other provisions of this Declaration or the By-Laws conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Umbrella Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded First Mortgage on a Dwelling Unit ("Insurer or Guarantor") and the Dwelling Unit number, the Umbrella Association shall furnish each First Mortgagee, Insurer or Guarantor, a written notice of default of any Owner's obligations under this Declaration which is not cured within thirty (30) days. Any First Mortgagee of a Dwelling Unit who comes into possession of the said Dwelling Unit pursuant to the remedies provided in the First Mortgage, by foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid Community Assessments or User Charges in favor of the Umbrella Association against the mortgaged Dwelling Unit which become due prior to (i) the date of the transfer of title; (ii) the date on which the First Mortgagee comes into possession of the Dwelling Unit; or (iii) the date on which a receiver is appointed in a suit to foreclose the holder's lien, whichever occurs first.

(b) Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

(1) To examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Umbrella Association during normal business hours.

(2) To receive a financial statement prepared for the Umbrella Association within ninety (90) days following the end of its fiscal year.

(3) To receive written notices of all meetings of the Umbrella Association and to designate a representative to attend all such meetings.

(4) To receive written notice of any decision by the Umbrella Association or Owners to make a Material Amendment to the Declaration, By-Laws or the Articles of Incorporation of the Umbrella Association.

(5) To receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Umbrella Association.

(6) To receive written notice of any proposed action which would require the consent of a specified percentage of First Mortgagees.

(c) No provisions of this Declaration, the By-Laws or the Articles of Incorporation of the Umbrella Association or any similar instrument pertaining to the Premises or the Dwelling Units therein shall be deemed to give an Owner or any other party priority over the rights of the First Mortgagees pursuant to their First Mortgages in the case of distribution to owners of insurance proceeds or condemnation awards for losses to or taking of the Dwelling Units and/or the Community Area, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Dwelling Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

(d) Upon specific written request to the Umbrella Association, each First Mortgagee, Insurer or Guarantor of a Dwelling Unit shall be furnished notice in writing by the Umbrella Association of any damage to or destruction or taking of the Community Area or Community Facilities if such damage or destruction or taking exceeds Fifty Thousand (\$50,000.00) Dollars, or of any damages to the Dwelling Unit in excess of Ten Thousand (\$10,000.00) Dollars.

(e) If any Dwelling Unit or portion thereof or the Community Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Dwelling Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of this Declaration, the Articles of Incorporation or By-Laws of the Umbrella Association or any other instrument pertaining to the premises or the Dwelling Units will entitle the Owner of a Dwelling Unit or other party to priority over such First Mortgagee with respect to the distribution of the proceeds of any award or settlement with respect to such Dwelling Unit.

## **ARTICLE VII BUILDING EXTERIOR**

**7.01 BUILDING EXTERIORS.** Each Owner of a Dwelling Unit contained upon a Lot, as defined herein, and each Residential Association, shall be required, at the sole cost and expense of the Owner(s) of the Dwelling Units therein, to maintain and keep their respective parcels and improvements thereon in good condition and repair. Building exteriors shall include, but not be limited to, the roof, foundation, steps, footings, outer surface of exterior walls, the driveways, windows and window systems, garage doors and all exterior doors. The Owner of a Manor Home shall provide and be solely responsible for all maintenance, repair and replacement of the driveway serving the Manor Home, including any portion of the driveway within the Community Area. The Townhome Residential Association shall be solely responsible for the maintenance, repair and replacement of the driveways servicing the Townhome Dwelling Units including any portion of the driveways located within the Community Area. In no event shall the Building Exterior of any improvement constructed upon a lot be changed in color, materials or in any manner whatsoever, unless such change is approved in writing by the Umbrella Board. If any Owner or Residential Association shall fail to maintain and repair any Building Exterior, the Umbrella Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon the Common Elements, townhome area or manor home Lot and to repair, maintain and restore the Building Exterior and any other improvements thereon. Any sums so spent by the Umbrella Association shall, on demand, be immediately due and payable to the Umbrella Association by the

defaulting Residential Association, or manor home owner and the Umbrella Association shall have the same remedies to enforce collection of such sums as for other unpaid Community Assessments hereunder.

**7.02 DEVELOPER CONSTRUCTION.** The provisions of this Article VII shall not apply with respect to construction, installation, alteration or change of any improvements performed by the developer of the property or any affiliate or other entity controlled by said developer.

## **ARTICLE VIII GENERAL RESTRICTIONS AND MAINTENANCE OBLIGATIONS**

**8.01 PREMISES AND COMMUNITY AREA RESTRICTION.** No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Premises and Community Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part thereof, except as permitted by the Umbrella Board.

**8.02 OBSTRUCTIONS.** There shall be no obstruction of the Community Area or Premises, and nothing shall be stored in the Community Area without the prior consent of the Umbrella Board.

**8.03 PETS.** No animal of any kind shall be raised, bred or kept in the Community Area or on any Lot or any Dwelling Unit, except that an Owner may keep domestic cats or dogs, not to exceed two (2) in total. The Umbrella Board may from time to time adopt rules and regulations governing the use of the Community Area by pets. Any pet causing or creating a nuisance or unreasonable disturbance on the Community Area shall be permanently removed from the Premises upon three (3) days' written notice from the Umbrella Board to the owner of the Dwelling Unit containing such pet and the decision of the Umbrella Board shall be final.

**8.04 PROSCRIBED ACTIVITIES.** No noxious or offensive activity shall be carried on in the Community Area nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the owners.

**8.05 STRUCTURAL IMPAIRMENT.** Nothing shall be done in, on or to the Community Area which would impair the structural integrity of any Building or structure located thereon.

### **8.06 RESTRICTIONS ON USE AND OCCUPANCY; NO UNSIGHTLY USES.**

(a) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Dwelling Unit, Lot, the Community Area, the Community Facilities and the Common Elements, nor shall any boats, snowmobiles, motorcycles, recreational vehicles, motor homes or trucks be stored or parked upon (i) any portion of the Community Area (including, without limitation, any private roads or streets) or (ii) upon any Lot.

(b) No automobiles shall be parked on any Community Area (including, without limitation, grass and other landscaped areas) except those Community Areas designed as parking areas.

(c) Each Lot, Dwelling Unit and the Community Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be permitted thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Umbrella Board.

(d) The Umbrella Board may authorize any vehicles parked in violation of any parking regulations issued in connection with the Community Area or any Lot or Dwelling Area to be towed away and any such towing charge shall become a lien upon the Dwelling Unit of the Owner of the vehicle in the same manner as provided in Article IV hereof for non-payment of Community Assessments.

(e) No pools, spas, screened porches, decks, satellite dishes (unless required by governmental law or regulation), fences, walls, birdbaths, statues, structures or permanent installations of any kind or nature shall be installed on any Dwelling Unit or Lot, except that any installations made by Developer shall be permitted, except upon the written consent of, the Umbrella Board.

(f) No Owner shall permit anything to be done or kept on his Lot or in his Dwelling Unit or in the Community Area which will increase the rate charged for or cause the cancellation of insurance carried by the Umbrella Association on the Community Area or the improvements or contents thereof, or which would be in violation of any law, nor shall any waste be committed in the Community Area.

(g) Home occupations which are businesses or occupations of the type which comply with the standards which are set forth in Section 2.03, A-D and Section 2.04 of the Village of Deerfield Zoning Ordinance as an accessory use in the R-5 General Residence Zoning District as defined in the Village of Deerfield Zoning Ordinance and also comply with all other regulations of the Village of Deerfield shall be permitted. No other industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any Lot or in any Dwelling Unit, except with written consent of the Umbrella Board. Notwithstanding the foregoing, the above restrictions shall not, however, be construed in such a manner as to prohibit an Owner from: (I) maintaining his professional library therein; (ii). keeping his personal business or professional records or accounts therein; or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of this paragraph.

(h) There shall be no obstruction in the driveways or other portions of the Community Area nor shall ready access to a parking facility, garage or entrance to a Lot be obstructed or impeded in any manner.

(i) Except as constructed or altered by or with the permission of the developer of the property, nothing shall be altered in or removed from the Community Area except upon the written consent of the Umbrella Board. All landscaping shall be maintained as installed by said developer and no changes or alterations to the landscaping shall be permitted except upon the written consent of the Umbrella Board.

(j) Nothing shall be stored on any Lot at any time, except patio furniture, plants or portable gas or charcoal grills. All such items must be stored from the Lots in winter and their use shall be subject to the rules and regulations of the Umbrella Board.

(k) No television antenna, radio receiver or transmitter or other similar device shall be attached to or installed on any portion of any Lot or Dwelling Unit or the Community Area except in compliance with the Telecommunication Act of 1977, as amended. Without limiting the foregoing, the provisions of this paragraph shall not apply to the Umbrella Association with respect to the installation of equipment necessary for a master antenna system, cable television system or other similar systems within the Premises.

(l) The Umbrella Board shall have the right, at its sole discretion, for aesthetic or other reasons, to require removal of any items installed or placed by any Dwelling Unit Owner on any Community Area, Limited Community Area, Common Element, Limited Common Element, condominium Unit, townhome, manor home, or Lot, and the Umbrella Board may issue such rules and regulations or appropriate to implement the provisions of this paragraph.

(m) There shall be no garage sales of any kind permitted on any portion of the Premises except that once each year an Association sponsored garage sale may be permitted provided that the garage sale shall not last more than three (3) days.

**8.07 CONDEMNATION.** In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Umbrella Association and such proceeds, together with any reserves being held for such part of the Community Area shall, in the discretion of the Umbrella Board, either (I) be applied to pay the Community Assessments levied by the Umbrella Association; (ii) be distributed to the owners and their respective mortgagees, as their interests appear, in accordance with the number of Dwelling Units owned by any such Owner; or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners as Community Area under this Declaration. Any acquisition by the Umbrella Association pursuant to this paragraph of real estate which shall become Community Area hereunder shall not become effective unless and until a Supplemental Declaration, which refers to this paragraph and legally describes the real estate affected, is executed by the Umbrella Association and recorded.

**8.08 WINDOW TREATMENT.** The use and the covering of the interior surface of the glass windows and/or doors appurtenant to any of the Dwelling Units shall at all times be white three and one-half (3-1/2") inch vertical Levelor type blinds (i.e., with both interior and exterior surfaces being white) and no other window coverings shall be permissible to be visible from the outside of the Dwelling Units.

**8.09 MAINTENANCE BY LOT OWNER.** Any Lot Owner and Residential Association shall be obligated to maintain his or its Building Exterior in the same condition as it was in at the time of the transfer of title. No changes shall be permitted to the Exterior of any Building without the written consent of the Umbrella Board. Owners of Manor Homes shall also be required to maintain the condition of the driveways located upon their Lots at their sole cost and expense.

**8.10 RECYCLING.** The Umbrella Association shall require each resident to comply with any recycling plan or ordinance in effect in the Village of Deerfield from time to time. Owners shall be required to separate recycling materials from disposable materials and place said recyclable materials in approved containers. The Umbrella Board shall establish rules, regulations and procedures for recycling practices together with fines or costs for breach of any recycling rules, regulations and procedures.

## **ARTICLE IX GENERAL PROVISIONS**

**9.01 BINDING EFFECT.** The easements created by this Declaration shall be of perpetual duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Premises and shall inure to the benefit of and be enforceable by the Umbrella Association and/or any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date that this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years subject to amendment as hereinafter set forth. This Declaration may be amended during the first fifty (50) year period after the date this Declaration is recorded or within any successive ten (10) year period by an instrument signed by those Members owning at least seventy-five percent (75%) of the Dwelling Units which are subject to this Declaration; provided, however, that at any time, no Material Amendment to this Declaration, the By-Laws or the Umbrella Association's Articles of Incorporation shall be effective unless approval thereof is obtained from Eligible Mortgage Holders representing at least fifty-one percent (51%) of the Dwelling Units that are subject to the mortgages held by Eligible Mortgage Holders and provided further that the provisions of this paragraph 9.01 may be amended only by unanimous written consent of the Owners of all Dwelling Units. This Declaration may also be canceled or amended by an instrument signed by Owners holding eighty percent (80%) of the Percentage Interest of Ownership as provided in Exhibit "C" attached hereto, executed and recorded within ninety (90) days of the expiration of any successive ten (10) year period, such cancellation or amendment to be effective on the date of commencement of the ten (10) year period in question, provided, however, that no termination or alteration of the legal status of the Umbrella Association or the Premises for reasons other than substantial destruction or condemnation of the Premises shall be effective unless approval thereof is obtained from at least fifty-one percent (51%) of all Eligible Mortgage Holders. Any instrument executed pursuant to the provisions contained herein shall be filed for record in the Office of the Recorder of Deeds of Lake County, Illinois, and a true, complete copy of such instrument shall be transmitted to each Owner promptly.

Notwithstanding anything to the contrary herein contained, in no event shall this Declaration be amended in any manner that would result in a violation of the requirements of the Village Subdivision Code, zoning ordinance and any other applicable code or ordinance.

**9.02 ENFORCEMENT.** Enforcement by the Umbrella Association or any Owner of the easements, covenants and restrictions contained in this Declaration may be had by any proceeding at law or in equity against any person or persons violating or attempting to violate any such easement, covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these easements, covenants and restrictions;

failure by the Umbrella Association or any owner to enforce any easement, covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

**9.03 TITLE-HOLDING LAND TRUST.** In the event title to any Dwelling Unit is conveyed to a title-holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit 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 any such title-holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Dwelling Unit.

**9.04 LEASE RESTRICTIONS.** Any lease entered into by an owner with regard to his Dwelling Unit shall contain a provision requiring that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the By-Laws and the Declaration (whichever is applicable) governing the Dwelling Unit, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

**9.05 PERPETUITIES AND OTHER INVALIDITY.** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the last to die of the now living lawful descendants of William Clinton, President of the United States and Paul Simon, Senator of the State of Illinois. If any easement created by this Declaration for the benefit of the Umbrella Association shall be declared invalid by a final decree of a court of competent jurisdiction, the Umbrella Association shall be immediately vested with, and is hereby granted, leased and demised, a leasehold estate in the portion of the servient estate theretofore burdened by such easement, for a term which shall commence on the date of such decree and shall expire simultaneously with the expiration of the term of this Declaration, for the same purposes and on the same terms and conditions as theretofore applied to said easement interest, except that the Umbrella Association shall be required to pay as rent for said leasehold estate, an annual rental of One Hundred (\$100.00) Dollars per year for each calendar year or portion thereof which shall elapse during the demised term.

**9.06 SEVERABILITY.** Invalidation of provision of this Declaration by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

**9.07 HEADINGS.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. The terms "Paragraph" and "Section" are used interchangeably herein and shall refer to the corresponding provision in this Declaration containing the same number heading.



**9.08 NOTICES.** Any notice required or desired to be given under the provisions of this Declaration to any Member, Owner or any other person entitled to use the Community Area, or any part thereof, shall be deemed to have been properly delivered when deposited in the United States Mail, postage prepaid, directed to the last known person who appears as a Member, Owner or other person entitled to notice, at the last known address for each such person, all as shown on the books and records of the Umbrella Association at the time such notice is given.

**9.09 CONFLICT.** In the event of any conflict between the terms of this Declaration and the provisions of a Residential Association Declaration, the provisions of this Declaration shall control. However, the provisions of this Declaration are and shall be subservient to the ordinances and regulations of the Village.

**9.10 DISSOLUTION OF THE UMBRELLA ASSOCIATION.** Upon dissolution of the Umbrella Association and/or any Residential Association, its assets shall be transferred to another homeowners' association having similar purposes.

**9.11 NAMES OF FIRST MORTGAGEES.** Each owner shall notify the Umbrella Association and Residential Association of the name and address of the First Mortgagee relating to his respective Dwelling Unit.

**APPROVED AT A MEETING OF THE BOARD OF DIRECTORS HELD ON THE 6th of June, 2023.**

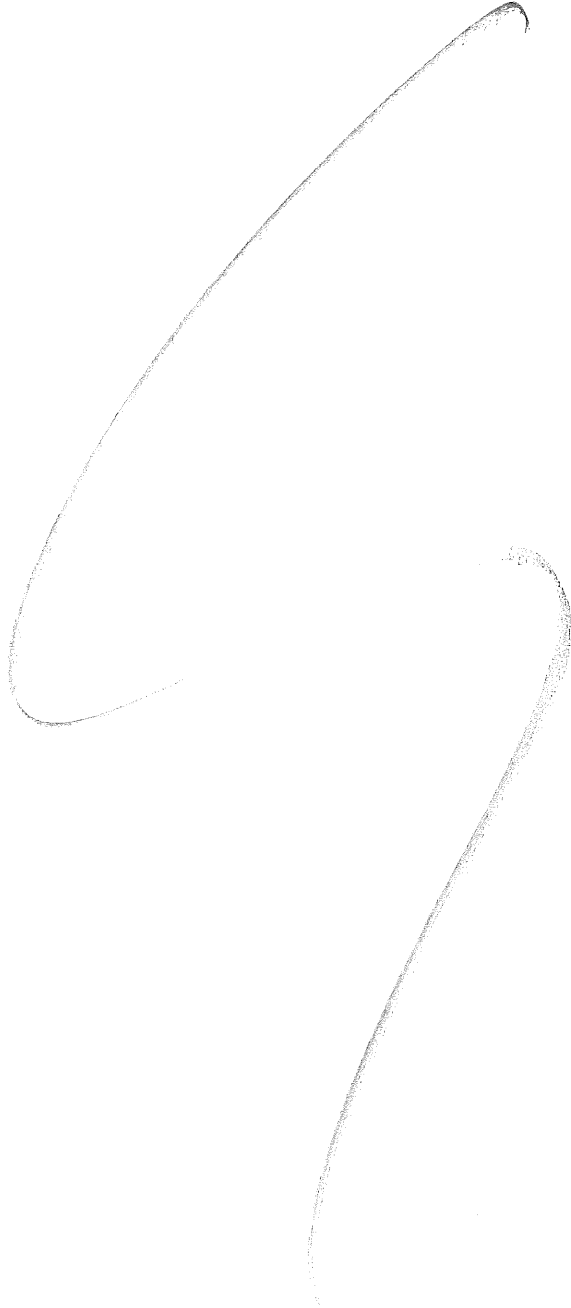
Board of Directors  
Coromandel Umbrella Association

_____	_____
_____	_____
_____	_____
_____	

Being at least 2/3 of the Board of Directors  
of the Coromandel Umbrella Association

**EXHIBIT A**

[RESERVED]



**EXHIBIT B  
TO THE**

**COROMANDEL UMBRELLA DECLARATION  
OF EASEMENTS, RESTRICTIONS,  
COVENANTS AND BY-LAWS**

**LEGAL DESCRIPTION OF ALL  
PREMISES SUBMITTED TO THE DECLARATION**

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 AND 45 IN COROMANDEL RESUBDIVISION, OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 14, 1994 AS DOCUMENT 360333, IN LAKE COUNTY, ILLINOIS, EXCEPT FOR THAT PART THEREOF FALLING IN LOT 3 IN MATTHEY'S RESUBDIVISION.

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## EXHIBIT B

Address	Unit Number	PINs
331 Milford Rd., Deerfield, IL 60015		16-33-306-007
333 Milford Rd., Deerfield, IL 60015		16-33-306-006
335 Milford Rd., Deerfield, IL 60015		16-33-306-008
337 Milford Rd., Deerfield, IL 60015		16-33-306-009
341 Milford Rd., Deerfield, IL 60015		16-33-306-017
343 Milford Rd., Deerfield, IL 60015		16-33-306-011
345 Milford Rd., Deerfield, IL 60015		16-33-306-016
347 Milford Rd., Deerfield, IL 60015		16-33-306-015
351 Milford Rd., Deerfield, IL 60015		16-33-306-012
353 Milford Rd., Deerfield, IL 60015		16-33-306-018
355 Milford Rd., Deerfield, IL 60015		16-33-306-019
357 Milford Rd., Deerfield, IL 60015		16-33-306-014
372 Milford Rd., Deerfield, IL 60015		16-33-305-010
374 Milford Rd., Deerfield, IL 60015		16 33-305-011
376 Milford Rd., Deerfield, IL 60015		16-33-305-012
378 Milford Rd., Deerfield, IL 60015		16-33-305-013
382 Milford Rd., Deerfield, IL 60015		16-33-305-020
384 Milford Rd., Deerfield, IL 60015		16-33-305-019
386 Milford Rd., Deerfield, IL 60015		16-33-305-095
388 Milford Rd., Deerfield, IL 60015		16-33-305-094
392 Milford Rd., Deerfield, IL 60015		16-33-305-017
394 Milford Rd., Deerfield, IL 60015		16-33-305-016
396 Milford Rd., Deerfield, IL 60015		16-33-305-015
398 Milford Rd., Deerfield, IL 60015		16-33-305-014
401 Milford Rd., Deerfield, IL 60015		16-33-306-023
403 Milford Rd., Deerfield, IL 60015		16-33-306-022
405 Milford Rd., Deerfield, IL 60015		16-33-306-021
407 Milford Rd., Deerfield, IL 60015		16-33-306-020
411 Milford Rd., Deerfield, IL 60015		16-33-107-038
413 Milford Rd., Deerfield, IL 60015		16-33-107-037
415 Milford Rd., Deerfield, IL 60015		16-33-107-036
417 Milford Rd., Deerfield, IL 60015		16-33-107-035
421 Milford Rd., Deerfield, IL 60015		16-33-107-034
423 Milford Rd., Deerfield, IL 60015		16-33-107-031
425 Milford Rd., Deerfield, IL 60015		16-33-107-032
427 Milford Rd., Deerfield, IL 60015		16-33-107-033
491 Milford Rd., Deerfield, IL 60015		16-33-107-039
493 Milford Rd., Deerfield, IL 60015		16-33-107-040
495 Milford Rd., Deerfield, IL 60015		16-33-107-041
497 Milford Rd., Deerfield, IL 60015		16-33-107-042
502 Milford Rd., Deerfield, IL 60015		16-33-108-069

Address	Unit Number	PINs
504 Milford Rd., Deerfield, IL 60015		16-33-108-068
506 Milford Rd., Deerfield, IL 60015		16-33-108-067
508 Milford Rd., Deerfield, IL 60015		16-33-108-066
512 Milford Rd., Deerfield, IL 60015		16-33-108-076
514 Milford Rd., Deerfield, IL 60015		16-33-108-075
516 Milford Rd., Deerfield, IL 60015		16-33-108-074
518 Milford Rd., Deerfield, IL 60015		16-33-108-073
522 Milford Rd., Deerfield, IL 60015		16-33-108-151
524 Milford Rd., Deerfield, IL 60015		16-33-108-150
526 Milford Rd., Deerfield, IL 60015		16-33-108-149
528 Milford Rd., Deerfield, IL 60015		16-33-108-148
532 Milford Rd., Deerfield, IL 60015		16-33-108-139
534 Milford Rd., Deerfield, IL 60015		16-33-108-138
536 Milford Rd., Deerfield, IL 60015		16-33-108-137
538 Milford Rd., Deerfield, IL 60015		16-33-108-136
542 Milford Rd., Deerfield, IL 60015		16-33-108-029
544 Milford Rd., Deerfield, IL 60015		16-33-108-072
546 Milford Rd., Deerfield, IL 60015		16-33-108-071
548 Milford Rd., Deerfield, IL 60015		16-33-108-070
501 Kelburn Rd., Deerfield, IL 60015		16-33-108-143
503 Kelburn Rd., Deerfield, IL 60015		16-33-108-142
505 Kelburn Rd., Deerfield, IL 60015		16-33-108-141
507 Kelburn Rd., Deerfield, IL 60015		16-33-108-140
511 Kelburn Rd., Deerfield, IL 60015		16-33-108-147
513 Kelburn Rd., Deerfield, IL 60015		16-33-108-146
515 Kelburn Rd., Deerfield, IL 60015		16-33-108-145
517 Kelburn Rd., Deerfield, IL 60015		16-33-108-144
432 Amberley Ln., Deerfield, IL 60015		16-33-108-027
434 Amberley Ln., Deerfield, IL 60015		16-33-108-026
436 Amberley Ln., Deerfield, IL 60015		16-33-305-003
438 Amberley Ln., Deerfield, IL 60015		16-33-108-025
442 Amberley Ln., Deerfield, IL 60015		16-33-108-023
444 Amberley Ln., Deerfield, IL 60015		16-33-108-022
446 Amberley Ln., Deerfield, IL 60015		16-33-108-021
448 Amberley Ln., Deerfield, IL 60015		16-33-108-024
472 Taupo Ln., Deerfield, IL 60015		16-33-108-020
474 Taupo Ln., Deerfield, IL 60015		16-33-108-019
476 Taupo Ln., Deerfield, IL 60015		16-33-108-018
478 Taupo Ln., Deerfield, IL 60015		16-33-108-017
482 Taupo Ln., Deerfield, IL 60015		16-33-108-015
484 Taupo Ln., Deerfield, IL 60015		16-33-108-014
486 Taupo Ln., Deerfield, IL 60015		16-33-108-013
488 Taupo Ln., Deerfield, IL 60015		16-33-108-016
351 Kelburn Road, Deerfield, IL 60015	111	16-33-305-022

Address	Unit Number	PINs
351 Kelburn Road, Deerfield, IL 60015	112	16-33-305-023
351 Kelburn Road, Deerfield, IL 60015	113	16-33-305-024
351 Kelburn Road, Deerfield, IL 60015	114	16-33-305-025
351 Kelburn Road, Deerfield, IL 60015	115	16-33-305-026
351 Kelburn Road, Deerfield, IL 60015	116	16-33-305-027
351 Kelburn Road, Deerfield, IL 60015	211	16-33-305-034
351 Kelburn Road, Deerfield, IL 60015	212	16-33-305-035
351 Kelburn Road, Deerfield, IL 60015	213	16-33-305-036
351 Kelburn Road, Deerfield, IL 60015	214	16-33-305-037
351 Kelburn Road, Deerfield, IL 60015	215	16-33-305-038
351 Kelburn Road, Deerfield, IL 60015	216	16-33-305-039
351 Kelburn Road, Deerfield, IL 60015	311	16-33-305-046
351 Kelburn Road, Deerfield, IL 60015	312	16-33-305-047
351 Kelburn Road, Deerfield, IL 60015	313	16-33-305-048
351 Kelburn Road, Deerfield, IL 60015	314	16-33-305-049
351 Kelburn Road, Deerfield, IL 60015	315	16-33-305-050
351 Kelburn Road, Deerfield, IL 60015	316	16-33-305-051
352 Kelburn Road, Deerfield, IL 60015	121	16-33-305-028
352 Kelburn Road, Deerfield, IL 60015	122	16-33-305-029
352 Kelburn Road, Deerfield, IL 60015	123	16-33-305-030
352 Kelburn Road, Deerfield, IL 60015	124	16-33-305-031
352 Kelburn Road, Deerfield, IL 60015	125	16-33-305-032
352 Kelburn Road, Deerfield, IL 60015	126	16-33-305-033
352 Kelburn Road, Deerfield, IL 60015	221	16-33-305-040
352 Kelburn Road, Deerfield, IL 60015	222	16-33-305-041
352 Kelburn Road, Deerfield, IL 60015	223	16-33-305-042
352 Kelburn Road, Deerfield, IL 60015	224	16-33-305-043
352 Kelburn Road, Deerfield, IL 60015	225	16-33-305-044
352 Kelburn Road, Deerfield, IL 60015	226	16-33-305-045
352 Kelburn Road, Deerfield, IL 60015	321	16-33-305-052
352 Kelburn Road, Deerfield, IL 60015	322	16-33-305-053
352 Kelburn Road, Deerfield, IL 60015	323	16-33-305-054
352 Kelburn Road, Deerfield, IL 60015	324	16-33-305-055
352 Kelburn Road, Deerfield, IL 60015	325	16-33-305-056
352 Kelburn Road, Deerfield, IL 60015	326	16-33-305-057
361 Kelburn Road, Deerfield, IL 60015	111	16-33-305-058
361 Kelburn Road, Deerfield, IL 60015	112	16-33-305-059
361 Kelburn Road, Deerfield, IL 60015	113	16-33-305-060
361 Kelburn Road, Deerfield, IL 60015	114	16-33-305-061
361 Kelburn Road, Deerfield, IL 60015	115	16-33-305-062
361 Kelburn Road, Deerfield, IL 60015	116	16-33-305-063
361 Kelburn Road, Deerfield, IL 60015	211	16-33-305-064
361 Kelburn Road, Deerfield, IL 60015	212	16-33-305-065
361 Kelburn Road, Deerfield, IL 60015	213	16-33-305-066

Address	Unit Number	PINs
361 Kelburn Road, Deerfield, IL 60015	214	16-33-305-067
361 Kelburn Road, Deerfield, IL 60015	215	16-33-305-068
361 Kelburn Road, Deerfield, IL 60015	216	16-33-305-069
361 Kelburn Road, Deerfield, IL 60015	311	16-33-305-070
361 Kelburn Road, Deerfield, IL 60015	312	16-33-305-071
361 Kelburn Road, Deerfield, IL 60015	313	16-33-305-072
361 Kelburn Road, Deerfield, IL 60015	314	16-33-305-073
361 Kelburn Road, Deerfield, IL 60015	315	16-33-305-074
361 Kelburn Road, Deerfield, IL 60015	316	16-33-305-075
362 Kelburn Road, Deerfield, IL 60015	121	16-33-305-076
362 Kelburn Road, Deerfield, IL 60015	122	16-33-305-077
362 Kelburn Road, Deerfield, IL 60015	123	16-33-305-078
362 Kelburn Road, Deerfield, IL 60015	124	16-33-305-079
362 Kelburn Road, Deerfield, IL 60015	125	16-33-305-080
362 Kelburn Road, Deerfield, IL 60015	126	16-33-305-081
362 Kelburn Road, Deerfield, IL 60015	221	16-33-305-082
362 Kelburn Road, Deerfield, IL 60015	222	16-33-305-083
362 Kelburn Road, Deerfield, IL 60015	223	16-33-305-084
362 Kelburn Road, Deerfield, IL 60015	224	16-33-305-085
362 Kelburn Road, Deerfield, IL 60015	225	16-33-305-086
362 Kelburn Road, Deerfield, IL 60015	226	16-33-305-087
362 Kelburn Road, Deerfield, IL 60015	321	16-33-305-088
362 Kelburn Road, Deerfield, IL 60015	322	16-33-305-089
362 Kelburn Road, Deerfield, IL 60015	323	16-33-305-090
362 Kelburn Road, Deerfield, IL 60015	324	16-33-305-091
362 Kelburn Road, Deerfield, IL 60015	325	16-33-305-092
362 Kelburn Road, Deerfield, IL 60015	326	16-33-305-093
371 Kelburn Road, Deerfield, IL 60015	121	16-33-305-097
371 Kelburn Road, Deerfield, IL 60015	122	16-33-305-098

Address	Unit Number	PIN
371 Kelburn Road, Deerfield, IL 60015	123	16-33-305-099
371 Kelburn Road, Deerfield, IL 60015	124	16-33-305-100
371 Kelburn Road, Deerfield, IL 60015	221	16-33-305-101
371 Kelburn Road, Deerfield, IL 60015	222	16-33-305-102
371 Kelburn Road, Deerfield, IL 60015	223	16-33-305-103
371 Kelburn Road, Deerfield, IL 60015	224	16-33-305-104
371 Kelburn Road, Deerfield, IL 60015	321	16-33-305-105
371 Kelburn Road, Deerfield, IL 60015	322	16-33-305-106
371 Kelburn Road, Deerfield, IL 60015	323	16-33-305-107
371 Kelburn Road, Deerfield, IL 60015	324	16-33-305-108
372 Kelburn Road, Deerfield, IL 60015	111	16-33-305-109
372 Kelburn Road, Deerfield, IL 60015	112	16-33-305-110
372 Kelburn Road, Deerfield, IL 60015	113	16-33-305-111
372 Kelburn Road, Deerfield, IL 60015	114	16-33-305-112
372 Kelburn Road, Deerfield, IL 60015	211	16-33-305-113
372 Kelburn Road, Deerfield, IL 60015	212	16-33-305-114
372 Kelburn Road, Deerfield, IL 60015	213	16-33-305-115
372 Kelburn Road, Deerfield, IL 60015	214	16-33-305-116
372 Kelburn Road, Deerfield, IL 60015	311	16-33-305-117
372 Kelburn Road, Deerfield, IL 60015	312	16-33-305-118
372 Kelburn Road, Deerfield, IL 60015	313	16-33-305-119
372 Kelburn Road, Deerfield, IL 60015	314	16-33-305-120
381 Kelburn Road, Deerfield, IL 60015	111	16-33-305-121
381 Kelburn Road, Deerfield, IL 60015	112	16-33-305-122
381 Kelburn Road, Deerfield, IL 60015	113	16-33-305-123
381 Kelburn Road, Deerfield, IL 60015	114	16-33-305-124
381 Kelburn Road, Deerfield, IL 60015	115	16-33-305-125
381 Kelburn Road, Deerfield, IL 60015	116	16-33-305-126
381 Kelburn Road, Deerfield, IL 60015	211	16-33-305-127
381 Kelburn Road, Deerfield, IL 60015	212	16-33-305-128
381 Kelburn Road, Deerfield, IL 60015	213	16-33-305-129
381 Kelburn Road, Deerfield, IL 60015	214	16-33-305-130
381 Kelburn Road, Deerfield, IL 60015	215	16-33-305-131
381 Kelburn Road, Deerfield, IL 60015	216	16-33-305-132
381 Kelburn Road, Deerfield, IL 60015	311	16-33-305-133
381 Kelburn Road, Deerfield, IL 60015	312	16-33-305-134
381 Kelburn Road, Deerfield, IL 60015	313	16-33-305-135
381 Kelburn Road, Deerfield, IL 60015	314	16-33-305-136
381 Kelburn Road, Deerfield, IL 60015	315	16-33-305-137
381 Kelburn Road, Deerfield, IL 60015	316	16-33-305-138
382 Kelburn Road, Deerfield, IL 60015	121	16-33-305-139
382 Kelburn Road, Deerfield, IL 60015	122	16-33-305-140



Address	Unit Number	PIN
382 Kelburn Road, Deerfield, IL 60015	123	16-33-305-141
382 Kelburn Road, Deerfield, IL 60015	124	16-33-305-142
382 Kelburn Road, Deerfield, IL 60015	125	16-33-305-143
382 Kelburn Road, Deerfield, IL 60015	126	16-33-305-144
382 Kelburn Road, Deerfield, IL 60015	221	16-33-305-145
382 Kelburn Road, Deerfield, IL 60015	222	16-33-305-146
382 Kelburn Road, Deerfield, IL 60015	223	16-33-305-147
382 Kelburn Road, Deerfield, IL 60015	224	16-33-305-148
382 Kelburn Road, Deerfield, IL 60015	225	16-33-305-149
382 Kelburn Road, Deerfield, IL 60015	226	16-33-305-150
382 Kelburn Road, Deerfield, IL 60015	321	16-33-305-151
382 Kelburn Road, Deerfield, IL 60015	322	16-33-305-152
382 Kelburn Road, Deerfield, IL 60015	323	16-33-305-153
382 Kelburn Road, Deerfield, IL 60015	324	16-33-305-154
382 Kelburn Road, Deerfield, IL 60015	325	16-33-305-155
382 Kelburn Road, Deerfield, IL 60015	326	16-33-305-156
391 Kelburn Road, Deerfield, IL 60015	111	16-33-305-157
391 Kelburn Road, Deerfield, IL 60015	112	16-33-305-158
391 Kelburn Road, Deerfield, IL 60015	113	16-33-305-159
391 Kelburn Road, Deerfield, IL 60015	114	16-33-305-160
391 Kelburn Road, Deerfield, IL 60015	211	16-33-305-161
391 Kelburn Road, Deerfield, IL 60015	212	16-33-305-162
391 Kelburn Road, Deerfield, IL 60015	213	16-33-305-163
391 Kelburn Road, Deerfield, IL 60015	214	16-33-305-164
391 Kelburn Road, Deerfield, IL 60015	311	16-33-305-165
391 Kelburn Road, Deerfield, IL 60015	312	16-33-305-166
391 Kelburn Road, Deerfield, IL 60015	313	16-33-305-167
391 Kelburn Road, Deerfield, IL 60015	314	16-33-305-168
392 Kelburn Road, Deerfield, IL 60015	121	16-33-305-169
392 Kelburn Road, Deerfield, IL 60015	122	16-33-305-170
392 Kelburn Road, Deerfield, IL 60015	123	16-33-305-171
392 Kelburn Road, Deerfield, IL 60015	124	16-33-305-172
392 Kelburn Road, Deerfield, IL 60015	221	16-33-305-173
392 Kelburn Road, Deerfield, IL 60015	222	16-33-305-174
392 Kelburn Road, Deerfield, IL 60015	223	16-33-305-175
392 Kelburn Road, Deerfield, IL 60015	224	16-33-305-176
392 Kelburn Road, Deerfield, IL 60015	321	16-33-350-177
392 Kelburn Road, Deerfield, IL 60015	322	16-33-305-178
392 Kelburn Road, Deerfield, IL 60015	323	16-33-305-179
392 Kelburn Road, Deerfield, IL 60015	324	16-33-305-180
401 Kelburn Road, Deerfield, IL 60015	111	16-33-308-106
401 Kelburn Road, Deerfield, IL 60015	112	16-33-308-107

Address	Unit Number	PIN
401 Kelburn Road, Deerfield, IL 60015	113	16-33-108-108
401 Kelburn Road, Deerfield, IL 60015	114	16-33-108-109
401 Kelburn Road, Deerfield, IL 60015	211	16-33-108-110
401 Kelburn Road, Deerfield, IL 60015	212	16-33-108-111
401 Kelburn Road, Deerfield, IL 60015	213	16-33-108-112
401 Kelburn Road, Deerfield, IL 60015	214	16-33-108-113
401 Kelburn Road, Deerfield, IL 60015	311	16-33-108-114
401 Kelburn Road, Deerfield, IL 60015	312	16-33-108-115
401 Kelburn Road, Deerfield, IL 60015	313	16-33-108-116
401 Kelburn Road, Deerfield, IL 60015	314	16-33-108-117
402 Kelburn Road, Deerfield, IL 60015	121	16-33-108-118
402 Kelburn Road, Deerfield, IL 60015	122	16-33-108-119
402 Kelburn Road, Deerfield, IL 60015	123	16-33-108-120
402 Kelburn Road, Deerfield, IL 60015	124	16-33-108-121
402 Kelburn Road, Deerfield, IL 60015	125	16-33-108-122
402 Kelburn Road, Deerfield, IL 60015	126	16-33-108-123
402 Kelburn Road, Deerfield, IL 60015	221	16-33-108-124
402 Kelburn Road, Deerfield, IL 60015	222	16-33-108-125
402 Kelburn Road, Deerfield, IL 60015	223	16-33-108-126
402 Kelburn Road, Deerfield, IL 60015	224	16-33-108-127
402 Kelburn Road, Deerfield, IL 60015	225	16-33-108-128
402 Kelburn Road, Deerfield, IL 60015	226	16-33-108-129
402 Kelburn Road, Deerfield, IL 60015	321	16-33-108-130
402 Kelburn Road, Deerfield, IL 60015	322	16-33-108-131
402 Kelburn Road, Deerfield, IL 60015	323	16-33-108-132
402 Kelburn Road, Deerfield, IL 60015	324	16-33-108-133
402 Kelburn Road, Deerfield, IL 60015	325	16-33-108-134
402 Kelburn Road, Deerfield, IL 60015	326	16-33-108-135
411 Kelburn Road, Deerfield, IL 60015	121	16-33-108-030
411 Kelburn Road, Deerfield, IL 60015	122	16-33-108-031
411 Kelburn Road, Deerfield, IL 60015	123	16-33-108-032
411 Kelburn Road, Deerfield, IL 60015	124	16-33-108-033
411 Kelburn Road, Deerfield, IL 60015	125	16-33-108-034
411 Kelburn Road, Deerfield, IL 60015	126	16-33-108-035
411 Kelburn Road, Deerfield, IL 60015	221	16-33-108-036
411 Kelburn Road, Deerfield, IL 60015	222	16-33-108-037
411 Kelburn Road, Deerfield, IL 60015	223	16-33-108-038
411 Kelburn Road, Deerfield, IL 60015	224	16-33-108-039
411 Kelburn Road, Deerfield, IL 60015	225	16-33-108-040
411 Kelburn Road, Deerfield, IL 60015	226	16-33-108-041
411 Kelburn Road, Deerfield, IL 60015	321	16-33-108-042
411 Kelburn Road, Deerfield, IL 60015	322	16-33-108-043

Address	Unit Number	PIN
411 Kelburn Road, Deerfield, IL 60015	323	16-33-108-044
411 Kelburn Road, Deerfield, IL 60015	324	16-33-108-045
411 Kelburn Road, Deerfield, IL 60015	325	16-33-108-046
411 Kelburn Road, Deerfield, IL 60015	326	16-33-108-047
412 Kelburn Road, Deerfield, IL 60015	111	16-33-108-048
412 Kelburn Road, Deerfield, IL 60015	112	16-33-108-049
412 Kelburn Road, Deerfield, IL 60015	113	16-33-108-050
412 Kelburn Road, Deerfield, IL 60015	114	16-33-108-051
412 Kelburn Road, Deerfield, IL 60015	115	16-33-108-052
412 Kelburn Road, Deerfield, IL 60015	116	16-33-108-053
412 Kelburn Road, Deerfield, IL 60015	211	16-33-108-054
412 Kelburn Road, Deerfield, IL 60015	212	16-33-108-055
412 Kelburn Road, Deerfield, IL 60015	213	16-33-108-056
412 Kelburn Road, Deerfield, IL 60015	214	16-33-108-057
412 Kelburn Road, Deerfield, IL 60015	215	16-33-108-058
412 Kelburn Road, Deerfield, IL 60015	216	16-33-108-059
412 Kelburn Road, Deerfield, IL 60015	311	16-33-108-060
412 Kelburn Road, Deerfield, IL 60015	312	16-33-108-061
412 Kelburn Road, Deerfield, IL 60015	313	16-33-108-062
412 Kelburn Road, Deerfield, IL 60015	314	16-33-108-063
412 Kelburn Road, Deerfield, IL 60015	315	16-33-108-064
412 Kelburn Road, Deerfield, IL 60015	316	16-33-108-065
421 Kelburn Road, Deerfield, IL 60015	111	16-33-108-206
421 Kelburn Road, Deerfield, IL 60015	112	16-33-108-207
421 Kelburn Road, Deerfield, IL 60015	113	16-33-108-208
421 Kelburn Road, Deerfield, IL 60015	114	16-33-108-209
421 Kelburn Road, Deerfield, IL 60015	211	16-33-108-210
421 Kelburn Road, Deerfield, IL 60015	212	16-33-108-211
421 Kelburn Road, Deerfield, IL 60015	213	16-33-108-212
421 Kelburn Road, Deerfield, IL 60015	214	16-33-108-213
421 Kelburn Road, Deerfield, IL 60015	311	16-33-108-214
421 Kelburn Road, Deerfield, IL 60015	312	16-33-108-215
421 Kelburn Road, Deerfield, IL 60015	313	16-33-108-216
421 Kelburn Road, Deerfield, IL 60015	314	16-33-108-217
422 Kelburn Road, Deerfield, IL 60015	121	16-33-108-191
422 Kelburn Road, Deerfield, IL 60015	123	16-33-108-192
422 Kelburn Road, Deerfield, IL 60015	124	16-33-108-193
422 Kelburn Road, Deerfield, IL 60015	125	16-33-108-194
422 Kelburn Road, Deerfield, IL 60015	126	16-33-108-195
422 Kelburn Road, Deerfield, IL 60015	221	16-33-108-196
422 Kelburn Road, Deerfield, IL 60015	223	16-33-108-197
422 Kelburn Road, Deerfield, IL 60015	224	16-33-108-198

Address	Unit Number	PIN
422 Kelburn Road, Deerfield, IL 60015	225	16-33-108-199
422 Kelburn Road, Deerfield, IL 60015	226	16-33-108-200
422 Kelburn Road, Deerfield, IL 60015	321	16-33-108-201
422 Kelburn Road, Deerfield, IL 60015	323	16-33-108-202
422 Kelburn Road, Deerfield, IL 60015	324	16-33-108-203
422 Kelburn Road, Deerfield, IL 60015	325	16-33-108-204
422 Kelburn Road, Deerfield, IL 60015	326	16-33-108-205
431 Kelburn Road, Deerfield, IL 60015	111	16-33-108-077
431 Kelburn Road, Deerfield, IL 60015	112	16-33-108-184
431 Kelburn Road, Deerfield, IL 60015	113	16-33-108-078
431 Kelburn Road, Deerfield, IL 60015	114	16-33-108-092
431 Kelburn Road, Deerfield, IL 60015	115	16-33-108-185
431 Kelburn Road, Deerfield, IL 60015	116	16-33-108-186
431 Kelburn Road, Deerfield, IL 60015	211	16-33-108-079
431 Kelburn Road, Deerfield, IL 60015	212	16-33-108-080
431 Kelburn Road, Deerfield, IL 60015	213	16-33-108-101
431 Kelburn Road, Deerfield, IL 60015	214	16-33-108-098
431 Kelburn Road, Deerfield, IL 60015	215	16-33-108-081
431 Kelburn Road, Deerfield, IL 60015	216	16-33-108-102
431 Kelburn Road, Deerfield, IL 60015	311	16-33-108-082
431 Kelburn Road, Deerfield, IL 60015	312	16-33-108-093
431 Kelburn Road, Deerfield, IL 60015	313	16-33-108-094
431 Kelburn Road, Deerfield, IL 60015	314	16-33-108-083
431 Kelburn Road, Deerfield, IL 60015	315	16-33-108-084
431 Kelburn Road, Deerfield, IL 60015	316	16-33-108-103
432 Kelburn Road, Deerfield, IL 60015	121	16-33-108-085
432 Kelburn Road, Deerfield, IL 60015	122	16-33-108-190
432 Kelburn Road, Deerfield, IL 60015	123	16-33-108-086
432 Kelburn Road, Deerfield, IL 60015	124	16-33-108-087
432 Kelburn Road, Deerfield, IL 60015	125	16-33-108-187
432 Kelburn Road, Deerfield, IL 60015	126	16-33-108-188
432 Kelburn Road, Deerfield, IL 60015	221	16-33-108-088
432 Kelburn Road, Deerfield, IL 60015	222	16-33-108-189
432 Kelburn Road, Deerfield, IL 60015	223	16-33-108-099
432 Kelburn Road, Deerfield, IL 60015	224	16-33-108-089
432 Kelburn Road, Deerfield, IL 60015	225	16-33-108-095
432 Kelburn Road, Deerfield, IL 60015	226	16-33-108-104
432 Kelburn Road, Deerfield, IL 60015	321	16-33-108-090
432 Kelburn Road, Deerfield, IL 60015	322	16-33-108-096
432 Kelburn Road, Deerfield, IL 60015	323	16-33-108-105
432 Kelburn Road, Deerfield, IL 60015	324	16-33-108-091
432 Kelburn Road, Deerfield, IL 60015	325	16-33-108-097

Address	Unit Number	PIN
432 Kelburn Road, Deerfield, IL 60015	326	16-33-108-100
441 Kelburn Road, Deerfield, IL 60015	111	16-33-108-153
441 Kelburn Road, Deerfield, IL 60015	1 12	16-33-108-154
441 Kelburn Road, Deerfield, IL 60015	113	16-33-108-155
441 Kelburn Road, Deerfield, IL 60015	115	16-33-108-156
441 Kelburn Road, Deerfield, IL 60015	116	16-33-108-157
442 Kelburn Road, Deerfield, IL 60015	121	16-33-108-168
442 Kelburn Road, Deerfield, IL 60015	122	16-33-108-169
442 Kelburn Road, Deerfield, IL 60015	123	16-33-108-170
442 Kelburn Road, Deerfield, IL 60015	125	16-33-108-171
442 Kelburn Road, Deerfield, IL 60015	126	16-33-108-172
441 Kelburn Road, Deerfield, IL 60015	211	16-33-108-158
441 Kelburn Road, Deerfield, IL 60015	212	16-33-108-159
441 Kelburn Road, Deerfield, IL 60015	213	16-33-108-160
441 Kelburn Road, Deerfield, IL 60015	215	16-33-108-161
441 Kelburn Road, Deerfield, IL 60015	216	16-33-108-162
442 Kelburn Road, Deerfield, IL 60015	221	16-33-108-173
442 Kelburn Road, Deerfield, IL 60015	222	16-33-108-174
442 Kelburn Road, Deerfield, IL 60015	223	16-33-108-175
442 Kelburn Road, Deerfield, IL 60015	224	16-33-108-176
442 Kelburn Road, Deerfield, IL 60015	225	16-33-108-177
442 Kelburn Road, Deerfield, IL 60015	226	16-33-108-178
441 Kelburn Road, Deerfield, IL 60015	311	16-33-108-163
441 Kelburn Road, Deerfield, IL 60015	312	16-33-108-164
441 Kelburn Road, Deerfield, IL 60015	313	16-33-108-165
441 Kelburn Road, Deerfield, IL 60015	315	16-33-108-166
441 Kelburn Road, Deerfield, IL 60015	316	16-33-108-167
442 Kelburn Road, Deerfield, IL 60015	321	16-33-108-179
442 Kelburn Road, Deerfield, IL 60015	322	16-33-108-180
442 Kelburn Road, Deerfield, IL 60015	323	16-33-108-181
442 Kelburn Road, Deerfield, IL 60015	325	16-33-108-182
442 Kelburn Road, Deerfield, IL 60015	326	16-33-108-183

**EXHIBIT "C"**

**TO THE  
COROMANDEL UMBRELLA DECLARATION  
OF EASEMENTS, RESTRICTIONS,  
COVENANTS AND BY-LAWS**

**PERCENTAGE INTEREST OF  
COROMANDEL UMBRELLA ASSOCIATION**

<b>ADDRESS</b>	<b>UNIT NUMBER</b>	<b>PERCENTAGE INTEREST</b>
331 Milford		.35
333 Milford		.30
335 Milford		.30
337 Milford		.33
341 Milford		.35
343 Milford		.31
345 Milford		.31
347 Milford		.34
351 Milford		.34
353 Milford		.31
355 Milford		.31
357 Milford		.35
372 Milford		.37
374 Milford		.33
376 Milford		.33
378 Milford		.36
382 Milford		.36
384 Milford		.33
386 Milford		.33
388 Milford		.36
392 Milford		.37
394 Milford		.33
396 Milford		.33
398 Milford		.37
401 Milford		.35
403 Milford		.30
405 Milford		.30
407 Milford		.34
411 Milford		.34
413 Milford		.30
415 Milford		.30

ADDRESS	UNIT NUMBER	PERCENTAGE INTEREST
417 Milford		.34
421 Milford		.36
423 Milford		.32
425 Milford		.32
427 Milford		.36
491 Milford		.36
493 Milford		.32
495 Milford		.32
497 Milford		.36
502 Milford		.37
504 Milford		.33
506 Milford		.33
508 Milford		.36
512 Milford		.37
514 Milford		.33
516 Milford		.33
518 Milford		.37
522 Milford		.36
524 Milford		.33
526 Milford		.33
528 Milford		.37
532 Milford		.37
534 Milford		.33
536 Milford		.33
538 Milford		.37
542 Milford		.37
544 Milford		.33
546 Milford		.33
548 Milford		.37
501 Kelburn		.37
503 Kelburn		.33
505 Kelburn		.33
507 Kelburn		.36
511 Kelburn		.36
513 Kelburn		.33
515 Kelburn		.33
517 Kelburn		.36
432 Amberley		.43
434 Amberley		.45
436 Amberley		.51
438 Amberley		.51
442 Amberley		.44
444 Amberley		.47

ADDRESS	UNIT NUMBER	PERCENTAGE INTEREST
446 Amberley		.51
448 Amberley		.51
472 Taupo		.44
474 Taupo		.47
476 Taupo		.51
478 Taupo		.51
482 Taupo		.43
484 Taupo		.45
486 Taupo		.51
488 Taupo		.51
351 Kelburn Road	111	.13
351 Kelburn Road	112	.19
351 Kelburn Road	113	.33
351 Kelburn Road	114	.16
351 Kelburn Road	115	.27
351 Kelburn Road	116	.19
351 Kelburn Road	211	.12
351 Kelburn Road	212	.17
351 Kelburn Road	213	.29
351 Kelburn Road	214	.15
351 Kelburn Road	215	.24
351 Kelburn Road	216	.17
351 Kelburn Road	311	.13
351 Kelburn Road	312	.18
351 Kelburn Road	313	.31
351 Kelburn Road	314	.15
351 Kelburn Road	315	.24
351 Kelburn Road	316	.18
352 Kelburn Road	121	.13
352 Kelburn Road	122	.19
352 Kelburn Road	123	.34
352 Kelburn Road	124	.16
352 Kelburn Road	125	.27
352 Kelburn Road	126	.19
352 Kelburn Road	221	.12
352 Kelburn Road	222	.18
352 Kelburn Road	223	.30
352 Kelburn Road	224	.15
352 Kelburn Road	225	.24
352 Kelburn Road	226	.17
352 Kelburn Road	321	.13
352 Kelburn Road	322	.18



ADDRESS	UNIT NUMBER	PERCENTAGE INTEREST
352 Kelburn Road	323	.31
352 Kelburn Road	324	.15
352 Kelburn Road	325	.25
352 Kelburn Road	326	.18
361 Kelburn Road	111	.13
361 Kelburn Road	112	.19
361 Kelburn Road	113	.33
361 Kelburn Road	114	.16
361 Kelburn Road	115	.27
361 Kelburn Road	116	.19
361 Kelburn Road	211	.12
361 Kelburn Road	212	.17
361 Kelburn Road	213	.29
361 Kelburn Road	214	.15
361 Kelburn Road	215	.24
361 Kelburn Road	216	.17
361 Kelburn Road	311	.13
361 Kelburn Road	312	.18
361 Kelburn Road	313	.30
361 Kelburn Road	314	.15
361 Kelburn Road	315	.24
361 Kelburn Road	316	.18
362 Kelburn Road	121	.13
362 Kelburn Road	122	.18
362 Kelburn Road	123	.32
362 Kelburn Road	124	.16
362 Kelburn Road	125	.27
362 Kelburn Road	126	.19
362 Kelburn Road	221	.12
362 Kelburn Road	222	.17
362 Kelburn Road	223	.29
362 Kelburn Road	224	.15
362 Kelburn Road	225	.24
362 Kelburn Road	226	.17
362 Kelburn Road	321	.13
362 Kelburn Road	322	.18
362 Kelburn Road	323	.30
362 Kelburn Road	324	.15
362 Kelburn Road	325	.24
362 Kelburn Road	326	.18
371 Kelburn Road	121	.39
371 Kelburn Road	122	.38

ADDRESS	UNIT NUMBER	PERCENTAGE INTEREST
371 Kelburn Road	123	.27
371 Kelburn Road	124	.21
371 Kelburn Road	221	.36
371 Kelburn Road	222	.35
371 Kelburn Road	223	.25
371 Kelburn Road	224	.19
371 Kelburn Road	321	.37
371 Kelburn Road	322	.36
371 Kelburn Road	323	.26
371 Kelburn Road	324	.20
372 Kelburn Road	111	.19
372 Kelburn Road	112	.36
372 Kelburn Road	113	.24
372 Kelburn Road	114	.21
372 Kelburn Road	211	.18
372 Kelburn Road	212	.32
372 Kelburn Road	213	.23
372 Kelburn Road	214	.20
372 Kelburn Road	311	.18
372 Kelburn Road	312	.33
372 Kelburn Road	313	.24
372 Kelburn Road	314	.21
381 Kelburn Road	111	.13
381 Kelburn Road	112	.18
381 Kelburn Road	113	.32
381 Kelburn Road	114	.15
381 Kelburn Road	115	.26
381 Kelburn Road	116	.18
381 Kelburn Road	211	.12
381 Kelburn Road	212	.17
381 Kelburn Road	213	.28
381 Kelburn Road	214	.14
381 Kelburn Road	215	.23
381 Kelburn Road	216	.17
381 Kelburn Road	311	.13
381 Kelburn Road	312	.18
381 Kelburn Road	313	.29
381 Kelburn Road	314	.15
381 Kelburn Road	315	.24
381 Kelburn Road	316	.18
382 Kelburn Road	121	.13
382 Kelburn Road	122	.18

ADDRESS	UNIT NUMBER	PERCENTAGE INTEREST
382 Kelburn Road	123	.33
382 Kelburn Road	124	.16
382 Kelburn Road	125	.27
382 Kelburn Road	126	.18
382 Kelburn Road	221	.12
382 Kelburn Road	222	.17
382 Kelburn Road	223	.29
382 Kelburn Road	224	.15
382 Kelburn Road	225	.24
382 Kelburn Road	226	.17
382 Kelburn Road	321	.13
382 Kelburn Road	322	.18
382 Kelburn Road	323	.30
382 Kelburn Road	324	.15
382 Kelburn Road	325	.24
382 Kelburn Road	326	.18
391 Kelburn Road	111	.19
391 Kelburn Road	112	.37
391 Kelburn Road	113	.25
391 Kelburn Road	114	.22
391 Kelburn Road	211	.18
391 Kelburn Road	212	.32
391 Kelburn Road	213	.23
391 Kelburn Road	214	.20
391 Kelburn Road	311	.19
391 Kelburn Road	312	.34
391 Kelburn Road	313	.24
391 Kelburn Road	314	.21
392 Kelburn Road	121	.40
392 Kelburn Road	122	.38
392 Kelburn Road	123	.28
392 Kelburn Road	124	.22
392 Kelburn Road	221	.38
392 Kelburn Road	222	.36
392 Kelburn Road	223	.26
392 Kelburn Road	224	.20
392 Kelburn Road	321	.38
392 Kelburn Road	322	.37
392 Kelburn Road	323	.27
392 Kelburn Road	324	.21
401 Kelburn Road	111	.19
401 Kelburn Road	112	.37

ADDRESS	UNIT NUMBER	PERCENTAGE INTEREST
401 Kelburn Road	113	.25
401 Kelburn Road	114	.22
401 Kelburn Road	211	.18
401 Kelburn Road	212	.32
401 Kelburn Road	213	.23
401 Kelburn Road	214	.20
401 Kelburn Road	311	.19
401 Kelburn Road	312	.34
401 Kelburn Road	313	.24
401 Kelburn Road	314	.21
402 Kelburn Road	121	.20
402 Kelburn Road	122	.19
402 Kelburn Road	123	.21
402 Kelburn Road	124	.23
402 Kelburn Road	125	.22
402 Kelburn Road	126	.23
402 Kelburn Road	221	.19
402 Kelburn Road	222	.19
402 Kelburn Road	223	.19
402 Kelburn Road	224	.22
402 Kelburn Road	225	.20
402 Kelburn Road	226	.21
402 Kelburn Road	321	.19
402 Kelburn Road	322	.19
402 Kelburn Road	323	.19
402 Kelburn Road	324	.23
402 Kelburn Road	325	.21
402 Kelburn Road	326	.22
411 Kelburn Road	121	.13
411 Kelburn Road	122	.18
411 Kelburn Road	123	.32
411 Kelburn Road	124	.15
411 Kelburn Road	125	.26
411 Kelburn Road	126	.18
411 Kelburn Road	221	.12
411 Kelburn Road	222	.17
411 Kelburn Road	223	.28
411 Kelburn Road	224	.14
411 Kelburn Road	225	.23
411 Kelburn Road	226	.17
411 Kelburn Road	321	.13

ADDRESS	UNIT NUMBER	PERCENTAGE INTEREST
411 Kelburn Road	322	.18
411 Kelburn Road	323	.29
411 Kelburn Road	324	.15
411 Kelburn Road	325	.24
411 Kelburn Road	326	.18
412 Kelburn Road	111	.13
412 Kelburn Road	112	.18
412 Kelburn Road	113	.33
412 Kelburn Road	114	.16
412 Kelburn Road	115	.27
412 Kelburn Road	116	.18
412 Kelburn Road	211	.12
412 Kelburn Road	212	.17
412 Kelburn Road	213	.29
412 Kelburn Road	214	.15
412 Kelburn Road	215	.24
412 Kelburn Road	216	.17
412 Kelburn Road	311	.13
412 Kelburn Road	312	.18
412 Kelburn Road	313	.30
412 Kelburn Road	314	.15
412 Kelburn Road	315	.24
412 Kelburn Road	316	.18
421 Kelburn Road	111	.19
421 Kelburn Road	112	.36
421 Kelburn Road	113	.24
421 Kelburn Road	114	.21
421 Kelburn Road	211	.18
421 Kelburn Road	212	.32
421 Kelburn Road	213	.23
421 Kelburn Road	214	.20
421 Kelburn Road	311	.18
421 Kelburn Road	312	.33
421 Kelburn Road	313	.24
421 Kelburn Road	314	.21
422 Kelburn Road	121	.23
422 Kelburn Road	123	.36
422 Kelburn Road	124	.23
422 Kelburn Road	125	.21
422 Kelburn Road	126	.22

ADDRESS	UNIT NUMBER	PERCENTAGE INTEREST
422 Kelburn Road	221	.22
422 Kelburn Road	223	.33
422 Kelburn Road	224	.21
422 Kelburn Road	225	.19
422 Kelburn Road	226	.20
422 Kelburn Road	321	.23
422 Kelburn Road	323	.34
422 Kelburn Road	324	.23
422 Kelburn Road	325	.19
422 Kelburn Road	326	.20
431 Kelburn Road	111	.13
431 Kelburn Road	112	.18
431 Kelburn Road	113	.32
431 Kelburn Road	114	.16
431 Kelburn Road	115	.27
431 Kelburn Road	116	.19
431 Kelburn Road	211	.12
431 Kelburn Road	212	.17
431 Kelburn Road	213	.29
431 Kelburn Road	214	.15
431 Kelburn Road	215	.24
431 Kelburn Road	216	.17
431 Kelburn Road	311	.13
431 Kelburn Road	312	.18
431 Kelburn Road	313	.30
431 Kelburn Road	314	.15
431 Kelburn Road	315	.24
431 Kelburn Road	316	.18
432 Kelburn Road	121	.13
432 Kelburn Road	122	.19
432 Kelburn Road	123	.33
432 Kelburn Road	124	.16
432 Kelburn Road	125	.27
432 Kelburn Road	126	.19
432 Kelburn Road	221	.12
432 Kelburn Road	222	.17
432 Kelburn Road	223	.29
432 Kelburn Road	224	.15
432 Kelburn Road	225	.24
432 Kelburn Road	226	.17

ADDRESS	UNIT NUMBER	PERCENTAGE INTEREST
432 Kelburn Road	321	.13
432 Kelburn Road	322	.18
432 Kelburn Road	323	.30
432 Kelburn Road	324	.15
432 Kelburn Road	325	.24
432 Kelburn Road	326	.18
441 Kelburn Road	111	.13
441 Kelburn Road	112	.21
441 Kelburn Road	113	.39
441 Kelburn Road	115	.35
441 Kelburn Road	116	.20
441 Kelburn Road	211	.12
441 Kelburn Road	212	.20
441 Kelburn Road	213	.34
441 Kelburn Road	215	.34
441 Kelburn Road	216	.18
441 Kelburn Road	311	.13
441 Kelburn Road	312	.20
441 Kelburn Road	313	.35
441 Kelburn Road	315	.34
441 Kelburn Road	316	.19
442 Kelburn Road	121	.13
442 Kelburn Road	122	.19
442 Kelburn Road	123	.39
442 Kelburn Road	125	.35
442 Kelburn Road	126	.20
442 Kelburn Road	221	.12
442 Kelburn Road	222	.18
442 Kelburn Road	223	.30
442 Kelburn Road	224	.15
442 Kelburn Road	225	.24
442 Kelburn Road	226	.18
442 Kelburn Road	321	.13
442 Kelburn Road	322	.19
442 Kelburn Road	323	.33
442 Kelburn Road	325	.33
442 Kelburn Road	326	.19

TOTAL:		100.00
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## **EXHIBIT "D"**

### **TO THE COROMANDEL UMBRELLA DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS**

### **SECOND AMENDED, CONSOLIDATED AND RESTATED BY-LAWS OF COROMANDEL UMBRELLA ASSOCIATION AN ILLINOIS NOT-FOR-PROFIT CORPORATION**

#### **ARTICLE I NAME OF CORPORATION**

The name of this corporation is the COROMANDEL UMBRELLA ASSOCIATION.

#### **ARTICLE II PURPOSES AND POWERS**

**2.01 PURPOSES.** The purpose of this Umbrella Association are to act on behalf of its members collectively, as their governing body for civic functions and other purposes, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property owned by the Umbrella Association and for the promotion of the health, safety and welfare of the Members of the Umbrella Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit "D" to the Second Amended, Consolidated and Restated Declaration of Easements, Restrictions and Covenants and By-Laws for the Coromandel Umbrella Association ("Declaration"). All terms used herein shall have the meanings set forth in the Declaration.

**2.02 POWERS.** The Umbrella Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Act, the Declaration and these By-Laws.

**2.03 PERSONAL APPLICATION.** All present or future owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Community Area in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The mere acquisition or rental of a Dwelling Unit or the mere act of occupancy of a Dwelling Unit will signify that the Declaration and these By-Laws are accepted, ratified and will be complied with.

#### **ARTICLE III OFFICES**

**3.01 REGISTERED OFFICE.** The Umbrella Association shall have and continuously maintain in this State a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.



**3.02 PRINCIPAL OFFICE.** The Umbrella Association's principal office shall be maintained on the Community Area or at the office of a managing agent engaged by the Umbrella Association.

#### **ARTICLE IV VOTING RIGHTS AND REPRESENTATION OF MEMBERS**

**4.01 VOTING RIGHTS AND REPRESENTATIONS.** Members of the Umbrella Association shall not have Voting Rights at the Umbrella Association Board Meetings, and shall be represented at Umbrella Association Meetings only through an Umbrella Association delegate who shall serve as Director on the Board of Directors of the Umbrella Association. The Coromandel Condominium Association shall be represented at Umbrella Association Board Meetings by four (4) Condominium Directors who shall each serve as a Director of the Umbrella Association. The Coromandel Townhome Association shall be represented at the Umbrella Association Board Meetings by two (2) Townhome Association Directors who shall each serve as a Director of the Umbrella Association. Members of the Umbrella Association who own a Manor Home shall be collectively represented at the Umbrella Board Association Meetings by one (1) delegate who shall serve as a Director and shall be elected by a majority of Manor Home Owners in an election conducted by the Umbrella Association. Each such Umbrella Association Directors must be a Member of the Umbrella Association or a spouse of a Member.

#### **ARTICLE V BOARD OF DIRECTORS**

**5.01 IN GENERAL.** The affairs of the Umbrella Association and the direction and administration of the Community Area shall be vested in the Umbrella Board, which shall consist of seven (7) Directors. The Board shall have all of the powers granted to it under the Declaration, these By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois.

**5.02 PLACE OF MEETING; QUORUM.** Meetings of the Board of Directors shall be held on the Community Area or at such other place convenient to the Directors as may be designated in any Notice of a Meeting. All Meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. A majority of the Directors, attending in person or by acceptable technological means, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Directors attending at a Meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Directors. The unanimous vote for all Directors shall be required for the following action:

(a) Sale, lease, exchange, mortgage, pledge or other disposition of real or personal property and assets of the Umbrella Association or any Residential Association having a value of over Ten Thousand (\$10,000.00) Dollars; and,

(b) Major change in the service level offered by the Umbrella Association to Owners which change would affect the quality or type of services offered by the Umbrella Association; and,

(c) Change in the percentage allocation of assessments among the Umbrella Association Members comprising the Umbrella Association for addition or deletions of Units; and,

(d) Any change in the voting rights set forth at paragraph 4.01 of these By-Laws, the voting or quorum rights under this paragraph 5.02, or notice provisions of 5.03 of these By-Laws; and,

(e) Any major change which may be disadvantageous to Members of the Umbrella Association.

The affirmative vote of seventy-five percent (75% of the votes entitled to be cast at a Meeting of Directors shall be necessary with regard to Rules and Regulations governing the Community Area or other areas for which the Umbrella Association has the obligation to maintain.

**5.03 NOTICE OF MEETINGS.** Notice of each Meeting of the Board shall be mailed or personally delivered or transmitted by acceptable technological means to each Director at least forty-eight (48) hours prior to the Meeting; unless a written waiver of such Notice is signed by the person or persons entitled to such Notice before the Meeting is convened and shall be posted at the Community Area, and in a Common Area of each Umbrella Association in the Deerfield Residences Development Area at least forty-eight (48) hours prior to such Meeting. A copy of the proposed annual budget shall be given to all Owners at least thirty (30) days prior to the adoption thereof. Written notice of any Meeting of the Board of Directors concerning the adoption of the proposed budget or any increase or establishment of an assessment shall be mailed, personally delivered or transmitted by acceptable technological means to the Owners, giving Umbrella Association and Owners not less than ten (10) nor more than thirty (30) days Notice of the time, place and purposes of the Meeting (unless a written waiver of such Notice is signed by the person or persons entitled to such Notice before the Meeting is convened) and posted conspicuously at each Umbrella Association in the Deerfield Residences Development Area and the Community Area.

**5.04 ANNUAL MEETINGS.** The Umbrella Board shall hold an Annual Meeting within thirty (30) days from the anniversary date of the Initial Annual Meeting at such time, on such date, and at such place as shall be fixed by the Directors.

**5.05 REGULAR MEETINGS.** Regular Meetings of the Board shall be held at such time and place as shall be determined at the Annual meeting or, from time to time, by a majority of the Directors, provided that not less than four (4) such meetings shall be held during each fiscal year, and at such place as shall be fixed by the Directors.

**5.06 SPECIAL MEETINGS.** Special Meetings of the Board may be called by the President or by at least one-third (1/3 of the Directors then serving.

**5.07 OPEN MEETINGS.** Each Meeting of the Board shall be open to any Owner except for the portion of any Meeting held:

(a) to discuss litigation when an action against or on behalf of the Umbrella Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;

(b) to consider information regarding appointment, employment or dismissal of an employee, or

(c) to discuss violations of rules and regulations of the Umbrella Association or an Owner's unpaid share of Common Expenses or Community Assessments.

Any vote taken on any of the matters set forth in subparagraphs 5.09 (a), (b) or (c) above shall be taken at a Meeting or portion thereof open to any Owner. The Board may adopt reasonable rules governing the conduct of Owners who attend Meetings and Owners who do not comply with such rules may be removed from the Meeting. Any Owner may record the proceedings at a Meeting required to be open by tape, film or other means and the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

**5.08 COMPENSATION/REIMBURSEMENT FOR EXPENSES.** No Director shall be compensated by the Umbrella Association for services rendered to the Umbrella Association, except as expressly provided in a resolution duly adopted by the Board. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Umbrella Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

**5.09 REMOVAL OR RESIGNATION OF DIRECTOR.** Any Director may be removed from office, with or without cause, by action of the Board at any Annual Meeting or at a Special Meeting called for such purpose. Any Director whose removal has been proposed by the Board shall be given an opportunity to be heard at the Meeting. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or an Umbrella Association Delegate, he shall be deemed to have resigned as of the date of such cessation.

A successor to fill the unexpired term of a Director who resigns or is removed shall be filled by the Umbrella Association, who was represented by the resigned or removed Director.

**5.10 POWERS AND DUTIES OF THE BOARD.** The Board shall have all the powers and duties granted to it or imposed upon it by the Declaration, these By-Laws, and the Illinois General Not-For-Profit Corporation Act, including, without limitation, the following powers and duties:

- (a) To procure insurance as provided for in the Declaration;
- (b) To engage the service of a manager or managing agent to assist the Umbrella Association in performing and providing such services as the Umbrella Association is required to provide to its Members under the Declaration;
- (c) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Umbrella Association;
- (d) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Community Area and Community Facilities for which the Umbrella Association is responsible under the Declaration and these By-Laws;

- (e) To estimate and provide each Owner and Umbrella Association Delegate with an annual budget as provided for in the Declaration;
- (f) To set, give notice of, and collect assessments from the Owners as provided in the Declaration;
- (g) To pay the Community Expenses;
- (h) To adopt rules and regulations as provided in the Declaration;
- (i) To delegate the exercise of its power to committees appointed pursuant to paragraph 7.01 of these By-Laws;
- (j) To own, convey, encumber, lease or otherwise deal with the Community Area or other real property conveyed to or purchased by the Umbrella Association;
- (k) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Community Area;
- (l) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the Umbrella Association;
- (m) To impose charges for late payments of an owner's proportionate share of the Community Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy and collect reasonable fines for violation of the Declaration, By-laws, and rules and regulations of the Umbrella Association;
- (n) To assign the Umbrella Association's right to future income, including the right to receive Community Expenses;
- (o) To act in a representative capacity in relating to matters involving the Community Area or more than one (1) Dwelling Unit, on behalf of the Owners as their interest may appear;
- (p) To provide for and pay for snow removal, trash and waste removal, landscaping maintenance and such other services as are required in the Umbrella Declaration; and
- (q) To establish and maintain a system of master metering of public utility services and to collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

#### **5.11 TERM OF OFFICE.**

(a) The Directors of the Association who are elected by a Residential Association shall be members of the Umbrella Association for the same Term as each such Term is provided for in the Residential Association's Declaration and By-Laws. The expiration of any Director's Term of Office as a Manager of a Residential Association shall constitute termination of the Director's Term of Office as a Director of the Umbrella Association.

(b) The Director elected to the Umbrella Association Board as the Delegate to the Board from the Manor Homes shall be elected for a term of two (2) years and shall serve until his or her successor is elected or appointed as provided herein.

## **ARTICLE VI OFFICERS**

**6.01 OFFICERS.** The Officers of the Umbrella Association shall be a President, one Vice President, a Secretary, a Treasurer, and such assistants to such Officers as the Board may deem appropriate. All Officers shall be elected at each Annual Meeting of the Board and shall hold office at the discretion of the Board. Officers may succeed themselves in office. All Officers shall be Directors.

**6.02 VACANCY OF OFFICE.** Any Officer may be removed at any Meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any Meeting thereof.

**6.03 POWERS OF OFFICERS.** The respective Officers of the Umbrella Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such Officers of an Illinois Not-For-Profit Corporation including without limitation, the following:

(a) The President shall be the Chief Executive Officer of the Umbrella Association and shall preside at all Meetings of the Owners and at all Meetings of the Board and shall execute amendments to the Declaration and these By-Laws, as provided for in the Declaration and these By-Laws;

(b) The Vice President shall, in the absence, refusal or disability of the President, perform the duties and exercise the powers of such office and other duties assigned by the Board. If neither the President nor the Vice President is able or willing to act, the Board shall appoint some other Member of the Board to act in the capacity of President on an interim basis;

(c) The Secretary shall keep minutes of all Meetings of the Umbrella Association Members and of the Board and shall have custody of the Umbrella Association Seal and have charge of such other books, papers and documents as the Board may prescribe, and shall be responsible for giving and receiving all Notices to be given to or by the Umbrella Association under the Declaration or these By-Laws;

(d) The Treasurer shall be responsible for Umbrella Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Umbrella Association Books of Accounts kept for such purpose. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Umbrella Association in such depositories as may from time to time be designated by the Board.

**6.04 OFFICERS' COMPENSATION.** The Officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Directors.

## **ARTICLE VII COMMITTEES DESIGNATED BY BOARD**

**7.01 BOARD COMMITTEES.** The Board, by resolution adopted by a majority of the Directors in Office, may designate one or more committees, each of which shall consist of two (2) or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Umbrella Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

**7.02 SPECIAL COMMITTEES.** Other committees not having and exercising the authority of the Board in the management of the Umbrella Association may be designed by a resolution adopted by a majority of the Directors present at a Meeting at which a Quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners and the President of the Umbrella Association shall appoint the Members thereof. Any Member thereof may be removed by the Board whenever in their judgment the best interest of the Umbrella Association shall be served by such removal.

**7.03 TERM.** Each member of a Committee shall continue as such until the next Annual meeting of the Board and until his successor is appointed, unless the Committee shall be sooner terminated, or unless such Member shall be removed from such Committee, or unless such Member shall cease to qualify as a Member thereof.

**7.04 CHAIRMAN.** One Member of each Committee shall be appointed chair.

**7.05 VACANCIES.** Vacancies in the Membership of any Committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**7.06 QUORUM.** Unless otherwise provided in the resolution of the Board designating a Committee, a majority of the whole Committee shall constitute a Quorum and the act of a majority of the Members present at a Meeting at which a Quorum is present shall be the act of the Committee.

**7.07 RULES.** Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

## **ARTICLE VIII INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS**

**8.01 EXECUTION OF INSTRUMENTS.** The Board may authorize any Officer or Officers, agent or agents of the Umbrella Association, in addition to the Officers so authorized by the By-Laws, to enter into any contract or execute and deliver any instrument (including any amendments to the Declaration or these By-Laws which must be executed by the Umbrella Association) in the name of and on behalf of the Umbrella Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Umbrella Association.

**8.02 PAYMENTS.** All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Umbrella Association shall be signed by such Officer or Officers, agent or agents of the Umbrella Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Umbrella Association.

**8.03 BANK ACCOUNTS.** All funds of the Umbrella Association not otherwise employed shall be deposited from time to time to the credit of the Umbrella Association in such banks, trust companies or other depositories as the Board shall elect.

**8.04 SPECIAL RECEIPTS.** The Board may accept on behalf of the Umbrella Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Umbrella Association.

## **ARTICLE IX FISCAL MANAGEMENT**

**9.01 FISCAL YEAR.** The Fiscal Year of the Umbrella Association shall be determined by the Board and may be changed from time to time, as the Board deems advisable.

**9.02 ANNUAL STATEMENT.** Within a reasonable time after the close of each Fiscal Year, the Board shall furnish each Owner with an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the Annual Assessment Budget, and showing the net excess or deficit of income over expenditures plus reserves.

**9.03 ASSESSMENT PROCEDURE.** Annual Assessments and Special Assessments shall be made and collected as provided in Article IV of the Declaration, and the provisions of Article IV are incorporated herein by reference. Neither the Umbrella Association nor the Board shall have authority to forebear the payment of assessments by any Owner.

**9.04 GAAP.** The Association shall use generally accepted accounting principles in fulfilling any accounting obligations under the Act.

## **ARTICLE X BOOKS AND RECORDS**

The Umbrella Association shall keep correct and complete book and Records of Account and shall also keep Minutes of the proceedings of its Members, the Board, and Committees having any of the authority of the Board, and shall keep at the registered agent's or principal office of the Umbrella Association a record giving the names and addresses of the Members. The Umbrella Association shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any Owner subject to the authority of the Board or their mortgagees and their duly authorized agents or attorneys:

(a) Copies of the recorded Declaration, other Umbrella Association instruments, other duly recorded covenants and bylaws and any amendments, articles of incorporation of the

Association, annual reports and any rules and regulations adopted by the Association or its Board shall be available.

(b) Detailed and accurate records in chronological order of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association, shall be maintained.

(c) The minutes of all meetings of the Association and the Board of the Association shall be maintained for not less than 7 years.

(d) Ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Owners shall be maintained for not less than one year.

(e) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

(f) With respect to dwellings owned by a land trust, if a trustee designates in writing a person to cast votes on behalf of the Owner, the designation shall remain in effect until a subsequent document is filed with the Association.

(g) Where a request for records under this Section is made in writing to the Board of Directors or its agent, failure to provide the requested record or to respond within thirty (30) days shall be deemed a denial by the Board of Directors.

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

(i) If the Board of Directors fails to provide records properly requested herein within the time period provided herein, the Owner may seek appropriate relief, including an award of attorney's fees and costs.

## **ARTICLE XI SEAL**

The Board may provide for a Corporate Seal which shall be in the form of a circle and shall have inscribed thereon the name of the Umbrella Association and the words "Corporate Seal, Illinois".

## **ARTICLE XII AMENDMENTS**

These By-Laws may be amended or modified at any time from time to time in the same manner as provided in the Declaration; provided, that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Act and the Declaration. No amendment to these By-Laws shall become effective until recorded.



**ARTICLE XIII  
AMERICAN AND MILITARY FLAGS**

**13.01**

(a) Notwithstanding any provision in the declaration, bylaws, rules, regulations, or agreements or other instruments of a master association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

(b) As used in this Section:

"American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

"Board" includes a board of a master association.

"Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

**ARTICLE XIV  
USE OF TECHNOLOGY**

**14.01 USE OF TECHNOLOGY.**

(a) Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any condominium instrument or any provision of this Act may be accomplished using acceptable technological means. This Section shall govern the use of technology in implementing the provisions of any condominium instrument or any provision of

the Illinois Condominium Property Act concerning notices, signatures, votes, consents, or approvals.

(b) The association, unit owners, and other persons entitled to occupy a unit may perform any obligation or exercise any right under any condominium instrument or any provision of the Act by use of acceptable technological means.

(c) A signature transmitted by acceptable technological means satisfies any requirement for a signature under any condominium instrument or any provision of the Act.

(d) Voting on, consent to, and approval of any matter under any condominium instrument or any provision of the Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form.

(e) Subject to other provisions of law, no action required or permitted by any condominium instrument or any provision of the Act need to be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Directors.

(f) If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of acceptable technological means.

(g) This Section does not apply to any notices required: (i) under Article IX of the Code of Civil Procedure; or (ii) in connection with foreclosure proceedings in enforcement of any lien rights under the Act.

#### **14.02 DEFINITIONS.**

(a) As used herein, “acceptable transmission means” includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

(b) As used herein, “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be reproduced in paper form by the recipient “through an automated process”.

**EXHIBIT "E"**

**THE COROMANDEL UMBRELLA DECLARATION OF  
EASEMENTS, RESTRICTIONS AND COVENANTS AND BY-LAWS**

**LEGAL DESCRIPTION OF PRIVATE RING ROAD**

LOT 44 IN COROMANDEL RESUBDIVISION, OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 14, 1994 AS DOCUMENT 360333, IN LAKE COUNTY, ILLINOIS, EXCEPT FOR THAT PART THEREOF FALLING IN LOT 3 IN MATTHEY'S RESUBDIVISION.

**DESCRIPTION OF COMMUNITY AREA AND FACILITIES**

LOT 45 IN COROMANDEL RESUBDIVISION, OF PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 14, 1994 AS DOCUMENT 360333, IN LAKE COUNTY, ILLINOIS, EXCEPT FOR THAT PART THEREOF FALLING IN LOT 3 IN MATTHEY'S RESUBDIVISION.