

AN ORDINANCE APPROVING FINAL
PLANNED UNIT DEVELOPMENT

WHEREAS, the parcel of land here involved was previously approved by the Urbana City Council under the name of Phases II and III of the Sunnycrest Planned Unit Development in 1977, and

WHEREAS, the Urbana City Council expressly approved the procedure utilized herein to combine the preliminary and final P.U.D. approvals, and

WHEREAS, the Urbana Plan Commission under, Case #1224-SU-86, has recommended approval of the "Enclave" Planned Unit Development based upon the following findings:

1. The proposed development is in conformance with Urbana's Official 1982 Comprehensive Plan Map. Further, applicable Goals, Objectives and Policies in the Plan, particularly those on Residential Development in staff's opinion weigh in favor of this request.

2. The proposed development substantially meets the Special Use Criteria and P.U.D. review criteria in that:

A. The proposed use is conducive to the public convenience at its location in that it will provide new housing stock in an area where existing city utilities and services are of adequate capacity to support the development. The site is in close proximity to commercial and other service uses.

B. The proposed development is designed, located and proposed to be operated in a manner that will not subject adjacent property owners to any undue nuisances. The creation and perpetuation of a homeowner's association will assure maintenance of buildings, grounds and utility systems.

C. The proposed development conforms to the applicable regulations and standards the P.U.D. and Special Use requirements to serve and protect the character of district and surrounding land use in the following ways:

a. The proposed use, being residential, is compatible with surrounding uses.

b. The intensity of the development will not impose any unreasonable adverse impact to surrounding uses. Sensitivity has been given to site development, particularly around the perimeter and the need for a through street design.

c. While no active recreational uses have been assigned within the development, the generous area in common space does lend it usable for active recreation not requiring permanent physical improvements.

d. The amended landscaping plan would appear to adequately screen the perimeter of the site.

e. Ingress and egress to the site provides for adequate police and fire protection and emergency servicing needs.

f. Buildings are located on the site in a manner which clearly insures adequate light and air.

g. The development is to be constructed to meet all City codes and Ordinances, particularly those of Subdivision and building services.

IT IS THEREFORE ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, that:

Section 1. Phases II and III of the Sunnycrest Planned Unit Development approved by the Urbana City Council in 1977 (Ord. No. 7778-25) are hereby vacated and declared and held for naught following passage and approval of this Ordinance.

Section 2. The Enclave Planned Unit Development as described herein is approved.

Section 3. In accordance with Section VII-5B., 5. of the Urbana Zoning Ordinance, the uses which are to be permitted by right within the P.U.D. are limited to Dwelling, Multiple Family.

Section 4. For purposes of this Ordinance, documents to be recorded shall include this Ordinance and the following documents attached hereto and made a part hereof:

Exhibit "A" - The Enclave Plan Sheets (consisting of thirteen (13) individual sheets, and Addendum A-1, Northeast exit and landscape screen).

Exhibit "B" - The Enclave Plat of Lot A (one sheet).

Exhibit "C" - Declaration of covenants, conditions and restrictions of The Enclave.

Exhibit "D" - Champaign County Clerk's Certificate (one sheet).

Section 5. All physical improvements to the real estate as identified in Exhibit "A" shall be improved according to said plans. Further, that the location of buildings and unit lots, consecutively numbered one (1) through sixty-one (61) on Exhibit "B", represent the Final Plat for purposes of ultimately determining the location of each building site and the creation of commons.

Section 6. That all improvements to the real estate installed pursuant to this Ordinance shall meet all applicable, then current, City Codes and Ordinances of the City of Urbana, except where expressly waived by this Ordinance.

Section 7. At anytime during construction of any improvements authorized by this Ordinance, the owner(s) agree to permit City of Urbana employees reasonable opportunity to inspect any improvements for purposes of assurance that such improvements comply with all applicable Codes and Ordinances of the City of Urbana.

Section 8. That building architecture, floor plans and elevations made part of the Urbana Plan Commission Case #1224-SU-86 be substantially complied with for all building and individual dwelling unit construction.

Section 9. Street lights required to be placed in accord with Exhibit "A", Sheet 6, shall be single pole stands to be erected at a height between fourteen feet six inches (14' 6") and fifteen feet six inches (15' 6") measured from the top of the nearest adjacent street side curb to the highest point of the light. Such lights shall utilize a down light type head, for which the lowest portion of the lamp not to be any closer than fourteen feet (14') measured from the top of the nearest adjacent street side curb.

Section 10. (a) That a stop sign is to be placed at each end of Enclave Trace at a point near the intersection of said street and Colorado Avenue and Cottage Grove. The installation of such signs are subject to the approval of the City Engineer.

(b) That one-way/no entrance signs, or similar such signs, shall be placed at the intersection of Enclave Trace and Cottage Grove. These signs are to face Cottage Grove and the installation of the signs are subject to the approval of the City Engineer.

(c) That fifteen (15) mile-per-hour traffic speed control signs shall be posted (1) each opposite street traveling lane, the locations which are subject to the approval of the City Engineer.

Section 11. In the event any plant material to be placed or preserved as part of the development dies, such plant material shall be replaced with the same or similar species. However, where species of vegetation are to be planted in accord with Exhibit "A", Sheets 11, 12 and Addendum A-1; in the event any of these species die, then it shall be replaced with the same species, the size in accord with that expressed in said Exhibit "A".

Section 12. That this Planned Unit Development consisting of two (2) phases, is approved in its entirety, however, subject to the following:

(a) That Phase II-A shown in Exhibit "A", Sheet 13, be first constructed and completed in its entirety prior to construction of any building, street or off-street parking areas in Phase II-B improvements. Such improvements shall include but not be limited to buildings, streets, street lights, fire hydrants, sidewalks, off-street parking spaces, landscaping, water lines, storm and sanitary sewer systems. All such improvements shall be completed and accepted by the City by November 1, 1986.

(b) Following completion of Phase II-A, then Phase II-B as shown in Exhibit "A", Sheet 13 may commence to be constructed. Such improvements shall include but not be limited to buildings, streets, off-street parking spaces, street lights, water lines, fire hydrants, sidewalks, landscaping, fencing and storm and sanitary sewer systems. All such improvements shall be completed and accepted by the City by November 1, 1987.

(c) The City Zoning Administrator may permit the issuance of Building Permits in advance of completion of any other improvements within a Phase of development. However, Occupancy Permits may be issued for the occupancy of a completed structure only if the required number of off-street parking spaces (two (2) per dwelling unit) and sidewalks for each building to serve adjacent parking have been approved, then inspected and accepted by the City Engineer; all yet in conformance with Section VII-5,E.,2., Permits, of the Urbana Zoning Ordinance.

Section 13. Following the completion of all required improvements for each phase of development, the owner(s) engineer shall certify in writing to the City Engineer an acceptance that all improvements meet the standards governed by the P.U.D. plans and other applicable Codes and Ordinances of the City.

Section 14. Waivers. (a) Table VII-2, P.U.D. Standards, of the Urbana Zoning Ordinance, requiring that a minimum of fifteen percent (15%) of the minimum required common open space to be dedicated to active recreational use is waived.

(b) Figure #4 of Article VIII, Parking and Access, of the Urbana Zoning Ordinance requiring an off-street parking space to have a bay depth of twenty feet (20') is waived by this Ordinance. However, all off-street parking spaces as required by Exhibit "A" shall have a minimum bay depth of eighteen feet (18').

This Ordinance shall be in full force and effect from and after its passage and publication in accordance with the terms of Section 1-2-4 of the Illinois Municipal Code.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of a majority of the Members of the City Council of

the City of Urbana, Illinois, at a regular meeting of said Council on the

2nd day of June, 1986.

PASSED by the City Council on this 2nd day of June, 1986.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 5th day of June, 1986.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

CERTIFICATE OF PUBLICATION

I, Ruth S. Brookens, City Clerk, City of Urbana, Illinois, do herewith certify that I caused the above Ordinance to be duly published in the News-Gazette on the 11th day of June, 1986, and a Certificate of Publication is attached hereto.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

85-86-89

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10.00
2.00
12.00

CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Ruth S. Brookens, City Clerk of the City of Urbana, Illinois, and keeper of the records, files and seal of said City, do hereby certify that the foregoing is a true and exact copy of an ordinance entitled "An Ordinance Approving Final Planned Unit Development" adopted by the City Council of the City of Urbana, Illinois on the 2nd day of June, A.D. 1986, as appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 19th day of February, A.D. 1987.

Ruth S. Brookens
Ruth S. Brookens, City Clerk



DOC #
87R 3674

CHAMPAIGN COUNTY, ILL
BOOK **1506** PAGE **490**

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Ruth S. Brookens

RECORDER

INDEXED

CERTIFICATE OF PUBLICATION IN The News-Gazette

ORDINANCE NO. 8586-89

AN ORDINANCE APPROVING FINAL PLANNED UNIT DEVELOPMENT

WHEREAS, the parcel of land here involved was previously approved by the Urbana City Council under the name of Phase II and III of the Sunnycroft Planned Unit Development in 1977, and

WHEREAS, the Urbana City Council expressly approved the procedure utilized herein to combine the preliminary and final P.U.D. approvals, and

WHEREAS, the Urbana Plan Commission under Case #1224-SU-86, has recommended approval of the "Enclave" Planned Unit Development based upon the following findings:

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 - A. The proposed use is conducive to the public convenience at its location in that it will provide new housing stock in an area where existing city utilities and services are of adequate capacity to support the development. The site is in close proximity to commercial and other service uses.
 - B. The proposed development is designed, located and proposed to be operated in a manner that will

The undersigned, THE CHAMPAIGN NEWS-GAZETTE, INCORPORATED, by M S Deuca, its controller, does hereby certify that said Corporation is the publisher of The News-Gazette and that the same is a daily secular newspaper of general circulation published in Champaign, Champaign County, Illinois, and which said newspaper had been regularly published for more than six months prior to the first publication of the annexed notice; said publisher further certifies that the annexed notice was published once each week for _____ consecutive weeks in said newspaper, namely on the following dates:

_____ , A. D. 19 86

_____ , A. D. 19

_____ , A. D. 19

_____ , A. D. 19

_____ , A. D. 19

Said publisher further certifies that the date of the first paper containing the said notice was on the first date hereinabove set forth, and that the date of the last paper containing the said notice was on the last date hereinabove set forth.

The Champaign News-Gazette, Incorporated

By [Signature] Controller
PUBLISHER OF THE NEWS-GAZETTE

Publisher's fee \$ 151.62

PD 6/13/86
PD# 23212

CITY OF URBANA, ILL.
RECEIVED
JUN 13 1986
CITY CLERK'S OFFICE

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8586-89 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

December 17, 1986
Date



THE ENCLAVE

Developed by Condominium Communities, Inc.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE ENCLAVE

THIS DECLARATION, made on the date hereinafter set forth by Condominium Communities, Inc., hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Champaign County, Illinois, which is more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof, and known as "The Enclave."

NOW, THEREFORE, Declarant hereby declares that all of the properties described on Exhibit "A" as "The Enclave" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the properties, and which shall run with, the real property described on Exhibit "A" known as "The Enclave," and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. NAME

This planned unit development shall be known and designated as The Enclave, a subdivision located in Champaign County, Illinois.

2. DEFINITIONS

2.1. "Association" shall mean and refer to The Enclave Homeowners Association, Inc., an Illinois not-for-profit corporation to be formed or its successors and assigns.

2.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, as defined in Section 6 of this Article, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation such as mortgagees.

2.3. "Properties" shall mean and refer to the real estate described on Exhibit "A" and also referred to as Phase II on the Sunnycrest Pud Plat and such additions hereto as may hereafter be brought within the jurisdiction of the Association pursuant to the terms hereof.

2.4. Plat shall mean and refer to the planned unit development plat or plats of the Properties recorded in the Office of the Recorder of Champaign County, Illinois, as the same may be hereafter amended or supplemented.

2.5. Driveway Easements shall mean and refer to the surface easements for ingress and egress appurtenant to the Lots.

2.6. Lot and/or Unit Lot shall mean and refer to any parcel of land shown upon the Plat as recorded for The Enclave, a planned unit development, to define specific lot lines. Unit Lot shall be further construed to mean the area within the limit of the property lines as shown on said Plat as Typical Unit Lots and represented by Units numbered 1 through 61 inclusive. Unit Lot shall mean and refer to the real property conveyed in connection with each dwelling unit.

2.7. Building shall mean and refer to any multifamily dwelling unit that may be constructed on more than one Lot.

2.8. Declarant shall mean and refer to Condominium Communities, Inc., their successors and assigns as a declarant.

2.9. Board of Directors shall mean and refer to the Board of Directors of the Association.

2.10. Roadway shall mean and refer to the paved vehicular areas constructed on the Properties.

2.11. Commons or Common Area shall mean all real property owned by the Association for the common use and enjoyment of Lot Owners and as so designated on The Enclave plat as recorded in the Office of the Recorder of Champaign County, Illinois, less numbered Lots and names, public dedicated streets, if any. Commons shall further mean and refer to all of the area within Lot A except the numbered and identified unit lots and shall be for the common use and enjoyment of unit lot owners.

2.12. Votes of Membership. Whenever a vote of membership of the Association is called for herein, such vote shall be the vote of the majority of the members present at a meeting at which the quorum requirements are met.

2.13. Definition of Lot A. Lot A shall be construed to mean the area within the limits of the real property described on the Plat.

3. LOTS

3.1. Number of Lots. This planned unit development shall consist of 61 lots numbered 1, 2, 3, and 4 through 61 inclusive.

3.2. Land Use. All Lots shall be used exclusively for residential purposes and not more than two persons shall occupy a bedroom within a single unit, and no unit shall be occupied in violation of the Urbana Zoning Ordinance.

4. ACCESS RIGHTS OF ASSOCIATION

Certain utility lines, sewer, and other facilities and other improvements located on one Lot may serve other Lots. The Association and any member thereof whose enjoyment of the use and occupancy of his Lot is affected thereby shall have an easement thereto and shall have the right, at reasonable times and at any time in case of emergency, to go upon any other Lot for the purpose of maintaining or causing to be maintained or repaired any utility lines, sewer or other facilities which serve more than one Lot.

If any owner shall fail to adequately maintain the open area included within his Lot, the Association upon the giving of ten (10) days written notice to such owner, shall have the right to enter upon such open area and do any necessary maintenance thereon. The cost of such maintenance shall be a special assessment against such Lot and the owner thereof.

The Association shall have any easement for access to all Lots for ingress and egress as reasonably required by its offices, directors, employees, and their agents and independent contractors, in order to perform its obligations and duties as set forth in this Declaration. These easements are also reserved for the benefit of Declarant so long as Declarant owns any Lot.

5. ASSOCIATION, MEMBERSHIP, VOTING RIGHTS AND PROPERTY RIGHTS

5.1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Every owner shall have a right and easement of enjoyment of the Commons, subject to the provisions of this Declaration, which shall pass with the title to every lot, subject to the right of the Association, with the prior approval of a 2/3 vote of each class of membership, to dedicate or transfer all or any part of the Commons to any public agency, authority or utility for such purposes and conditions as may be agreed to by the members.

membership:

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

shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of either of the following events:

5.2.1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

5.2.2. On January 1, 1989.

5.3. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association. When any action is required to be taken by the Association herein, it shall be taken by the Board of Directors of the Association, or the officers thereof, acting for the Association.

6. COVENANT FOR MAINTENANCE ASSESSMENTS

6.1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges; (2) special assessments for capital improvements and operating deficits; and (3) special assessments as provided in Article 4 and Article 9; such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property or Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but the lien therefore shall remain until foreclosed or released.

6.2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety, and welfare of the residents in the Properties and for the improvements, maintenance of the Properties and for other purposes as provided herein.

6.3. Maximum Monthly Assessments.

6.3.1. Until January 1, 1987, the maximum and monthly assessment on any Lot shall be _____ and _____ Dollars per Lot, except that if a Lot is undeveloped or construction of the residential unit thereon is incomplete and no certificate of occupancy or its equivalent has been issued for such Lot, there shall be no assessment.

6.3.2. From and after January 1, 1987, the maximum monthly assessment may be increased each calendar year not more than five percent (5%) above the maximum assessment for the previous year or the annual increase in the Consumer Price Index, whichever is larger; any larger increase shall require the approval of a two-thirds (2/3) vote of each class of membership.

6.4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association may from time to time incur, provided that any such assessment shall have the assent of a two-thirds (2/3) vote of each class of membership who are voting in person or by proxy at a meeting duly called for this purpose.

6.5. Notice and Quorum for any Action Authorized Under Sections 6.3 and 6.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.3 and 6.4 shall be delivered to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Notice may be hand delivered to members by leaving the notice at each Lot.

6.6. Uniform Rate of Assessment. Both monthly and special assessments for capital improvements and operating deficits must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

6.7. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessment provided for herein shall commence for each Lot, when that Lot has been deeded Declarant, to the end buyer. Any Lots which are still owned by the Declarant and have not been granted a certificate of occupancy by the City of Urbana shall not be subject to monthly assessments. Any lots which may be rented or retained by the Declarant for display or other purposes are subject of the payment of the monthly assessment in full. Any Lots which have been granted a certificate of occupancy and are still owned by the Declarant but are not occupied, will be subject to the payment of 1/2 of the monthly assessment. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every owner subject thereto. The due dates for all assessments

shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

6.8. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment (or monthly installment of such assessment, if applicable) is not paid on the date when due (pursuant to Section 6.7 hereof), then the entire unpaid assessment shall be delinquent and shall become, together with such interest thereon and cost of collection thereof as hereinafter provided, a continuing lien on such Lot, binding upon the then owner, his heirs, devisees, successors and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate which is two percent (2%) over the average prime rate charged by The First National Bank of Champaign, The Champaign National Bank of Champaign; and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

6.9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or of a second mortgage when the proceeds are applied to purchase a Lot. Sale or transfer of any Lot, other than a foreclosure sale, shall not affect the assessment lien. No sale or transfer other than a foreclosure sale, shall relieve such Lot from liability for any assessments then due, becoming due or from the lien thereof.

7. DECLARANT'S RIGHTS

7. Use of Property. Declarant reserves the right to use any of the Lots as models and to sell, assign or conduct other businesses in connection with the construction and development of the project from any of such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not

limited to, the right to maintain a model, erect signs, maintain an office, staff the office with employees, and to show Lots then unsold. Declarant retains the right to be considered an owner of any Lot that remains unsold. Declarant also reserves the right to make changes in the location or manner of construction of buildings and other improvements, subject to any applicable requirements of the City of Urbana Zoning Ordinance.

8. MAINTENANCE

8.1. Maintenance by Owners.

8.1.1. Interior. The owner of each Lot shall furnish and be responsible for, at his own expense, all maintenance, repairs, decorating and replacements within his residence, including the heating and air conditioning system and any partitions and interior walls. He further shall be responsible for the maintenance, repair and replacement of all windows in his residence and also the doors leading into the residence, and any and all other maintenance, repair, and replacements of the improvements on his Lot unless otherwise provided herein. The owner of each Lot shall take the trash, garbage and refuse to the area designated for refuse collection and not allow such to accumulate on or about any Lot or Common Area.

8.1.2. Equipment, Facilities and Fixtures. To the extent that equipment, facilities and fixtures within any Lot shall be connected to similar equipment, facilities or fixtures affecting or serving other Lots, then the use thereof by the owner of such Lot shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors or the manager or managing agent for the Association shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to any equipment, facilities or fixtures affecting or serving other Lots.

8.2. Maintenance of Roadway and Driveway Easements. The Association shall be responsible for the maintenance, repair, and repaving of all drives, parking aisles, parking areas, curbs, paved mailbox pickup areas, paved refuse collection areas, pedestrian walkway, sidewalk constructed within or upon right-of-way of adjacent streets and drainage conduits where they are not the responsibility of the public authorities.

8.3. Exterior Maintenance Obligations of Association with Respect to Lots. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, exterior walls, luminaires and other exterior improvements. (Such exterior maintenance shall not include glass surfaces, screens and screen doors, exterior door and window fixtures and other hardware and patios.) The Association

shall also maintain the sanitary sewer service lines from the lateral sewer to each lot.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, as determined by the Board of Directors of the Association, and not covered or paid for by insurance on such Lots, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

9. INSURANCE

9.1. Casualty Insurance. The Association shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Properties in an amount consonant with the full replacement value of the improvements excluding all floor, ceiling and wall covering and fixtures, betterments and improvements installed by any owner and excluding any personal property owned by any owner whether located on a Lot or elsewhere. If the Association can obtain such coverage for reasonable amounts it shall also obtain "all risk" coverage. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Association, it may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the monthly maintenance assessment for each Lot. Such insurance coverage shall be for the benefit of each owner, and, if applicable, the Mortgagee of each owner.

The proceeds of the casualty insurance shall be payable to the Association and the applicable mortgage lien holders.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted.

9.2. Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of

the foregoing, all Owners and all other persons entitled to occupy any Lot.

The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross-liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each other, the Association, its Board of Directors and any managing agent acting on behalf of the Association. Each owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Association.

9.3. Monthly Assessment for Insurance. The premiums of all such insurance herein described shall be paid by the Association and the pro rata cost thereof shall be assessed on a monthly basis to be included in the monthly assessment provided for under the terms and provisions of Article 6. Each owner shall prepay the Association at the time his Lot is conveyed to such owner an amount equal to thirteen (13) monthly insurance assessments as estimated by the Association and shall maintain such prepayment account at all times. The Association shall hold such funds in escrow for the payment for the purchase of insurance as herein provided; provided further that such funds may be used for the prepayment of insurance premiums. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

9.4. Distribution to Mortgagee. In no event shall any distribution of proceeds be made by the Board of Directors directly to an owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the owner and the Mortgagee jointly.

9.5. Additional Insurance. Each owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his personal property, the contents of his residence (including, but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him) and his personal property stored elsewhere on the Properties, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association. Each owner may obtain casualty insurance at his own expense upon his Lot, but such insurance shall provide that it shall be

without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable in the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an owner under this paragraph, the owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

9.6. Casualty and Restoration. Damage to or destruction of any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose.

For the purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the Building or Buildings to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same type of architecture.

9.7. Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Building or Buildings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) at the discretion of the Association shall be paid by the Association which shall then have the right to levy a special assessment against all Lots for such deficiency, subject to the approval required by Sections 6.4 and 6.5.

9.8. Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction of repair of the damage has been fully completed and all cost paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Properties, or, in the discretion of the Board of Directors, may be distributed to the Owners of the Buildings affected and their Mortgagees who are the beneficial Owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another owner for committing willful or malicious damage.

10. EASEMENTS

10.1. Utility and Drainage. Utility and Drainage easements are expressly reserved as shown on the face of The Enclave Plat which easements are reserved for public utilities, not including transportation companies, for the installation and maintenance of main, sewers, drains, ducts, lines, wires and the like.

All public utilities serving the Properties and all municipal corporations providing drainage and sanitary services or other entitlements providing cablevision service are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace conduits, cables, pipes, wires and other equipment into, over, under, along and on any portion of the Commons Area for the purpose of providing the Properties with utility, drainage and sanitary services for cablevision service together with a reasonable right of ingress and egress from the properties for said purpose. The Homeowners Association Board may hereafter grant other or additional easements for utility purposes for the benefit of the Properties over, under, along and on any portion of said common area and each lot owner hereby grants to the Board an irrevocable power of attorney to execute, acknowledge, and record or register for an in the name of such unit owner such instruments as may be necessary or appropriate to effectuate the foregoing.

Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components or cablevision lines running through the walls of a unit, whether or not such walls lie in whole or in part within the lot boundaries.

10.2. Subordination. The Owners of Lots shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created. No permanent structure of any kind and no part thereof, including fences, shall be built, erected or maintained on said drainage, utility and sewer easements except walkways and pavings on the Driveway Easements.

10.3. Term. All easements and rights described herein are easements appurtenant running with the land perpetually in full force and effect and at all times shall inure to the benefit of and be binding upon the undersigned, its successors and assigns and any owner, purchaser, mortgagee and other persons having an interest in said land or any portion thereof.

10.4. Roadway and Driveway Easements. Roadway and Driveway Easements as specified in Article 2, Section 5, and Article 2, Section 10, are hereby reserved for the common use and enjoyment of the Owners of the Lot or Lots appurtenant thereto, their families and invitees. Such Roadway and Driveway Easements shall not be used for parking of trucks or other commercial vehicles, except temporarily or incidentally for the making of pickups and deliveries to neighboring Lots. No boats, campers, trailers, velocipedes, bicycles, toys, inoperative vehicles, vehicles under repair or other private property shall be allowed to obstruct any Roadway or Driveway Easement, nor shall the same be stored in the open alongside building walls or other locations of public view. Cars, trucks and other vehicles shall not be parked on the paved portion of any Roadway or Driveway Easements so as to impede access from or to any Lot or public street and except in areas designated for parking by the

Association. No fence, barrier or other obstruction of any kind shall ever be placed upon any Roadway or Driveway Easement so as to block or impede access upon such easement. The Association may assign parking places to the owner of each Lot. Such parking spaces shall be properly paved and appurtenant to a Driveway Easement. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking space, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area.

The Association may construct additional parking areas (to be properly surfaced) (subject to any necessary governmental or utility approvals) or upon any other Lot or Lots with the consent of the owner thereof and provide access to a Driveway Easement or a Roadway. The Association shall be responsible for the maintenance and repair of any parking areas constructed by Declarant or the Association. All Owners shall have nonexclusive rights to any additional parking areas established by the Association subject to any reasonable and nondiscriminatory rules and regulations enacted by the Association.

10.5. Easement for Emergency Purposes. An easement is hereby granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private, over and upon the Roadway and Driveway Easements and, to the extent necessary or appropriate, upon any Lot.

11. PARTY WALLS

11.1. Illinois Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing lines between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the Illinois rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

11.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party shall be shared by the Owners who make use of the party wall, except to the extent covered by insurance proceeds.

11.3. Destruction by Fire or Other Casualty. Subject to the provisions of Articles 8 and 9 hereof, if a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

11.4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

11.5. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

12. ARCHITECTURAL CONTROL

Except for original construction by Declarant or a builder, no out-building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, other than by the Board of Directors, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefore as above provided.

The Owner or his Agent shall submit to the Board of Directors, or an Architectural Committee, designated by the Board three (3) sets of the written plans and specifications involved in the proposed construction and the Board or its designated representative shall have a period of thirty days from the written submission thereof to object to or reject said plans. Any such objections or rejections shall be placed in writing. If the Board or its designated representative does not respond within thirty (30) days of the submission by the Owner, it shall be presumed that the Board or its designated Representative has approved the plans.

13. SIGNS, PETS AND HOME OCCUPATIONS

13.1. Signs. No advertising signs of any kind (other than interior window signs) shall be displayed on any Lot without the prior written approval of the Board of Directors of the Association. Further, no signs of any nature, kind or description shall be erected, placed or maintained on any Lot which identify, advertise or in any way describe the existence or conduct of a home occupation.

13.2. Home Occupations. No home occupation shall be conducted or maintained on any Lot other than one which is incidental to a

business, profession or occupation of the owner or occupant of any such Lot and which is generally or regularly conducted in another location away from such Lot and which does not create a nuisance or interfere with the residential nature of the subdivision.

13.3. Advertising During Construction and Sales Period. Nothing contained herein shall be construed or interpreted to affect the activities of Declarant or builder in the sale of Lots or single-family dwellings as a part of the development of this Subdivision.

13.4. Pets. Only common household pets may be kept by any Owner. No large pets may be kept, nor shall any pet cause any nuisance or interfere with the peace, safety or comfort of any other Owner. The Association may adopt rules concerning pets for protection of the general health, safety and welfare of all Owners.

14. ENCROACHMENTS AND EASEMENTS FOR BUILDINGS

In the event that, by reason of the construction, settlement, or shifting of the building, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or the commons area, or any ducts or conduits serving more than one unit encroach or shall hereafter encroach upon any part of any unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit the owner thereof and the common elements as the case may be so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of said owner or owners.

Each owner shall have an easement in common with each other owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in or on any other Lot and serving his Lot.

15. GENERAL PROVISIONS

15.1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, the Association, the persons in ownership from time to time of the Lots and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Illinois law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions

contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

15.2. Amendment. This Declaration may be amended or changed at any time within ten (10) years following the date of recordation by an instrument recorded in the Office of the Recorder of Champaign County, Illinois, signed by at least a seventy-five percent (75%) plurality of the then Owners and thereafter by a similar recorded instrument signed by at least seventy-five percent (75%) of such Owners; provided, however, none of the rights of Declarant reserved hereunder may be amended without Declarant's prior written approval and Section 8.3 dealing with sanitary sewer maintenance cannot be changed without written permission of Urbana-Champaign Sanitary District. This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date of recordation in the Office of the Recorder of Champaign County, Illinois, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten-year period it is amended or changed in whole or in part as hereinabove provided. Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions hereof, but the same shall remain in full force and effect.

15.3. HUD Approval. As long as there is a Class B membership of the Homeowners Association, the following actions will require the prior approval of the Department of Housing and Urban Development: annexation of additional properties; dedicated of common area (if any); and amendment of this Declaration.

15.4. No Amendments. No Amendments may be made to this Declaration that may be in violation of any City of Urbana Code of Ordinance.

16. PROFESSIONAL MANAGEMENT

16.1. Requirement for Professional Management. The Common Areas shall at all times be managed by a qualified professional management service or agency. For the purposes of this Article, the Declarant is deemed to be a qualified professional management service. Said professional management service shall perform its duties under contract with the Association, provided that any such contract shall not exceed One (1) year and may be renewable by agreement of the parties for successive One (1) year periods. Such contract must contain a provision for termination by the Association of the services of the professional management service for cause upon Thirty (30) days written notice thereof. The right of the Declarant pursuant to this Section shall not inure to the successors or assigns of the original Declarant, Condominium Communities, Inc.

16.2. Duties. Any professional management service shall be responsible for the management and maintenance of the Common Areas

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Harry A. Meshberger personally known to me to be the Secretary-Treasurer of the Corporation, and _____ personally known to me to be the _____ of said corporation, and personally known to me to be the same persons whose names and subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Secretary-Treasurer and _____ they signed and delivered the said instrument as Secretary-Treasurer and _____ of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of May, 1986.



Virbi L. Smith
Notary Public

Commission Expires: 11/18/89

CODE OF BY-LAWS OF
THE ENCLAVE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These By-Laws are adopted simultaneously with the execution of a certain Declaration as described in Exhibit ``A`` to which these By-Laws are attached and made a part thereof. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to Article I of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association.

Section 1.02. Individual Application. All of the Co-owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy a lot or any part of the Property, shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration and these By-laws.

ARTICLE II

Meetings of Association

Section 2.01. Purpose of Meetings. At least annually and at such other times as may be necessary, the meetings of the Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of Common Expenses and assessments, and for such other purposes as may be required by the Declaration and these By-Laws.

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the third Tuesday of January in each calendar year. At the annual meeting the Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

(a) Conduct of Meeting. The Chairman of the meeting shall be the President of the Association. He shall call the meeting to order at the duly designated time and business will be conducted in the following order:

1. Reading of Minutes.

The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.

2. Treasurer's Report.

The Treasurer shall report to the Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

3. Budget.

The proposed budget for the current calendar year shall be presented to the owners for approval or amendment.

4. Election of Board of Directors.

Nominations for the Board of Directors may be made by any Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the date of the annual meeting. Voting for Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. All voting for election of the members of the Board of Directors shall be conducted by secret written ballot.

5. Other Business.

Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by the Chairman or by a majority of the vote.

6. Adjournment.

Section 2.03. Special Meetings. A special meeting of the members of the Association may be called by the President by resolution of the Board of Directors or upon a written petition of the Owners who have not less than twenty-five percent (25%) of the Class A membership votes. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.04. Notice and Place of Meetings. All meetings of the members of the Association shall be held at any suitable place in Champagne, _____ County, Illinois, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner and, if applicable, to any Mortgagee not less than ten (10) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at their address as it appears upon the records of the Association and to the Mortgagee at the address as it appears on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by the By-Laws, a substitute annual meeting may be called in accordance with the provisions of Section 2.04 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 2.06. Voting.

(a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to the vote to which the Owner is entitled as provided in the Declaration.

For the purposes of the conducting of meetings and voting at meetings, the Declarant shall be considered included within the term "Owner" for the purposes of these By-Laws. Voting rights shall be determined in accordance with the Declaration as follows:

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

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. Provided, however, that such conversion of Class B membership must, in any event, take place on or before January 1, 1989.

(b) Multiple Owner. Where the Owner of a Lot constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to all the vote allocable to that Lot. In the event the Owners of one lot cannot agree on how a vote shall be

cast, they shall forfeit their voting right on such issue as fractional voting shall not be permitted. At the time of acquisition of title to a Lot by a multiple Owner or a partnership, those persons constituting such Owner or the partners shall file with the Secretary of the Association a proxy appointing one of such persons or partners as the voting representative for such Lot, which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies, such appointment is rescinded by an order of a court of competent jurisdiction, or the subject Lot which forms the basis of the vote is conveyed. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.06, which shall not constitute a permanent relinquishment of his right to act as voting representative for the Lot.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the Board of Directors of such corporation shall cast the vote to which the corporation is entitled. A mortgagee may not be entitled to vote unless the mortgagee has become an Owner of any Lot.

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Association prior to the commencement of the meeting.

(e) Quorum. Except as otherwise expressly provided in the Declaration or these By-Laws, the Owners representing ten percent (10%) of each class of membership, taken together, shall constitute a quorum at all meetings. The term majority of Owners or majority of vote, as used in these By-Laws, shall mean the Owners entitled to not less than fifty-one percent (51%) of the votes in accordance with the Declaration, as such may be amended from time to time.

ARTICLE III

Board of Directors

Section 3.01. The affairs of the Association and The Enclave shall be governed and managed by the Board of Directors (herein collectively called ``Board`` or ``Directors`` and individually called ``Director``). The Board of Directors shall be composed of four persons. No person shall be eligible to serve as a Director unless he is an Owner or is appointed by the Declarant. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be

eligible to serve on the Board of Directors, except that no single Lot may be represented on the Board of Directors by more than one person at a time.

Section 3.02. Board of Directors. Until the first annual meeting, the Board of Directors shall be Keith Rubeck, Ron Rubeck, Harry Meshberger and Michael O'Byrne, all of whom shall be appointed by the Declarant.

Section 3.03. Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Association. Directors shall hold office for a term of one (1) year or until their successors have been duly elected and qualified.

Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors or by vote of the Owners if a Director is removed in accordance with Section 3.04 of this Article III.

Section 3.04. Removal of Directors. A Director of Directors, except the initial Directors, may be removed with or without cause by vote of a majority of the vote at a special meeting of the Owners duly called and constituted. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified.

Section 3.06. Duties of the Board of Directors. The Board of Directors shall provide for the administration of The Enclave the maintenance and upkeep, including the maintenance and replacement of the equipment and improvements thereon of the Common Areas, and the collection and disbursement of the Common Expenses and assessments. These duties include, but are not limited to:

(a) protection and surveillance of the Common Areas and repair and replacement of the improvements thereof;

(b) procuring of utilities used in connection with The Enclave, removal of garbage and waste, and snow removal from the Common Areas;

(c) landscaping, painting, decorating and furnishing of the Common Areas, the exterior of the buildings, garages and walls;

(d) surfacing, paving and maintaining streets, parking areas and sidewalks, mailboxes, parking areas and refuse collection areas;

(e) assessment and collection from the Owners of the Owner's pro rata share of the Common Expenses and assessments;

(f) preparation of an annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;

(g) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the annual budget;

(h) keeping a current, accurate and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses and assessments; all records and vouchers shall be available for examination by an Owner at any time during normal business hours. All records and vouchers shall also be available for examination by the holder of any first mortgage lien on any unit or units at any time during normal business hours.

Section 3.07. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(a) to employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;

(b) to purchase for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

(c) to procure for the benefit of the Owners fire and extended coverage insurance covering the Buildings and the Property to the full replacement value thereof and to procure public liability and property damage insurance and Workmen's Compensation insurance, if necessary, for the benefit of the Owners and the Association;

(d) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of The Enclave;

(e) to include the costs of all of the above and foregoing as Common Expenses and assessments and to pay all of such costs therefrom;

(f) to consent to amendments to the Declaration as therein provided;

(g) to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation and enjoyment of the Property;

(h) to open and maintain a bank account or accounts in the name of the Association; and

(i) to perform such duties as are consistent with the Declaration.

Section 3.08. Limitation on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$5,000.00 without obtaining the prior approval of a majority of Owners, except in the following cases:

(a) contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

Section 3.09. Compensation. No Directors shall receive any compensation for any service rendered to the Association except to such extent as he may be reimbursed for actual expenses incurred in the performance of his duties.

Section 3.10. Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meeting.

Special meetings of the Board may be called by the President of any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and at such time within Champaign County, Illinois, as shall be designated in the notice.

Section 3.11. Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.12. Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a

meeting at which a quorum is present shall be the decision of the Board.

Section 3.13. Non-Liability of Directors. The Directors shall not be liable to the Association for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every contract made by the Board shall provide that the Board of Directors, in executing such contract, is acting as Agent for the Association and shall have no personal liability thereunder.

Section 3.14. Additional Indemnity of Directors. The Association shall indemnify any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding. No Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent of The Enclave or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 3.15. Bond. The Board of Directors shall require any or all officers and employees of the Association handling or responsible for Association funds to be covered by an adequate bond. The premiums on such bonds shall constitute a common expense.

Section 3.16. Informal Action of Directors. Action taken by a majority of the Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action is taken.

ARTICLE IV

Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Illinois, including but not limited to the power to appoint committees from among the Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice President. The Vice President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

Section 4.05. The Secretary. The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provision of these By-Laws.

Section 4.06. The Treasurer. The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial

condition of the Association and such other duties incident to the office of Treasurer. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association. He shall also delegate duties to the management.

Section 4.07. Assistant Officers. The Board of Directors may, from time to time, designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

Section 4.08. Compensation. No officer shall receive compensation from the Association for acting as such unless prospectively approved by a majority vote at any normal or special meeting.

ARTICLE V

Assessments

Section 5.01. Annual Accounting. Annually, after the close of each calendar year and prior to the date of the annual meeting of the Association, the Board shall cause to be prepared and furnished to each Owner an audited financial statement, which statement shall show all receipts and expenses received, incurred and paid during the preceding calendar year, and a copy of said audited financial statement shall be furnished to each holder of a first mortgage lien upon any unit or units.

Section 5.02. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses and assessment for the ensuing year and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the vote; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Section 5.03. Regular Assessments.

(a) The annual budget as adopted shall, based on the estimated case requirement for the Common Expenses and assessments in the ensuing year as set forth in said budget, contain a proposed assessment against each Lot. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Lot (herein called the "Regular Assessment"). The Regular Assessment against each lot shall be paid in equal monthly installments, commencing on the first day of February of such calendar year and on the first day of each calendar month thereafter through and including the following January 1. Payment of the monthly installments of the Regular Assessment shall be made to the Homeowners Association. The Regular Assessment for the year shall become a lien on each separate Unit as of February 1 of each calendar year.

(b) The Common Expenses shall include, but are not limited to, the following:

(1) the expenses, costs and charges incurred in connection with the administration, operations and management of the Association and Common Areas and Facilities;

(2) the cost of maintenance, repair, replacement and restoration of the Common Areas and Facilities, or any part thereof;

(3) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of the Declaration;

(4) such amounts as the Board of Directors may deem proper for the convenience, comfort and well being of the Unit Owners, and for the operation, management, and maintenance of the Property, including, without limitation, an amount for working capital of the Association, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year;

(5) such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all or less than all Unit Owners of any Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale;

(6) in proper cases, the cost of administration and of maintenance and repair of the Limited Common Areas and Facilities, if any, and

(7) any other expense lawfully agreed upon.

Section 5.04. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the

Owners, unless otherwise provided in these By-Laws or the Declaration, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become alien on each lot in a uniform manner (herein called ``Special Assessment``).

Section 5.05. Commencement of Assessments. The first annual budget and the Regular Assessment to be charged against each Lot pursuant thereto shall be determined by the Owners at the first annual meeting of the Association to be held on the third Tuesday in January, 1987. The monthly assessment provided for herein shall commence for each lot upon the conveyance of that lot by the Declarant to the end buyer. Any lots which are still owned by the Declarant and have not been granted a certificate of occupancy by the City of Urbana shall not be subject to monthly assessments. Any lots which may be rented or retained by the Declarant for display or other purposes are subject to the payment of the monthly assessment in full. Any lots which have been granted a certificate of occupancy and are still owned by the Declarant but are not occupied, will be subject to the payment of 1/2 of the monthly assessment.

Section 5.06. Failure of Owner to Pay Assessments. Each Owner shall be personally liable for the payment of all Regular, Interim and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular, Interim or Special Assessment when due, the lien for such Assessment on the Owner's Lot may be filed and foreclosed by the Board for and on behalf of the Association as provided by law. In any action to foreclose the lien for Assessments, the Owner and occupant shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular, Interim or Special Assessment. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular, Interim or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular, Interim or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Lot.

Section 5.07. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Lot, which, if neglected, would affect the value of the Property and is the responsibility of the Owner to make personally. Such maintenance and repairs include, but are not limited to, internal water lines, appliances, gas lines, telephones, air conditioning, doors, windows, lamps and all other accessories belonging to the Owner and appurtenant to the Lot.

The Association, in the performance of its maintenance duties, may, from time to time, make use of the external water outlets and faucets on the various units, provided, however, that the Association may do so only if it provides monitoring for the amount of water used and reimburses the Owner whose outlet or faucet is used for the amount of water consumed by the Association in the performance of its duties within 90 days from the date or dates of use.

ARTICLE VI
Restrictions on Use

Section 6.01. The following restrictions on the use and enjoyment of the Lot, Common Areas, and the Property shall be applicable to The Enclave and in addition to those set forth in the Declaration and recorded plats, and all applicable City of Urbana Codes and Ordinances. These are as follows:

- (a) All Lots shall be used exclusively for residential purposes.
- (b) No additional buildings shall be erected or located on the properties other than the buildings designated in the Declaration and shown on the plans.
- (c) Nothing shall be done or kept in any Lot or in the Common Areas which will cause an increase in the rate of insurance on any building or the contents thereof. No Owner shall permit anything to be done or kept in his Lot or in the Common Areas which will result in a cancellation of insurance on any building or contents thereof, or which would be in violation of any law or ordinance.
- (d) No waste shall be committed on the Lot or Common Areas.
- (e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of any building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other parts of any building without the prior consent of the Board.
- (f) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Areas, except that small dogs, cats or customary household pets may be kept on a Lot, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. An Owner shall be fully liable for any damage to the Common Areas caused by his pet. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon three (3) days' written notice from the Board to the respective Owner.

(g) Nothing shall be done or permitted on any Lot which will impair the structural integrity of any building or which would structurally change any building, except as otherwise provided in the Declaration or these By-Laws.

(h) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) No industry, trade, or any commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property.

(j) No advertising signs, billboard, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Properties, nor shall said Properties be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period of the Declarant, its successors, and assigns.

(k) All Owners and members of their families, their guests, or invitees, and all occupants of any Lot or other persons entitled to use the same and to use and enjoy the Common Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas.

(l) No boats, campers, trailers of any kind, buses, mobile homes, trucks or any other unconventional vehicles of any description, shall be permitted, parked or stored anywhere within the Property; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed with a garage.

(m) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas, except with express permission from the Board.

(n) No Owner shall be allowed to place or cause to be placed in the lobbies, vestibules, stairways, hallways or areas of a similar nature and used for a similar purpose, any furniture, packages or objects of any kind, without the consent of the Board of Directors. This restriction is not intended to apply to the interior of any structure not owned by the Association.

Section 6.02. Right of Entry. An Owner or occupant of a Lot shall grant the right of entry to a person authorized by the Board in case of any emergency originating in or threatening his Lot, whether the Owner is present at the time or not. Any Owner shall permit other persons, or their representatives when so required, to enter his Lot for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergencies, such right to entry shall be immediate.

Section 6.03. Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operation of the Property, including but not limited to the use of the Common Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners.

ARTICLE VII

Amendment to By-Laws

Section 7.01. These By-Laws may be amended by a vote of not less than seventy-five percent (75%) of the vote of the Owners in a duly constituted meeting called for such purpose. Provided, however, that no amendment to these By-Laws which affect the value or quality of the units or Common Areas may be adopted without the prior approval of the holders of a majority of first mortgage liens upon any unit or units, and provided further that a majority in interest of the mortgages shall have the right to veto any amendment adopted while Class B membership exists. Provided further that no amendment to these By-Laws may be adopted, so long as Class B membership exists, without the prior approval of either the Federal Housing Administration or the Veterans Administration, but not both.

ARTICLE VIII

Mortgagees

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon his Lot or the mortgagee being the holder of any such first mortgage lien, shall notify the Secretary of the Association and provide the name and address of the mortgagee. A record of such mortgagee and such name and address shall be maintained by the Secretary.

Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of a mortgagee, a proposed mortgagee or

purchaser who has a contractual right to purchase a Lot, furnish to such mortgagee or purchaser a statement setting forth the amount of the unpaid Regular, Interim or Special Assessments against the Lot, which statement shall be binding upon the Association and the Owners, and any mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement.

Section 8.03. Notice and Representative. Any and all mortgagees shall receive specific notice from the Association of the intention of the Association to amend any provisions of the Declaration, By-Laws, or Articles of Incorporation of the Association; and any and all mortgagees shall have the right to designate a representative to attend any meetings of the Association.

ARTICLE IX

Insurance

Section 9.01. Casualty Insurance. The Association shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Properties in an amount consonant with the full replacement value of the improvements excluding all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by an Owner and excluding any personal property owned by any Owner whether located on a Lot or elsewhere. If the Association can obtain such coverage for reasonable amounts it shall also obtain "all risk" coverage. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Association, it may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the monthly maintenance assessment for each Lot. Such insurance coverage shall be for the benefit of each Owner, and, if applicable, the Mortgagee of each Owner.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted.

Section 9.02. Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem

appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing, all Owners and all other persons entitled to occupy any Lot.

The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Association.

Section 9.03. Monthly Assessment for Insurance. The premiums for all such insurance herein described shall be paid by the Association and the pro rata cost thereof shall be assessed on a monthly basis to be included in the monthly assessment provided for under the terms and provisions of The Enclave Declaration. Each Owner shall prepay the Association at the time his Lot is conveyed to such owner an amount equal to thirteen (13) monthly insurance assessments as estimated by the Association and shall maintain such prepayment account at all times. The Association shall hold such funds in escrow for the payment for the purchase of insurance as herein provided; provided further that such funds may be used for the prepayment of insurance premiums. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

9.4. Distribution to Mortgagee. In no event shall any distribution of proceeds be made by the Board of Directors directly or an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the owner and the Mortgagee jointly.

9.5. Additional Insurance. Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his personal property, the contents of his residence (including, but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him) and his personal property stored elsewhere on the Properties, and for his personal

liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association. Each Owner may obtain casualty insurance at his own expense upon his Lot, but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable in the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an owner under this paragraph, the owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

9.6. Casualty and Restoration. Damage to or destruction of any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose.

9.7. Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are not insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Building or Buildings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a special assessment against all Lots for such deficiency.

For the purposes of Section 6 above, repair, reconstruction and restoration shall mean construction or rebuilding of the Building or Buildings to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same type of architecture.

Section 9.08. Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Properties, or, in the discretion of the Board of Directors, may be distributed to the Owners of the Buildings affected and their Mortgagees who are the beneficial Owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another owner for committing willful or malicious damage.

THIS CODE OF BY-LAWS DOCUMENT
WAS PREPARED BY:

MICHAEL O'BYRNE
501 W. CHURCH
CHAMPAIGN, IL 61820
(217) 352-7661

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned Clerk for the County of Champaign, State of Illinois, do hereby certify that there are no unpaid current taxes or special assessments and further, there are no unpaid delinquent taxes or special assessments on the following described real estate to-wit:

A part of the Northwest Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois, lying North of Colorado Avenue and West of Cottage Grove in Urbana, Illinois, more particularly described as follows:

Commencing at the Southwest corner of the NE 1/4 of the NW 1/4 of Section 21, T. 19 N, R 9 E. of the 3rd P.M.; thence S. 89-47-00 W., along the South line of the NW 1/4 of the NW 1/4 of said Section 21, 32.06 feet to the true point of beginning; thence S. 89-47-00 W., along said South line, 302.94 feet; thence N. 00-35-00 feet to the North right-of-way line of Colorado Avenue, said point being the Southeast corner of Sunnycrest Inc. 4th Subdivision; thence N. 00-35-00 W., along said East line 565.20 feet to a point of curvature; thence Northwesterly, along said East line a curve to the left, convex to the Northeast with a radius of 13.00 feet, a distance 20.28 feet to a point of tangency; thence S. 89-47-00 W., 95.18 feet to the East right-of-way line of Larch Place; thence N. 0-35-00 W., along said right-of-way line, 12.00 feet to the Southwest corner of Lot 43 of the aforesaid Sunnycrest Inc. 4th Subdivision; thence N 89-47-00 E., along the South line of Lots 43 through 36 of said Sunnycrest Inc. 4th Subdivision, 571.64 feet to the West right-of-way line of Cottage Grove Avenue; thence Southerly, along said right-of-way line, a curve to the right, convex to the East, with a radius of 649.87 feet, a distance of 43.26 feet to a point of tangency; thence S 0-35-00 E., along said right-of-way line, 4.82 feet; thence S 89-47-00 W., 162.06 feet; thence S 0-35-00 E., 542.12 feet to the North right-of-way line of Colorado Avenue; thence S 00-35-00 E., 33.00 feet to the point of beginning, containing 4.542 acres, more or less, all situated in Champaign County, Illinois and within the limits of the City of Urbana, for the purpose of subdividing said tract, with dimensions in feet and decimals thereof.

Dated this 23rd day of April, 1986.

Annis B. Bing
COUNTY CLERK

