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R2000-023680

**RESTATEMENT OF THE DECLARATION OF
COVENANTS AND RESTRICTIONS**

FOR

KNOLLS OF HUNTINGTON HOMEOWNERS ASSOCIATION

Approved January 18, 2000
Recorded February 16, 2000

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RESTATEMENT OF THE DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
KNOLLS OF HUNTINGTON HOMEOWNERS ASSOCIATION

STATE OF ILLINOIS

COUNTY OF DUPAGE

This RESTATEMENT OF THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE KNOLLS OF HUNTINGTON HOMEOWNERS ASSOCIATION (hereinafter "Declaration") is made this 18th day of January 2000, by the Knolls of Huntington Homeowners Association. It amends and restates in its entirety the original DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE KNOLLS OF HUNTINGTON HOMEOWNERS ASSOCIATION made on February 28th, 1985 by the Macom Corporation, as amended by AMENDMENT NO. 1 TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR KNOLLS OF HUNTINGTON HOMEOWNERS ASSOCIATION, made on June 23rd, 1987 by the Board of Directors of the Association.

WITNESSETH

WHEREAS, the Macom Corporation (also referred to herein as the "Covenantor") was the owner of the real property commonly known as the Knolls of Huntington and legally described in Exhibit A of this Declaration, which property it desired to develop as a residential community; and

WHEREAS, in order to preserve the values and amenities in the Knolls of Huntington, the Macom Corporation executed a Declaration of Covenants and Restrictions for Knolls of Huntington Homeowners Association dated February 28, 1985 (the "Original Declaration"), and caused it to be recorded by the Recorder of Deeds of DuPage County, Illinois, on March 27, 1985, as Document No. R85-21460; and

WHEREAS, the Original Declaration subjected the property in the Knolls of Huntington to certain covenants, restrictions, easements, charges and liens, each of which was for the benefit of such property, and created an agency to which should be delegated and assigned the powers of administering and enforcing such covenants, restrictions, easements, charges and liens; and

WHEREAS, the Original Declaration was amended by Amendment No. 1 to the Declaration of Covenants and Restrictions for Knolls of Huntington Homeowners Association dated June 23, 1987 ("Amendment No. 1"), recorded by the Recorder of Deeds of DuPage County, Illinois, on December 1, 1987 as Document No. R87-169484 and re-recorded by the Recorder of Deeds of DuPage County, Illinois on February 5, 1988; and

WHEREAS, the Board has reviewed the Original Declaration and Amendment No. 1, and has determined that amending and restating the Original Declaration in its entirety to reflect further additions, deletions and other modifications thereto is desirable for the efficient operation of the Association, for the preservation of the values and amenities of the Knolls of Huntington community, for protecting the property values of the homeowners, and for protecting the open spaces and park-like setting within the Knolls; and

WHEREAS, Article VIII of the Original Declaration allows changes and modifications to the Original Declaration, and provides a procedure for the change and modification thereof; and

WHEREAS, two meetings of the voting members of the Knolls of Huntington Homeowners Association, one on October 28, 1999 and a continuance of that meeting on November 16, 1999 allowed residents to comment orally on and submit written comments on the proposed Restatement of the Declaration of Covenants and Restrictions for the Knolls of Huntington Homeowners Association, as proposed by the Board of Directors; and

WHEREAS, in accordance with Article III, Section 7, and Article VIII, Section 1 of the Original Declaration, a meeting of the voting members of the Knolls of Huntington Homeowners Association was held on January 18, 2000 to consider the adoption of this Restatement of the Declaration of Covenants and Restrictions for the Knolls of Huntington Homeowners Association and changes in the Bylaws of the Knolls of Huntington Homeowners Association as proposed by the Board of Directors; and

WHEREAS, notice of the meeting and the proposed Restatement of the Declaration of Covenants and Restrictions for the Knolls of Huntington Homeowners Association and changes in the Bylaws of the Knolls of Huntington Homeowners Association was given in the manner provided by Article III, Section 7, and Article VIII, Section 1 of the Original Declaration; and

WHEREAS, on January 18, 2000, a majority of the total members of the Knolls of Huntington Homeowners Association approved this Restatement of the Declaration of Covenants and Restrictions for the Knolls of Huntington Homeowners Association and the changes in the Bylaws of the Knolls of Huntington Homeowners Association; and

WHEREAS, the Restatement of the Declaration of Covenants and Restrictions for the Knolls of Huntington Homeowners Association and changes in the Bylaws will benefit the property owners of the Homeowners Association by preserving the values and amenities of the Knolls of Huntington community, by protecting property values and amenities of the Knolls of Huntington community, by protecting the open spaces and park-like setting within the Knolls, and by furthering the objectives of the Homeowners Association, which, through its Board of Directors, will maintain certain common areas, administer and enforce the covenants, conditions, and restrictions, and collect and disburse the assessments and charges hereinafter created;

NOW, THEREFORE, the Original Declaration and Amendment No. 1 be restated and amended in its entirety as follows:

ARTICLE I

Property Subject to this Declaration

Section 1. Existing Subdivided Property. The real property legally described in Exhibit A, which is attached and made a part hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration. Said real property described in Exhibit A shall hereinafter be referred to as the "Knolls of Huntington."

ARTICLE II

General Purposes

The purpose of this Restatement is to provide for high standards of maintenance in the Knolls of Huntington so as to:

- Ensure a residential community of the highest quality and character for the benefit and convenience of all owners of property and all residents of the Knolls of Huntington;
- Benefit the property owners of the Knolls of Huntington by preserving the values and amenities of the Knolls of Huntington community by:
 - Protecting property values and amenities of the Knolls of Huntington community;
 - Promoting, protecting, and maintaining the open spaces granted by the Covenantor, and the park-like setting within the Knolls of Huntington;
 - Furthering the objectives of the homeowners, which, through its Homeowners Association, shall maintain certain common areas, administer and enforce the covenants and restrictions, as well as the bylaws, and collect and disburse the assessments and charges hereinafter created.

ARTICLE III

Homeowners Association

Section 1. Creation. Prior to the date of the first conveyance of a lot in the Knolls of Huntington, the Macom Corporation, the original Covenantor, caused to be incorporated under the laws of the State of Illinois, a not-for-profit corporation named the Knolls of Huntington Homeowners Association. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed in its Articles of Incorporation and Bylaws, in this Declaration, and by applicable law. Neither the Articles of Incorporation nor the Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Membership. Every person or entity who is a record owner of a lot in the Knolls of Huntington or who is the beneficiary of a land trust holding title to a lot in Knolls of Huntington shall be a member of the Homeowners Association irrespective of the inclusion, exclusion, the incorporation by reference, or any specific expression or lack thereof to that effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separated from ownership of a lot. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a member of his/her ownership of a lot in the Knolls of Huntington at which time the new owner shall automatically become a member of the Homeowners Association.

If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a lot in the Knolls of Huntington, all such persons or entities shall be members.

Each member of the Homeowners Association shall be bound by and shall observe the

terms and provisions of this Declaration, the Articles of Incorporation, the Bylaws of the Homeowners Association, and the rules and regulations promulgated from time to time by the Homeowners Association or its Board of Directors.

Any person or entity who holds an interest in a lot in the Knolls of Huntington merely as a security for the performance of an obligation shall not be a member of the Homeowners Association.

Section 3. Voting Rights. The Homeowners Association shall have one class of voting membership.

Voting members shall be all record owners of lots in the Knolls of Huntington and all beneficiaries of trusts holding title to lots in the Knolls of Huntington.

Members shall be entitled to one vote for each lot owned. If more than one member is the record owner or beneficiary of the title-holding land trust of a lot in the Knolls of Huntington, then the vote for that lot shall be exercised as those members amongst themselves determine. In no event shall more than one vote be cast with respect to any such lot.

The Homeowners Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Homeowners Association against the member's lot remains unpaid.

Section 4. Duties and Responsibilities of the Association. The Homeowners Association shall be the governing body for all the owners and beneficiaries of title holding land trusts of lots in the Knolls of Huntington. The Knolls of Huntington Homeowners Association shall assume the following responsibilities and shall have and perform each of the following duties:

- a. to provide for high standards of maintenance of the subdivision and to make and promote the desired character of the Knolls of Huntington;
- b. to receive property of every kind, whether real or personal, and to administer and apply such property and the income therefrom, exclusively for the purposes of the Homeowners Association;
- c. to receive any gift, bequest, or devise of any property for any purpose specified by the donor or testator within any of the purposes of the Homeowners Association;
- d. to maintain, repair, and replace the following in the Knolls of Huntington;
 - i. the parkways along Naper Boulevard;
 - ii. all vegetation in the landscape easements planted by the Covenantor or the Homeowners Association except grass;
 - iii. grass in the landscape easements between the right-of-way lines of Naper Boulevard and the innermost row of vegetation planted by the Covenantor or the Homeowners Association along said roadway (the grass between the innermost row of vegetation and the side of the easement furthest from the right-of-way line shall be maintained by each lot owner);
 - iv. all entrance monuments and accompanying landscaping and grass (said entrance monuments, landscaping, and grass shall be located within landscape easements granted by the original Covenantor);

- v. any median strips or cul-de-sac islands;
- vi. any property owned or leased by the Homeowners Association;
- vii. sidewalks along Naper Boulevard;
- viii. all entry signs;
- e. to operate, maintain, and repair Lots 32 and 40 of the Knolls of Huntington and the storm water management facilities located thereon;
- f. to provide for a general fund to enable the Homeowners Association to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its Bylaws by levying an annual assessment or special assessment;
- g. to enforce any lien for nonpayment of any assessment;
- h. to pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Association, to the extent that such taxes and assessments are not levied directly upon the members; and the Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments;
- i. to obtain and maintain policies of insurance, which include but are not limited to property and liability insurance policies obtained through a competitive process, which are reasonably necessary or appropriate to carry out the functions of the Association; homeowners shall be advised of any proposed changes and reasons for same;
- j. to make, establish, promulgate, amend or repeal and reenact this Declaration and the Bylaws pursuant to the terms thereof, covering any and all aspects of its functions, including the use and occupancy of the Association property and the Commons Area;
- k. to keep books and records of the Association's affairs and make such books and records, together with a current copy of this Declaration, available for inspection by the owners and the mortgagees upon request during normal business hours;
- l. to carry out and enforce all duties of the Association set forth in this Declaration;
- m. to take any reasonable action necessary to effectuate the purposes of this Declaration; and
- n. to elect a Board of Directors to manage the affairs of the Homeowners Association.

The responsibility of the Homeowners Association under the foregoing clauses (d) and (e) shall include, but not be limited to, mowing, watering, reseeding, fertilizing, weeding, and pruning. The owners of lots on which exist landscape easements shall permit the Homeowners Association, through its designated members, employees, or agents, to come upon their lots within said easements for the purpose of maintaining said grass and vegetation located in said easement. Further, said owners may not prune, remove, or otherwise alter the vegetation, grass, or trees planted in said landscape easements. Trees on parkways of the Knolls of Huntington must only be removed if, in the opinion of the Board of Directors, following professional consultation, the trees are 1) dead, 2) diseased, or 3) dangerous to residents and passersby along the parkways. The owners of lots that are contiguous to Naper Boulevard may not construct a fence within the landscape easements.

The Homeowners Association shall not pay for the cost of replacing or repairing any sidewalks, or snow removal of sidewalks along Naper Boulevard, to a greater extent than that imposed by the City of Naperville under ordinances concerning sidewalk repair and replacement along arterial roadways.

Section 5. Powers and Authority of the Association. The Association shall have the powers of an Illinois nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts, which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Illinois or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association shall have the following powers and authority at all times:

- a. The Association shall have the power and authority to levy assessments in accordance with and as provided in Article IV, Section 6 of this Declaration.
- b. Where a violation of this Declaration has occurred, the Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of an owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of the Declaration. The Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce this Declaration. The procedure for doing so is described in Article XI.
- c. The Association, represented by the Board, shall have the powers and authority:
 - i. to retain and pay for legal and accounting services necessary or proper in the normal operation of the Association; See Article XI for a description of procedure to be used by the Board in non-routine legal situations.
 - ii. to pay for water, landscaping, gardening, and all other utilities or services to and all maintenance of the Association property and the easements, in accordance with this Declaration;
 - iii. to obtain and pay for any other property and services and to pay any other taxes or assessments that the Association or the Board is required to secure or to pay for pursuant to applicable law or this Declaration.

Section 6. Indemnity. The Association shall indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative, by reason of the fact that such person is or was a director, officer, or committee member of the Association or the Board, against all claims and expenses (including attorney fees reasonably incurred by such person) arising in connection with such action, suit or proceeding, if it is found and determined by a majority vote of the Homeowners Association or by a Court that such person (i) in carrying out his or her duties as a director, officer, or committee member of the Association or the Board, acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association, and (ii) with respect to any action or proceeding, excluding criminal action, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action,

suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that such person did not act in good faith or in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any action or proceeding, excluding criminal action, had reasonable cause to believe that such person's conduct was unlawful.

The Board shall maintain liability insurance on behalf of any person who is or was a director, officer, or committee member of the Association or the Board, against any liability asserted against such person or incurred by such person in any such capacity, or arising out of such person's status as such.

Section 7. Board of Directors. The affairs in the Homeowners Association shall be managed by a Board of Directors.

The number, tenure, and qualifications of directors, their term of office, manner of election, and removal and method of operation of the Board shall be as set forth herein and in the Bylaws.

The Board of Directors shall consist of seven directors, each of whom shall be a member of the Homeowners Association. Directors shall each serve a term of two years. As has been the practice for electing directors, the objective shall be to ensure continuity from year to year by electing four directors one year and three directors the following year.

There shall be an annual election to fill the offices of directors whose terms are expiring. Said election shall occur at the annual membership meeting to be held around or about the end of our fiscal year of each year. Cumulative voting shall apply in the election of the directors. There shall be one vote for each lot in the Knolls of Huntington.

The Board of Directors shall have the power to fill any vacancy that may occur in their own number or in any office of the Homeowners Association. The directors or officers so appointed shall serve until the next annual election.

The Homeowners Association, by a majority (41 members) vote of the membership (80 homes), present in person or by written proxy, may remove an elected or appointed director, only after a special meeting is held of the Homeowners Association that is duly called for this purpose. A quorum (actual members present) shall consist of twenty percent (20%) of the total membership (16 members) who must be present at said meeting of the voting members in order for the meeting to be conducted. See Section 8 of this Article.

If any director fails to attend half of the scheduled meetings of the Board in any fiscal year, the Board may in its sole discretion declare his or her office vacant.

The regular meeting of the Board of Directors shall be held immediately after and at the same place as each annual membership meeting.

Special meetings may be called on the order of the president, on the motion in writing of a majority of the directors, or as otherwise provided in the Bylaws. Unless the Bylaws specify a longer period, at least three days' notice of such special meeting, specifying its purpose, shall be given verbally, by mail or by personal service to each director.

A majority of the Board of Directors shall constitute a quorum for the transaction of business and the action of a majority of such quorum shall be the action of the Board of Directors, but a less number may adjourn from time to time.

The officers of the Homeowners Association shall be a president, vice president, secretary, and treasurer. They shall all be directors. Immediately following the annual homeowners meeting, the Board of Directors shall hold their regular meeting for the purpose of

electing officers. These officers shall hold their respective positions for one year until their successors are elected and qualified. The officers shall be subject to the control of the Board of Directors and may be removed by the majority of the directors at any regular meeting or at any special meeting called for that purpose. The Board of Directors may elect such other officers as it deems necessary. The officers shall exercise their functions according to the Bylaws of the Homeowners Association.

The members of the Board and the officers thereof shall not be liable to the Homeowners Association for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as directors or officers. The Homeowners Association shall indemnify and hold harmless the members of the Board and the officers thereof against all contractual liability to others arising out of contracts made by them.

In the event of any disagreement between any members of the Homeowners Association relating to the maintenance, repair, or replacement of the parkways, landscape easements, median strips, cul-de-sacs islands, entrance monuments, Lots 32 and 40, storm water management facilities or sidewalks, the use or operation of the common property or any questions of interpretation or application of the provisions of this Declaration or the Bylaws of the Homeowners Association, the determination shall be made by application of the provisions of Article XI of this Declaration.

Section 8. Meetings. There shall be an annual meeting of the voting members around or about the end of each fiscal year of the Association. The purpose of each annual meeting shall be to conduct Association business and to elect directors. A quorum (actual members present) shall consist of twenty percent (20%) of the total membership (being 16 members) who must be present at said meeting of the voting members (80 homes -- one vote per home) in order for the meeting to be conducted or business to be transacted. Voting on any question, issue, or any election shall require approval by a majority vote (41 members) of the Homeowners Association (80 votes --one vote per home), present or by written proxy.

Special meetings of the voting members of the Association may be called at any time for the purpose of considering matters, which by the terms of this Declaration, require the approval of the voting members, or for any reasonable purpose. Said meetings may be called by the president, the Board of Directors, or the voting members having, in the aggregate, not less than fifty-one percent (51%) (41 members) of the total votes of the Homeowners Association. Special meetings shall be held as provided in the Homeowners Association Bylaws.

A quorum (actual members present) shall consist of twenty percent (20%) of the total membership (16 members) who must be present at said meetings of the voting members in order for the meeting to be conducted or business to be transacted. Voting on any question, issue, or any election shall require a majority vote (41 members) of the Homeowners Association (80 votes -- one vote per home), present or by written proxy. Unless otherwise expressly provided herein or required by the General Not-For-Profit Corporation Act or the Articles of Incorporation of the Homeowners Association, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present or by written proxy at such meeting.

Written notice of any regular or special meeting shall be distributed not less than ten (10) days nor more than thirty (30) days prior to regular or special membership meetings, stating the date, place, and the hour of the meeting. In the case of a special meeting, such notice shall also include the purpose for which the special meeting is being called. If mailed, the notice of a

meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 9. Loans and Encumbrances. Neither the Homeowners Association nor the Board of Directors may obtain a loan, whether secured or unsecured, or encumber the assets of the Association without approval of a majority (41 members) of the Homeowners Association (80 homes) present in person or by written proxy at a membership meeting duly called for this purpose. The presence in person at said meeting of the voting members having twenty percent (20%) of the total votes (16 members) of the Homeowners Association (80 votes) shall constitute a quorum in order for the meeting to be conducted. See Section 8 of this Article. However, said loan or encumbrance must be approved by a majority of the total members, present in person or by written proxy, of the Homeowners Association.

This provision shall not restrict the power of the Board or the Homeowners Association to contract for goods or services in the ordinary course of the Association's operations. This provision may not be amended unless a majority of the total members of the Homeowners Association approve such amendment, in accordance with Article VIII of this Declaration.

ARTICLE IV

Maintenance Assessments for the Knolls of Huntington

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Covenantor, for each lot owned by it in the Knolls of Huntington, did covenant that each owner of a lot in the Knolls of Huntington by acceptance of a deed or other document of conveyance therefor, whether or not it was so expressed in any deed or other document of conveyance, was deemed to covenant and agreed to pay to the Homeowners Association regular assessments or charges and special assessments for capital improvements and maintenance expenses as provided herein. Such assessments shall be fixed, established, and collected from time to time as hereafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Homeowners Association shall be used for any purpose of the Homeowners Association as specified in this Declaration or the Articles of Incorporation of the Knolls of Huntington Homeowners Association.

Section 3. Regular Assessments. The Homeowners Association, through the Board of Directors, shall levy for each assessment year an assessment, applicable to that year only, for the

purpose of enabling the Homeowners Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein.

Section 4. Procedure. The Board of Directors of the Homeowners Association shall determine the amount of the assessment against each lot for each assessment year. The Board of Directors shall notify in writing each member of the Homeowners Association of the amount of the assessment against the member's lot no later than March 1 of each year. The annual assessment shall be paid by each member on or before April 1 of each year. The Board of Directors shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Homeowners Association and shall be open to inspection by any lot owner. See Section 5 of this Article for the procedure involved in increasing the assessment.

The Homeowners Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Homeowners Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Change in Basis of Regular Assessments. The Board of Directors of the Homeowners Association may increase, if financially necessary, the amount and/or basis of the regular assessment during any assessment year, up to twenty percent (20%). This increase in the assessment shall be approved by sixty-six percent (66%) of the members of the Board of Directors at a Board meeting. If the regular assessment is over twenty percent (20%), a majority (41 members) vote of the total membership (80 homes), present or by proxy, approving the increase, shall be required at a special meeting of the Homeowners Association duly called for this purpose. The Board shall provide complete financial data to support an increase in the assessment.

Section 6. Special Assessments. In addition to the regular annual assessment authorized by Section 3 hereof, the Homeowners Association, through the Board of Directors, may levy in any assessment year a special assessment, applicable to that year only, whenever in the Board's opinion such special assessment is necessary to enable the Board to carry out the functions of the Association under this Declaration, provided that (i) if such special assessment is for an amount not greater than \$100.00 per lot in the aggregate in any fiscal year, such special assessment shall have been approved by sixty-six percent (66%) of the members of the Board of Directors at a Board meeting duly called for this purpose, or (ii) otherwise, such special assessment, if over \$100.00, shall be approved by a majority vote of the members of the Association, at a meeting duly called for this purpose. This special assessment could be but is not limited to Capital Improvements, Maintenance, and Legal Expenses. The Board shall provide complete financial data to support an increase in the assessment.

Section 7. Quorum for any Action Authorized under Sections 5 and 6.

a. Board of Directors. The quorum required for any action authorized by Sections 5 and 6 hereof shall be the presence in person at the meeting of the Board of Directors, that number of directors having sixty-six percent of the total votes that could be cast by the Board. If the required quorum is not forthcoming at any meeting, another meeting may be called, and the required quorum at any such subsequent meeting shall be the same number, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

b. Homeowners Association. A quorum (actual members present) to determine whether a meeting of the Homeowners Association can be conducted shall consist of twenty percent (20%) of the total membership (16 members) who must be present at said meeting of the voting members in order for the meeting to be conducted.

Section 8. Effect of Non-Payment of an Assessment. If any regular or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorneys' fees thereof as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then owner(s), their heirs, devisees, personal representatives, assigns, successors, and grantees and the limitations on the enforcement thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then owners to pay such assessment, however, shall remain their personal obligation to their successors in title unless expressly assumed by them. If title to a lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners, provided that it shall be subordinate to an Assignment of Rents held by a mortgagee delivered in connection with a first mortgage loan to purchase the property.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum, permitted by the usury laws of the State of Illinois and the Homeowners Association may bring an action at law against the owner personally obligated to pay same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and a reasonable attorneys' fees to be fixed by the court together with all costs of the action. The venue for all legal actions shall be in DuPage County, Illinois. The persons in possession shall be authorized to accept summons for the owners of the lot.

In the event that title to any lot is conveyed to a land trustee, upon the demand of the Homeowners Association, the trustee shall furnish the Homeowners Association with a certified copy of the trust agreement so that the Homeowners Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein may for any reason be subordinated by the Homeowners Association by written document executed by its duly authorized officers and shall without any writing be subordinate to the lien of any mortgage placed upon the properties subject to assessments for the purpose of purchasing the subject lot or lots, provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the

mortgage or mortgages; and provided further that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The owners agree upon accepting title that the lien of the assessments shall be prior to the homestead rights of the owners since it runs with the land and is in existence before commencement of ownership interests.

ARTICLE V

Property Right in the Common Property

If the Homeowners Association should purchase or lease any real property, then every owner of a lot in the Knolls of Huntington shall have a right to an easement of enjoyment in and to all of said property and such easement shall be appurtenant to and shall pass with the title of every lot in the Knolls of Huntington. However, the Homeowners Association may suspend the enjoyment rights of any lot owner for any period during which any assessment remains unpaid and for any period not to exceed thirty days for any infraction of its published rules and regulations.

ARTICLE VI

Maintenance and Repair

Section 1. Responsibility of Owner. Each owner of a lot in the Knolls of Huntington shall provide, at his/her own expense, all of the maintenance, decorating, repairs, and replacement on his/her own lot and keep same in good condition. (Additional responsibilities are defined in Article X of this Declaration.)

Section 2. Responsibility of Homeowners Association. The Homeowners Association shall be responsible for the maintenance, repair and replacement of the property as specified in Article III, Section 4d and 4e of this Declaration.

Section 3. Liability for Damage to Property. Each lot owner in the Knolls of Huntington shall be liable for the expense of any maintenance, repair, or replacement of any of the property the Homeowners Association is responsible for maintaining in the Knolls of Huntington rendered necessary by his/her act, neglect, or carelessness or by that of any member of his/her family or his/her guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Homeowners Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights or subrogation.

ARTICLE VII

Covenantor's Reserved Rights

Section 1. Easements. Notwithstanding any provisions contained herein to the contrary, all covenants, restrictions, easements, charges, and liens created under this Declaration shall be subject to easements of record on the date hereof and any easements which may have been granted by the Covenantor.

ARTICLE VIII

Amendments

Section 1. Amendment. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the secretary of the Board of Directors. Said change, modification, or rescission shall require a majority (41 members) vote of the members (80 homes) of the Homeowners Association, present or by written proxy, at a membership meeting duly called for this purpose. A quorum (actual members present) shall consist of twenty (20%) percent of the total membership (16 members present) at said meeting of the voting members in order for the meeting to be conducted.

Any change, modification, or rescission concerning the maintenance, repair, and replacement of grass and vegetation in landscape easements granted by the original Covenantor, must also be approved by seventy-five (75%) of the owners of the lots on which such landscape easements exists. Any change, modification, or rescission concerning Article III, Section 9 must be approved by a majority of the total members of the Homeowners Association.

Section 2. Notice of Amendment. The change, modification, or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of DuPage County, Illinois.

ARTICLE IX

General Provisions

The property in the Knolls of Huntington subdivision shall be improved and used primarily for single-family residential use, including related or ancillary uses, including the Commons Area and utility easements.

Section 1. Duration. The covenants, restrictions, easements, charges, and liens as delineated in this Declaration shall run with and bind the land so as to insure the owners of lots and beneficiaries of trusts holding title to lots in the Knolls of Huntington full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the

Homeowners Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty years (2015) from the date this Declaration is recorded, after which time these covenants, restrictions, easements, charges, and liens shall be automatically extended for successive periods of ten years unless an instrument signed by (a) the then owners of sixty-six percent (66%) of the lots in the Knolls of Huntington and (b) the then owners of seventy-five percent (75%) of the lots on which landscape easements granted by the Covenantor exist has been recorded agreeing to change said covenants, restrictions, easements, charges, and liens in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every lot owner at least ninety days in advance of any action taken.

Section 2. Notices. Any notice required to be given to any lot owner under the provisions of this Declaration shall be deemed to have been properly given if said notice was either (a) sent by mail with postage prepaid to the last known address for the person or entity who appears as the lot owner on the records of the Homeowners Association at the time of such mailing or (b) personally delivered to the last known address of the person or entity who appears as the lot owner on the records of the Homeowners Association at the time of such delivery.

Section 3. Rights and Obligations. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to (a) all covenants, restrictions, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration and (b) all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he/she had been the original grantee under the deed of conveyance or any mortgage or trust deed or other evidence of obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such lot owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 4. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential community of the highest quality and character, where there will be an efficient operation of the Association, through its Board of Directors, where the values and amenities of the community will be preserved, where maintenance of high standards will continue to elevate property values of the homeowners, and where there will be continued protection of the open spaces and park-like setting within the Knolls.

Section 5. Covenant in Event of Dissolution of the Homeowners Association. In the event the Homeowners Association is dissolved, the owners of lots in the Knolls of Huntington agree that all provisions contained herein regarding maintenance, repair and replacement in the Knolls of Huntington shall still apply and that this Declaration shall be in full force and effect.

Section 6. Lot Ownership in Trust. In the event title to any lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and control of the lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such lot ownership. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation.

The amount of such lien or obligation shall continue to be a charge or lien upon the lot ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such lot ownership.

Section 7. Enforcement. Enforcement of these covenants, restrictions, easements, charges, and liens shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, easement, charge, or lien, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Homeowners Association or any owner of a lot in the Knolls of Huntington to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8. Severability. Invalidation of any one of these covenants, restrictions, easements, charges, or liens by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE X

Architectural Standards **General Restrictions**

Section 1. Review of Exterior Construction Plans for Dwelling Units and Modifications to Said Units. No building or other structure shall be commenced, constructed, or erected on any single-family lot in the Knolls of Huntington, nor shall any exterior improvement to or significant change (including painting or staining a home exterior a color not aesthetically and architecturally compatible with the colors of surrounding homes in the Knolls) or other alteration be made to the exterior of any building or structure on a lot, other than emergency repairs or alterations which have no material impact on the external appearance of such building or structure, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in writing, addressed to the president (and copied to the Board members) for their review.

Improvements shall mean a permanent addition to or betterment of real property that enhances its capital value and that involves the expenditure of labor or money, and is designed to make the property more useful or valuable, as distinguished from ordinary repairs. Significant change shall mean any change that has a material impact on the external appearance of a building or structure on a lot.

The Board shall determine whether such plans and specifications comply with the terms of this Declaration and the Bylaws. The Board shall notify the owner of the affected lot of its determination promptly, and in no event more than 30 days following receipt of such plans and specifications. If the Board determines that such plans and specifications comply with this Declaration and the Bylaws, the owner of such lot may immediately commence the work described therein. If such plans and specifications do not so comply, the Board may either require compliance or grant a variance for that specific instance (or for any portion of the work described therein), as described below under Variance. In that case, the Board's notice to such owner shall be in writing, and shall specify what changes are required by the Board to comply with this Declaration and the Bylaws. After 30 days, if the Board has not responded in writing, the request shall be deemed approved, and this section shall be deemed to have been fully complied with.

Building specifications submitted to the Board shall include an estimated time of completion once construction begins. Additional time shall be allowed for changes to the plan or for extraordinary delays or circumstances outside of a homeowner's control that delay the start of or completion of construction, provided that the Board is advised at that time and an amended timetable for completion is submitted in writing.

Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by an owner upon any lot within the Knolls. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Restatement by reason of noise, dust, presence of vehicles or construction machinery, posting of permitted signs or similar activities, provided that such construction (i) has been permitted by the appropriate governmental authorities, (ii) is conducted during daylight hours, and (iii) is pursued to completion with reasonable diligence and conforms to construction practices customary in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Board, provided that such waiver shall be only for the reasonable period of such construction.

a. Variance. The Board may grant variances from compliance with any of the provisions of this Declaration when, in its opinion and in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Knolls of Huntington. All variances must be evidenced by a written instrument and must be signed by a majority of the Board. The granting of such variance shall not operate to waive or amend any of the terms and provisions of the Declaration applicable to the lots for any purpose except as to the particular property and the particular matter covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

b. Work in Progress. Once a building plan submitted by a homeowner has been approved by the Board, the Board shall be allowed to inspect any work in progress, or at completion of the structure, to ensure compliance with Board approved plans and specifications. Any significant change of a plan originally submitted and approved by the Board, affecting the exterior of a dwelling unit, must be re-submitted by the homeowner to the Board, prior to the change, for approval. Otherwise, ordinances of the City of Naperville apply.

c. **Waiver of Future Approvals.** The approval or consent of the Board to any plans and specifications shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

Section 2. Construction in Place. Anything constructed on the property, including materials utilized, shall comply with the requirements of the ordinances of the City of Naperville, including but not limited to securing proper building permit(s).

Section 3. Unfinished Structures. No structure shall remain unfinished for more than ninety (90) days (or such longer period of time as shall have been specified in the plans submitted to the Board) after construction has commenced. If circumstances outside of a homeowner's control delay construction and completion of the structure, the homeowner must advise the Board of same at that time, and establish an amended timetable for completion.

Section 4. Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed in the Knolls of Huntington without the approval of the Board, with the exception of tents erected for children in single-family lots, camping out for play, for an overnight stay, or for a special party/family event.

Section 5. Mobile Homes, Travel Trailers, Trucks, and Recreational Vehicles. No trailers (including camping/travel trailers), graders, boats, tractors, wagons, buses, motorcycles, motor scooters, trucks with Class B or higher license plates (except sports utility vehicles [SUVs] and light pickups), mobile homes, or other vehicles of any type whatsoever shall be parked, stored, placed, or left unattended, permanently or temporarily on any of the single-family residential lots in the Knolls of Huntington, in accordance with the ordinance of the City of Naperville, except in an enclosed garage, and except that boats, campers, and mobile homes may be parked temporarily for vacation planning, cleaning, etc., for up to and including seven (7) days. Notwithstanding the foregoing, the operable automobile being used by the owners, occupants and their invitees of any of the residential lots in the Knolls of Huntington may be parked on the owners' driveways and public streets as permitted by law. Inoperable automobiles shall not be parked in the owners' driveways for more than three (3) days. No repair or maintenance work shall be done on any of the foregoing or on any automobile, other than minor emergency repairs, except in enclosed garages.

Section 6. Signs. No sign of any kind shall be erected if not in accordance with the ordinance of the City of Naperville. No sign of any kind shall be displayed to the public view on any lot, easements, or the Commons Area, except those cases listed below:

- (a) builders/remodelers may display one (1) sign of not more than four (4) square feet on a lot or the residential structure during the construction period to advertise;
- (b) any owner or agent thereof may display one (1) sign of not more than four (4) square feet on a residential lot to advertise the lot and residence for sale, or for a garage sale on residential lots and/or the Commons Area;
- (c) signs required for legal proceedings;
- (d) signs in front of homes announcing that an invisible fence is installed on the lot; and

- (e) the Association or the Board may display one sign at each entrance to the subdivision to announce meetings or other events deemed to be of interest to the neighborhood by the Association or the Board.

Section 7. Animals - Household Pets. No animals, livestock, or poultry of any kind, wild or dangerous animals, or any other type of animal shall be raised, bred, kept, or cared for on any single-family lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained primarily for any commercial purpose. No kennel or breeding operation will be allowed. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed in the Knolls of Huntington other than on the lot of its owner unless confined to a leash. No animal shall be allowed to run at large. No household pets whatsoever shall be housed anywhere on any of the lots except inside the dwelling unit. Household pets are not to be left unattended outside of homes unless the homes have physical or invisible fences. After ratification of this Declaration, homes where invisible fences will be installed shall be marked with a sign from the installer indicating same to passersby. All homes with existing invisible fences shall have a sign indicating the presence of such a fence to passersby. The Board recommends that all other homeowners with invisible fences place a sign at the front of their property indicating the presence of an invisible fence on their lot. It is the pet owner's responsibility to comply with the Naperville Leash Law and Nuisance Law. Cleaning up after the pet is the pet owner's responsibility, both on his/her own property, property of any neighbor, the easements, or the Commons Area property.

Section 8. Towers and Antennas. No exterior television antenna, radio antenna, satellite dish or other device for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation which is visible from the exterior of the residence shall be erected, installed, maintained or used on any single-family residential lot in the Knolls of Huntington unless such a device is erected, installed, maintained, and used in full compliance with the Telecommunications Act of 1996, or subsequent revisions thereto, regulations promulgated thereunder, ordinances of the City of Naperville, and all the applicable health and safety codes and regulations.

Any such device shall be located to the rear of the roof ridge line, gable line, or center line of the principal dwelling structure, if attached to such structure, and shall be located to the rear of the rear wall of the principal dwelling structure if it is a free-standing device; and no such device shall be permitted to extend above the roof of the primary dwelling structure so as to be visible from any street adjoining said lot, unless such location impairs the homeowner's ability to install, maintain, or use such a device. (All such devices shall be painted so that they blend into the background against which they are mounted, unless such painting interferes with reception or imposes unreasonable costs.)

Section 9. Pools. No above-ground pools of any type, with the exception of small swimming or wading pools for young children that are emptied nightly, and covered spas/hot tubs shall be erected, installed, or maintained upon any single-family residential lot in the Knolls of Huntington. All in-ground pools must be fenced in accordance with the ordinances of the City of Naperville. Any such fence shall comply with the ordinances of the City of Naperville and must be approved by the Board of Directors of the Knolls of Huntington.

Section 10. Accessory Buildings or Structures for Storage. No accessory buildings or structures shall be constructed, installed or maintained on any single-family lot in the Knolls of Huntington, with the exception of playhouses or structures for recreational use.

Section 11. Fences. In order to preserve the park-like setting, natural quality and aesthetic appearance of the Knolls of Huntington, no fences shall be permitted except around swimming pools, as required by law. Any fence erected around a swimming pool shall not extend to the front of the home or lot. The fenced area may include the entire backyard of the lot, but shall not extend beyond the rear walls of the home. The fence shall be in compliance with the ordinances of the City of Naperville and must be approved by the Board of Directors of the Knolls of Huntington. No cyclone or stockade or chain link fences shall be permitted on any single-family lot in the Knolls of Huntington. Fences that exist prior to ratification of this Declaration on January 18, 2000, shall be considered to have been grandfathered in, except that they shall be maintained in good repair at all times.

Section 12. Exterior Requirements. The exterior color of each house shall aesthetically and architecturally blend with and enhance the appearance of the subdivision. Homeowners shall maintain each lot in the Knolls of Huntington in a manner that maintains the community's high standards, preserves its values and amenities, and elevates the property values of the homeowners. This includes, but is not limited to the condition of the painted/stained house exterior, garage doors, windows, and shutters.

Section 13. Condition of Property -- Rubbish and Debris. No unsightly growth, including, but not limited to dead trees, shrubs, and grass, shall be permitted to grow or remain upon any of the single-family residential lots, and no refuse pile or unsightly objects shall be allowed to be placed or maintained on any of the lots. Trash, garbage, or other waste shall not be kept except in sanitary and covered containers that must be properly maintained. No odors shall be permitted to arise therefrom so as to render the property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other portion of the property or to its occupants. No trash, garbage, or other waste containers shall be stored, kept, or maintained anywhere except within the dwelling units or the garages, or appropriately screened from view, on each of the lots, except on such days or previous evenings after 7:00 p.m., as such trash, garbage, or other waste material is to be collected and removed. The Board shall take into account additional time that may be required by residents for cleanup after storm, flood, and/or wind damage to homes or premises. The term "unsightly" is hereby defined as a condition that detracts from the high quality of life, open spaces, and the park-like setting of the Knolls of Huntington.

Section 14. Unsightly Articles. No article of personal property deemed to be unsightly by a majority vote of the Association shall be permitted to remain on any single-family residential lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, ladders, construction materials, and garden maintenance equipment shall at all times, except when in actual use, be kept in garages or screened from view. Service areas, storage areas, compost piles, and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, plant waste, compost piles, shrub or tree clippings, metals, bulk materials, construction materials, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on

any portion of the Knolls of Huntington, except within garages or appropriately screened from view; except that tree clippings and leaves are permitted during the weeks when the City of Naperville is scheduled to pick up such clippings along the streets of the Knolls. The term "unsightly" is hereby defined as a condition that detracts from the high quality of life, open spaces, and the park-like setting of the Knolls of Huntington.

Section 15. Landscaping Requirements. "Landscaping" shall mean any modification to a lot, including but not limited to any berming, irrigation systems, landscape subsurface drainage systems, paving, and nonstructural retaining walls. Landscaping shall be properly maintained at all times. Recommendations by the Board and a professional landscaper with respect to tree disease control must be followed immediately.

Section 16. Window Air Conditioners. No window or wall type air conditioner shall be permitted to be used, placed or maintained on or in any building in any part of the Knolls of Huntington.

Section 17. Sidewalks. Each owner shall be responsible for the maintenance and repair of the sidewalk adjacent to such owner's lot and crossing such owner's lot, and shall maintain such portion of the sidewalk in a good condition of repair in accordance with the ordinances of the City of Naperville.

Section 18. Drainage of Storm Water. Drainage of storm water into the sanitary sewage system shall not be permitted; except, however, that swimming pools, spa drains and backwash systems may be temporarily connected to the sanitary sewage system. No septic tank or other means of sewage disposal system (except where allowed by the City of Naperville ordinances) not connected to the sanitary sewage system shall be permitted.

Section 19. Hazardous Activities. No activities shall be conducted on any single-family residential lot and no improvements shall be constructed on any lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the lot, and no open fires shall be lighted or permitted except within safe and well-designed fireplaces, within barbecue units, or within open pits while attended and in use for cooking purposes.

ARTICLE XI

Compliance, Breach of Covenants, and Default

This Declaration shall not be subject to the strict construction rule. Instead, it shall be construed in a reasonable manner, to promote the high quality of life, open spaces, and the park-like setting of the Knolls of Huntington subdivision.

Section 1. Rights and Remedies. Each owner is bound by and shall comply with the terms of this Declaration and by all amendments, changes, and modifications thereto. A failure by an owner to comply with this Declaration shall constitute a default by such owner. If a

default occurs, the Board shall have the right to submit the issue to mediation, to recover damages at law, to procure injunctive relief, or to avail itself of any other rights or remedies permitted at law or in equity. The rights and remedies of the Board shall be cumulative and may be enforceable concurrently in a single proceeding.

Section 2. Recovery of Suit Expenses. In any proceeding commenced, based upon, or arising out of an alleged default by an owner or the Board, the prevailing party shall be entitled to recover any reasonable expense of the proceeding, including reasonable attorneys fees. Litigation costs should be assessed against the members of the Association, from the onset of the Board's decision to litigate a homeowner's violation of this Declaration and the Bylaws, after the Board has determined that all efforts by the Board, directed at resolving the problem, including mediation, have failed, and a decision must be rendered in a court of law.

Section 3. Litigation Controls. The following process shall be undertaken to enforce any term or provision of this Declaration or the Bylaws. First, the Board of Directors shall attempt to resolve any issue arising under this Declaration or the Bylaws with the homeowner in default. Second, the Board shall attempt to resolve the issue through mediation. The Board shall oversee the process, but no member of the Board shall be a member of the mediation team. The mediation team shall be comprised of five (5) homeowners chosen randomly from the members of the Knolls of Huntington Homeowners Association. Third, should the mediation process fail, or if any of the parties refuses to submit to such mediation, a special meeting of the Homeowners Association shall be convened, at which a vote of the majority (41 members) of the Homeowners Association, present or by written proxy, shall be taken whether to litigate the matter. A quorum shall consist of twenty (20%) percent of the total membership (16 members present) in order for such a meeting of the membership (80 homes) to be conducted. Should the Association vote to commence the prosecution, the timeframe to be used by the Board for providing a specific accounting to the membership of the costs associated with the litigation shall be established. Such a meeting also may consider any other matters concerning such proceeding, including the time and manner of prosecuting the same and any terms of settlement.

The decision whether or not to commence prosecution of the illegal action, by a majority vote of the Homeowners Association in attendance at such a meeting, duly called for such purpose, shall be binding.

a. Emergency Enforcement of the Declaration or Bylaws. In the case of a default by a homeowner, or of any issue arising under this Declaration or the Bylaws that require immediate filing of any legal proceeding to enforce any term or provision of the Declaration or the Bylaws on an emergency basis, the Board shall, immediately upon filing, or as soon as practicable, deliver written notice thereof to the members of the Homeowners Association. The Board shall then proceed with steps one through two as outlined above, in this section. If the party refuses to submit to mediation, or if the issue is not resolved at the mediation level, the Board shall, as its next step, call a meeting of the Homeowners Association to decide whether to continue the prosecution of or to dismiss such a proceeding. Should the Association vote to continue with the proceeding, the timeframe to be used by the Board for providing a specific accounting to the membership of the costs associated with the litigation shall be established. Such a meeting also may consider any other matters concerning such proceeding, including the time and manner of prosecuting the same and any terms of settlement.

A quorum (actual members present) shall consist of twenty (20%) percent of the total

membership (16 members present) in order for such a meeting of voting members of the Homeowners Association to be conducted.

The decision whether or not to continue prosecution of the illegal action by a majority vote, in person or by written proxy, of the Homeowners Association in attendance at a meeting duly called for such a purpose, shall be binding.

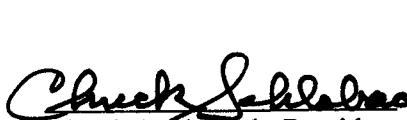

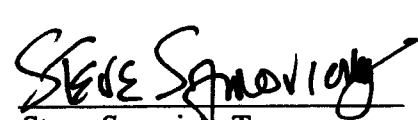
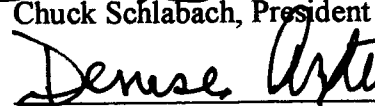
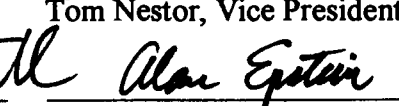
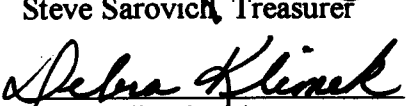

b. Appeals. A decision by the Homeowners Association to proceed with litigation shall not apply to appeal(s) of the case and shall be decided at a special meeting of the Association, duly called for this purpose. A quorum (actual members present) shall consist of twenty (20%) percent of the total membership (16 members present) in order for such a meeting of voting members of the Homeowners Association to be conducted. The Board shall provide a specific accounting to the membership of the costs associated with an appeal. The decision whether or not to appeal, shall be by a majority vote, in person or by written proxy, of the Homeowners Association in attendance at a meeting duly called for such a purpose, shall be binding.

This Restatement of the Declaration of Covenants and Restrictions shall amend and restate in its entirety the Declaration of Covenants and Restrictions for the Knolls of Huntington Homeowners Association, and shall apply to and be binding upon all property in the Knolls of Huntington as described in Exhibit A and to the owners thereof with equal meaning and of like force and effect.

In witness whereof, the Board of Directors of the Knolls of Huntington Homeowners Association, an Illinois not-for-profit corporation, has caused this Restatement of the Declaration of Covenants and Restrictions for the Knolls of Huntington Homeowners Association to be executed by its legally authorized Officers whose signatures are hereunto subscribed on the day first written above.

KNOLLS OF HUNTINGTON HOMEOWNERS ASSOCIATION

BY

 Chuck Schlabach, President	 Tom Nestor, Vice President	 Steve Sarovich, Treasurer
 Denise Axtell, Director	 Alan Epstein, Director	 Debra Klimek, Director
 Alicia McCareins, Director		

ATTEST


Alicia McCareins, Secretary

This document was prepared by **BROOKS, ADAMS & TARULIS**, Attorneys at Law, 101 N. Washington Street, Naperville, IL 60540-4591; 630 355 2101.

Permanent Parcel No. 08-20-400-020

EXHIBIT "A"

KNOLLS OF HUNTINGTON

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, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, and 82, in KNOLLS OF HUNTINGTON, BEING PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 1985 AS DOCUMENT R85-14087 IN DUPAGE COUNTY, ILLINOIS.

All lots herein shall be referred to as KNOLLS OF HUNTINGTON."

PREPARED BY:

DMITRY FEOFANOV ATTORNEY AT LAW
101 N. WASHINGTON STREET
NAPERVILLE, IL 60540-4591

MAIL TO:

KNOLLS OF HUNTINGTON HOMEOWNERS ASSOCIATION
C/O ALICIA G. MCCAREINS
SECRETARY, KNOLLS OF HUNTINGTON HOMEOWNERS ASSOCIATION
919 ROCKBRIDGE DRIVE
NAPERVILLE, IL 60540

PARCEL NUMBERS AND ADDRESSES OF LOTS IN THE KNOLLS OF HUNTINGTON

Parcel number 08-20-410-039, with a street address of 900 Rockbridge, Naperville, IL 60540
Parcel number 08-20-410-040, with a street address of 904 Rockbridge, Naperville, IL 60540
Parcel number 08-20-410-041, with a street address of 908 Rockbridge, Naperville, IL 60540
Parcel number 08-20-410-042, with a street address of 912 Rockbridge, Naperville, IL 60540
Parcel number 08-20-410-043, with a street address of 916 Rockbridge, Naperville, IL 60540
Parcel number 08-20-410-044, with a street address of 920 Rockbridge, Naperville, IL 60540
Parcel number 08-20-410-045, with a street address of 924 Rockbridge, Naperville, IL 60540
Parcel number 08-20-410-046, with a street address of 928 Rockbridge, Naperville, IL 60540
Parcel number 08-20-410-047, with a street address of 932 Rockbridge, Naperville, IL 60540
Parcel number 08-20-410-048, with a street address of 936 Rockbridge, Naperville, IL 60540
Parcel number 08-20-410-049, with a street address of 940 Rockbridge, Naperville, IL 60540
Parcel number 08-20-410-050, with a street address of 944 Rockbridge, Naperville, IL 60540
Parcel number 08-20-417-009, with a street address of 917 Turnbridge, Naperville, IL 60540
Parcel number 08-20-417-008, with a street address of 913 Turnbridge, Naperville, IL 60540
Parcel number 08-20-417-007, with a street address of 909 Turnbridge, Naperville, IL 60540
Parcel number 08-20-417-006, with a street address of 905 Turnbridge, Naperville, IL 60540
Parcel number 08-20-417-005, with a street address of 901 Turnbridge, Naperville, IL 60540
Parcel number 08-20-417-004, with a street address of 897 Turnbridge, Naperville, IL 60540
Parcel number 08-20-417-003, with a street address of 893 Turnbridge, Naperville, IL 60540
Parcel number 08-20-417-002, with a street address of 889 Turnbridge, Naperville, IL 60540
Parcel number 08-20-417-001, with a street address of 885 Turnbridge, Naperville, IL 60540
Parcel number 08-20-213-011, with a street address of 881 Turnbridge, Naperville, IL 60540
Parcel number 08-20-213-010, with a street address of 877 Turnbridge, Naperville, IL 60540
Parcel number 08-20-213-013, with a street address of 873 Turnbridge, Naperville, IL 60540
Parcel number 08-20-213-012, with a street address of 869 Turnbridge, Naperville, IL 60540
Parcel number 08-20-213-007, with a street address of 865 Turnbridge, Naperville, IL 60540
Parcel number 08-20-213-006, with a street address of 861 Turnbridge, Naperville, IL 60540
Parcel number 08-20-213-005, with a street address of 857 Turnbridge, Naperville, IL 60540
Parcel number 08-20-213-004, with a street address of 853 Turnbridge, Naperville, IL 60540
Parcel number 08-20-213-003, with a street address of 849 Turnbridge, Naperville, IL 60540
Parcel number 08-20-213-002, with a street address of 847 Ashfield, Naperville, IL 60540
Parcel number 08-20-212-001, with a street address of 841 Turnbridge, Naperville, IL 60540
Parcel number 08-20-415-001, with a street address of 837 Turnbridge, Naperville, IL 60540
Parcel number 08-20-415-002, with a street address of 833 Turnbridge, Naperville, IL 60540
Parcel number 08-20-415-003, with a street address of 829 Turnbridge, Naperville, IL 60540
Parcel number 08-20-415-004, with a street address of 825 Turnbridge, Naperville, IL 60540
Parcel number 08-20-415-005, with a street address of 821 Turnbridge, Naperville, IL 60540
Parcel number 08-20-415-006, with a street address of 817 Turnbridge, Naperville, IL 60540
Parcel number 08-20-416-015, with a street address of 909 Rockbridge, Naperville, IL 60540
Parcel number 08-20-416-014, with a street address of 804 Turnbridge, Naperville, IL 60540
Parcel number 08-20-416-013, with a street address of 808 Turnbridge, Naperville, IL 60540

[illegible]



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
MAY 26, 2015 RHSP 11:42 AM
OTHER \$43.00 08-20-212-001
007 PAGES R2015-055149

RECORDING COVER PAGE

Knolls of Huntington Homeowners' Association

DECLARATION OF COVENANTS AND RESTRICTIONS

AMENDMENT NO. 1

Knolls of Huntington Homeowners' Association

DECLARATION OF COVENANTS AND RESTRICTIONS

AMENDMENT NO. 1

(Adoption of Amendment to the Restatement of the Declaration of Covenants and Restrictions for Knolls of Huntington Homeowners Association)

WHEREAS, This instrument is recorded for the purpose of amending the Restatement of the Declaration of Covenants and Restrictions for Knolls of Huntington Homeowners Association (hereinafter referred to as "Declaration"), which was recorded on February 16, 2000 as document number R2000-023680 with the Recorder of Deeds of DuPage County, Illinois; and

WHEREAS, the Board has reviewed the Declaration, and has determined that amending the Declaration to reflect further additions, deletions and other modifications thereto is desirable for the efficient operation of the Association, and

WHEREAS, Article VIII, Section 1 of the Declaration allows that the Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the secretary of the Board of Directors. Said change, modification, or rescission shall require a majority (41 members) vote of the members (80 homes) of the Homeowners Association, present or by written proxy, at a membership meeting duly called for this purpose. A quorum (actual members present) shall consist of twenty (20%) percent of the total membership (16 members present) at said meeting of the voting members in order for the meeting to be conducted; and

WHEREAS, the Members of the Association desire to amend the Declaration to allow that:

- 1) The Board may consist of less than seven members.
- 2) Homeowner notifications may be sent via electronic mail.
- 3) The annual assessments billed to members will not be due until 30 days after the annual budget is adopted by the Board of Directors.

WHEREAS, the Association deems these amendments to be in the best interests of the Association; and

WHEREAS, this Amendment shall become effective upon its recording with the DuPage County Recorder of Deeds.

NOW, THEREFORE, BE IT RESOLVED, that the Members hereby amend the Restatement of the Declaration of Covenants and Restrictions for Knolls of Huntington Homeowners Association as follows:

Amendment No. 1.1 (Amendment to allow 5 to 7 Directors)

Article III, Section 7, paragraph 3 of the Declaration is hereby amended by deleting the current language of that paragraph and replacing it with the following language:

"The Board of Directors shall consist of five directors, each of whom shall be a member of the Homeowners Association. Directors shall each serve a term of two years. As has been the practice for electing directors, the objective shall be to ensure continuity from year to year by electing three (3) directors in one year and the other

two (2) directors the following year. The Board may add up to two additional positions to be filled at election for a total of seven directors. In the event the Board adds additional positions to the Board, the Board shall determine during which years such positions shall be up for election.”

Amendment No. 1.2 (Amendment to allow Homeowners notices via electronic mail)

(a) Article III, Section 8, paragraph 4 of the Declaration is hereby amended by deleting the current language of that paragraph and replacing it with the following language:

“Written notice, via United States mail, personal delivery or electronic mail (e-mail), of any regular or special meeting shall be distributed not less than ten (10) days nor more than thirty (30) days prior to regular or special membership meetings, stating the date, place, and the hour of the meeting. In the case of a special meeting, such notice shall also include the purpose for which the special meeting is being called. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.”

(b) Further, Article IX, Section 2 of the Declaration is hereby amended by deleting the current language of that Section and replacing it with the following language:

“Notices. Any notice required to be given to any lot owner under the provisions of this Declaration shall be deemed to have been properly given if said notice was either (a) sent by United States mail with postage prepaid to the last known address for the person or entity who appears as the lot owner on the records of the Homeowners Association at the time of such mailing, or (b) personally delivered to the last known address of the person or entity who appears as the lot owner on the records of the Homeowners Association at the time of such delivery, or (c) sent electronically to the e-mail address provided by the lot owner.”

Amendment No. 1.3 (Amendment allowing assessments to be billed after adoption of budget):

Article IV, Section 4, paragraph 1 of the Declaration is hereby amended by deleting the current language of that Section and replacing it with the following language:

“Procedure. The Board of Directors of the Homeowners Association shall determine the amount of the assessment against each lot for each assessment year. The Board of Directors shall notify in writing each member of the Homeowners Association of the amount of the assessment against the member's lot after adoption of the annual budget. The annual assessment shall be paid by each member within thirty (30) days of the Association sending the member notice of the amount of the assessment against such member's lot. The Board of Directors shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Homeowners Association and shall be open to inspection by any lot owner. See Section 5 of this Article for the procedure involved in increasing the assessment.”

END OF TEXT OF AMENDMENT

This instrument was prepared by, and upon recording return to:

KEAY & COSTELLO, P.C.
128 South County Farm Road
Wheaton, Illinois 60187

CERTIFICATION:

The undersigned is the Secretary of the Board of Directors for the Knolls of Huntington Homeowners Association and by my signature below I hereby certify that the foregoing Amendment to the Restatement of the Declaration of Covenants and Restrictions for Knolls of Huntington Homeowners Association has been approved by the affirmative votes of at least fifty-one percent (51 %) of all Members.

IN WITNESS WHEREOF I have executed this Certificate on this 28th of April, 2015 DA

Denise Axtell
Signature

April 28, 2015
Date

DENISE AXTELL
Printed Name

KNOLLS OF HUNTINGTON

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, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, and 82, in KNOLLS OF HUNTINGTON, BEING PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 1985 AS DOCUMENT R85-14087 IN DUPAGE COUNTY, ILLINOIS.

All lots herein shall be referred to as KNOLLS OF HUNTINGTON."

Address	PIN	Lot#
900 Rockbridge Road	08-20-410-039	1
904 Rockbridge Road	08-20-410-040	2
908 Rockbridge Road	08-20-410-041	3
912 Rockbridge Road	08-20-410-042	4
916 Rockbridge Road	08-20-410-043	5
920 Rockbridge Road	08-20-410-044	6
924 Rockbridge Road	08-20-410-045	7
928 Rockbridge Road	08-20-410-046	8
932 Rockbridge Road	08-20-410-047	9
936 Rockbridge Road	08-20-410-048	10
940 Rockbridge Road	08-20-410-049	11
944 Rockbridge Road	08-20-410-050	12
917 Turnbridge Circle	08-20-417-009	13
913 Turnbridge Circle	08-20-417-008	14
909 Turnbridge Circle	08-20-417-007	15
905 Turnbridge Circle	08-20-417-006	16
901 Turnbridge Circle	08-20-417-005	17
897 Turnbridge Circle	08-20-417-004	18
893 Turnbridge Circle	08-20-417-003	19
889 Turnbridge Circle	08-20-417-002	20
885 Turnbridge Circle	08-20-417-001	21
881 Turnbridge Circle	08-20-213-011	22
877 Turnbridge Circle	08-20-213-010	23
873 Turnbridge Circle	08-20-213-013	24
869 Turnbridge Circle	08-20-213-012	25
865 Turnbridge Circle	08-20-213-007	26
861 Turnbridge Circle	08-20-213-006	27
857 Turnbridge Circle	08-20-213-005	28
853 Turnbridge Circle	08-20-213-004	29
849 Turnbridge Circle	08-20-213-003	30
845 Ashfield Road	08-20-213-002	31
Common Area near Ashfield Road	08-20-213-001	32 (vacant land)
841 Turnbridge Circle	08-20-212-001	33
837 Turnbridge Circle	08-20-415-001	34
833 Turnbridge Circle	08-20-415-002	35
829 Turnbridge Circle	08-20-415-003	36
825 Turnbridge Circle	08-20-415-004	37
821 Turnbridge Circle	08-20-415-005	38
817 Turnbridge Circle	08-20-415-006	39
Common Area near Turnbridge Circle	08-20-415-007	40 (vacant land)
909 Rockbridge Road	08-20-416-015	41
804 Turnbridge Circle	08-20-416-014	42
808 Turnbridge Circle	08-20-416-013	43
812 Turnbridge Circle	08-20-416-012	44
816 Turnbridge Circle	08-20-416-011	45

Address	PIN	Lot#
820 Turnbridge Circle	08-20-416-010	46
824 Turnbridge Circle	08-20-416-009	47
1300 Margate Court	08-20-416-008	48
1304 Margate Court	08-20-416-007	49
1308 Margate Court	08-20-416-006	50
1312 Margate Court	08-20-416-005	51
1315 Margate Court	08-20-416-004	52
1309 Margate Court	08-20-416-003	53
1305 Margate Court	08-20-416-002	54
1301 Margate Court	08-20-416-001	55
844 Turnbridge Circle	08-20-214-001	56
852 Turnbridge Circle	08-20-214-002	57
856 Turnbridge Circle	08-20-214-003	58
860 Turnbridge Circle	08-20-214-004	59
864 Turnbridge Circle	08-20-214-005	60
880 Turnbridge Circle	08-20-416-037	61
884 Turnbridge Circle	08-20-416-036	62
888 Turnbridge Circle	08-20-416-035	63
892 Turnbridge Circle	08-20-416-034	64
896 Turnbridge Circle	08-20-416-033	65
900 Turnbridge Circle	08-20-416-032	66
904 Turnbridge Circle	08-20-416-031	67
908 Turnbridge Circle	08-20-416-030	68
912 Turnbridge Circle	08-20-416-029	69
916 Turnbridge Circle	08-20-416-028	70
925 Rockbridge Road	08-20-416-027	71
817 Ramsgate Court	08-20-416-026	72
813 Ramsgate Court	08-20-416-025	73
809 Ramsgate Court	08-20-416-024	74
805 Ramsgate Court	08-20-416-023	75
801 Ramsgate Court	08-20-416-022	76
800 Ramsgate Court	08-20-416-021	77
804 Ramsgate Court	08-20-416-020	78
808 Ramsgate Court	08-20-416-019	79
812 Ramsgate Court	08-20-416-018	80
816 Ramsgate Court	08-20-416-017	81
919 Rockbridge Road	08-20-416-016	82

All addresses in Naperville, IL 60540