

Revised June 2021

Welcome to Honeytree/Meadowalk

This book contains:

Declaration of Covenants, By-Laws,
Architectural Control Codes (ACC),
Restrictions

THIS IS AN OWNER-OCCUPIED COMMUNITY - NO RENTERS PERMITTED

(per 8th Amendment to Covenants & By-Laws)

HOA OFFICE HOURS:

Open Monday, Wednesday, Friday: 9am – 3pm
Tuesday and Thursday: 9am – 8pm
Saturday: 10am – 2pm
Sunday - CLOSED
Phone: 815-886-9477
Email: office@honeytreehoa.com

Assessments/Dues are due by the 15th of each month. If paid after the 15th any time after the stroke of 12:01am on the 16th of each month, a late fee of \$25 will be added on to the property account. Dues may be dropped off at the clubhouse office or in the drop box located next to the front door of the clubhouse if it is after office hours. If NSF occurs, only money orders will be taken thereafter for the remainder of time you own the property.

Meetings (Workshop & Board): Workshop begins at 6:30p & Board meeting immediately follows. Meetings held monthly & notification on signs posted by entrance to clubhouse parkinglot as well as on Honeytree & Naperville Road. Residents are encouraged to attend all meetings and events.

Newsletters contain information regarding community updates, coming events, association news, and misc. info that residents may be able to use. Newsletters are published periodically (no set schedule). If you would like yours sent via email, contact the clubhouse with your information.

Clubhouse for use by association residents for stopping in to relax, meet up with one another, stay and read books or magazines provided. Bulletin board posting to be pre-approved by a Board member. Rental of clubhouse (no pool) by owners MAY be available for those in good standing on dues/violations. Available dates first come basis and secured by paying the deposit. See office for rental contract details.

Pool RESIDENTS ONLY - Honeytree passes are required for use of the pool; proper State ID needed to obtain pass. New owners - Driver's license & home sale paperwork needed. Must be current in dues and no property violations. See office for more info.

NO BASKETBALL HOOPS PERMITTED -- including portable units. Restricted everywhere in the Honeytree/Meadowalk area & streets. This includes ALL yards (front, side, back), patios, driveways, dead ends, and all common areas.

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

DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HONEYTREE

THIS AMENDMENT, made on the date hereinafter set forth, by CONTINENTAL HOMES OF CHICAGO, INC., an Illinois corporation, (hereinafter referred to as ("Declarant").

WITNESSETH THAT

WHEREAS, Declarant is the owner or has an interest in certain property in the Village of Romeoville, County of Will, State of Illinois, which is more particularly described as follows:

Units 1-1-1 through 1-1-4; 1-2-1 and 1-2-2; 1-3-1 through 1-3-6; 1-4-1 and 1-4-2, 1-5-1 Through 1-5-6; 1-6-1; 1-7-1 and 1-7-2; 1-8-1 through 1-8-4; 1-9-1 and 1-9-2; 1-10-1 through 1-10-6; 1-11-1 through 1-11-4; 1-12-1 through 1-12-4; 1-13-1 through 1-13-4; 1-14-1 through 1-14-4; 1-15-1 through 1-15-6; 1-16-1 through 1-16-6, 1-17-1 through 1-17-6; 1-18-1; 1-19-1 through 1-19-4; 1-20-1 and 1-20-2; 1-21-1 through 1-21-4; 1-26-1 through 1-26-1 through 1-26-4; 1-27-1 through 1-27-4; 1-28-1 through 1-28-4; 1-29-1 through 1-29-4; Out Lots 1 and 2, and those street areas designated as Elmwood Road, Honeybear Lane, Cedarbend Drive, Birchwood Drive, Beechwood Drive, Robbin Drive, Honeytree Drive, all in Honeytree Subdivision Unit One, being a Subdivision of part of the Northwest quarter of Section 27, in Township 37 North, and in Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded July 11, 1972, as Document No. R72-19368, all in Will County, Illinois.

AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, Covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property as part of a general plan of development and shall be binding on all parties acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Honeytree Improvement Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore Described, and such additions thereto as may hereafter are bought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for common use and enjoyment of the members of the Association. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described on Rider "B" attached hereto and made part hereof. As adjacent lands are developed by Declarant as part of the general plan of development, additional common areas may be conveyed to the Association.

Section 4. "Lot" for the purpose of this Declaration shall mean and refer to a portion of a platted lot designated as a unit upon any recorded subdivision map of the Properties and upon which Unit one individual residence is constructed or is to be constructed, a typical description of a Unit being Unit 1-1-1.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of a fee simple title to any Lot which is part of the Properties, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation. This needs to be better developed to remove the 1% circumvention of the 8th Amendment.

Section 7. "Declarant" shall mean and refer to Continental Homes of Chicago, Inc., an Illinois corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development

Section 8. "Unit" shall mean and refer to any condominium, townhouse, single family residence or apartment, whether attached or detached from another similar or dissimilar unit.

ARTICLE II
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called

subject to the notice requirement set forth above and the required quorum of the preceding meetings. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within ten (10) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described on Description Rider A attached hereto and incorporated herein, such additional lands may be annexed to said Properties without the assent of the Class A members.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot Which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification of membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such 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, The Class B Member(s) shall be entitled to (5) votes for each Lot in which it holds the interest required for the membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier.

- a. When total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- b. Seven years from the execution of this Declaration of Covenants, Conditions and Restrictions.
- c. In case of additional memberships being created by annexation of portions of the additional land and the Platting of same, the tests of (a) and (b) above shall be applied separately to each portion of the annexed lands and the test under (b)

shall be five (5) years from the time Declarant records the statement annexing such portion.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members "Easements of Enjoyment". Every member shall have a right and easement of enjoyment in and to the Common Area such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- a. The right of the Association to limit the number of guest(s) of members.
- b. The right of the Association to charge reasonable admission and other for the use of any recreational facility situated upon the Common Area;
- c. The right of the Association, in accordance with its Articles and By Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said property shall be subordinate to the rights of the homeowners hereunder;
- d. The right of the Association to suspend the voting rights and right to the use of the recreational facilities by a member for any period during which an assessment against his lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations;
- e. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class B membership, if any, have been recorded, agreeing to such dedication or transfer.
- f. As part as the all over program of development of the Properties and annexed lands into a residential community and to encourage the marketing thereof, the Declarant shall, for sales purposes only, have the right of use of the common areas and facilities thereon, including the community building, without charge during the sales and construction period on the Properties and annexed lands to aid in its marketing.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, prior to January 1, 1974, free and clear of all encumbrances and liens, except for these covenants and restrictions, public zoning and subdivision ordinances, if any, current real estate taxes, if any (which shall be prorated among the parties) and utility easements granted or to be granted for sewer, water, gas, electricity, telephone and any other necessary utilities, and the public street dedications.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Basis and Maximum of the Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$200.00.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Taxes or Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any taxes or construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment totaling in excess Two Thousand Five Hundred (\$2,500.00) Dollars shall have the assent to two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of

which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except for certain Lots as provided in Section 11, and may be collected on a monthly basis, or such other basis as set by the Board of Directors.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called as provided in sections 3 & 4 hereof, the presence at the meeting of the members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at the meeting, another meeting may be called, subject to the notice requirement set forth in sections 3 and 4, and the required quorum at any such 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.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence for all lots within the Properties on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The first annual assessment for Lots added through annexation to the Properties shall be adjusted according to the number of months remaining in the calendar year after the date of annexation. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount, written notice of any changed amount of annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven percent (7%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property and interest, cost, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Forcible Entry and Detainer; Further Remedies. In the event of any default by any Unit Owner in the performance of his obligations under the Act or under the Declaration, By-Laws, or rules or regulations of the Board, the Board, or its agents, shall have rights and remedies in addition to those provided in this Declaration or By-Laws, as shall otherwise be provided or permitted by Law, including the right to take possession of such Unit Owner's interest in the property for the benefit of all other Unit

Owners by an action for possession in the manner prescribed in the Forcible Entry and Detainer Act (Illinois Revised States Chapter 57).

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such Mortgage or any proceeding or conveyance in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to this Declaration shall be Exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority and granted to or used by a utility company; (b) the Common Area (c) all properties owned by a charitable or non-profit organization exempt from taxation by the law of the State of Illinois; (d) any additional property or portions thereof Under Sections 1 and 2 or Article 11 hereof prior to the time such additional property or portions thereof is annexed; (e) model home lots; (f) in order that those Lots upon which homes are constructed and conveyed by Declarant may with reasonable promptness receive the benefits of maintenance by the Association for the enjoyment of the residents therein, and also be subject to assessments therefore, and so as not to discourage the Declarant from voting for such assessments at such times as the Declarant may still own substantial number of Lots in the properties upon which there may be no construction at all or where there may be construction in progress with no occupants residing thereon, and the assessments for which units would impose a burden on Declarant without the Declarant requiring, desiring, or receiving the benefits of such maintenance, and the Number of which Lots with incomplete or no construction thereon may be substantially Increased from time to time by the inclusion of portions of the annexed lands into the Properties, it is therefore expressly provided that each of the Lots in the Properties, prior To the time a home is constructed thereon and conveyed by the Declarant or occupied Under its auspices, shall be exempt from the assessments, charges and liens created herein for any amounts in excess of fifty percent (50%) of the annual assessment being paid for a non-exempt lot on a monthly basis or other basis set by the Board of Directors, and the Declarant shall pay said fifty percent (50%) for such partially exempt Lot on said monthly or other basis until its conveyance or occupancy.

A conveyance by Declarant to a corporation owning all the stock of Declarant or to a Corporation of which Declarant owns all the stock or to a corporation acquiring more than 1 Lot upon which no residences have been constructed, for the purposes of subsequent development, shall not be considered within the meaning of conveyance for the purpose of this Section 11 of Article VI.

It is understood that upon the conveyance of a Lot which was theretofore entitled to one of the above exemptions, such Lot shall have no further exemption as elsewhere set forth in this Article VI. Prior to such conveyance by the Declarant of Lots in the Properties upon which construction of homes has been completed and for which

certificates of occupancy have been issued, but which Lots are not yet sold and conveyed, the Declarant shall be responsible for the maintenance of such Lots in a manner typical of the average maintenance of the Lots in the Properties.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall that is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article VII, the general rules regarding party walls and of liability for property damage due to negligence or willful acts of omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and Maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged By fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in the 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 of omissions.

Section 4. Weatherproofing. Not understanding any other provisions 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 costs of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribute From any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or Under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a Majority of all the arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section I. Fences and other Structures. No building, fence, wall or other structure shall be commenced erected or maintained upon the Properties except such as are installed or Approved by the Declarant in connection with the initial construction on the Properties, or except as authorized and approved pursuant to Section 3 below.

Section 2. Antennas, Exterior Additions or Alterations. No outside antennas or addition to, change (including, but not limited to color changes) or alterations of the exterior of Any Unit shall be permitted except if such shall be approved pursuant to Section 3 below.

Section 3. Association Approval. If a Unit Owner desires to erect an additional structure or antenna, or to alter, add to or change the exterior of his Unit, then such Owner shall submit plans and specifications showing the nature, kind, heights, shapes, materials, color and location of such structures, changes or additions to the Board of Directors of the Association, or to an Architectural Control Committee of not less than three (3) members as may be appointed by the Board. The Board or Committee shall consider any such request on the basis of its harmony of external design and location, in relation to surrounding structures and topography, and shall, further, within thirty (30) days after the submission of such plans and specifications approve or disapprove any such request in writing. If such a Committee is appointed by the Board, it shall furnish the Board with a copy of its approval or disapproval and the Board shall then confirm, modify or reverse the Committee's action. In the event the Board or Committee fails to so approve or disapprove such a request within thirty (30) days after such plans and specifications are submitted, such request will be deemed approved.

ARTICLE IX

INTERIOR AND EXTERIOR MAINTENANCE

The Association shall not provide or do exterior or interior maintenance upon any Lot or Unit but shall provide all maintenance and repairs for Common Areas, recreational facilities, and Community Buildings.

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

ARTICLE X

USE RESTRICTIONS

Section 1. The Properties are hereby restricted to residential dwellings, and ancillary and accessory uses and building in connection therewith, including but not limited to community buildings. All buildings or structures erected in the Properties shall be of new construction and no subsequent building or structures other than homes shall be built on any Lot where the Declarant has theretofore constructed a residence. No building or structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, No trailer camper, snowmobile, or boat shall be kept or stored for more than 48 hours on the Common Areas or exterior of any Unit unless specific consent is obtained from the Board or unless kept in specific areas which may be designed by the Association.

Section 2. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except for dogs, cats, or other house pets for other than commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance may be restricted from the Common Area upon three days written notice from the Association.

Section 3. Except that no more than one "For Sale" sign of not more than five (5) square feet may be maintained on any Lot, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot, nor shall any Lot in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Properties. NO COMMERCIAL ACTIVITIES of any kind whatsoever shall be conducted in any building or on any portion of the Properties except activities intended primarily to serve residents in the Properties. The foregoing restrictions shall not apply to commercial activities, signs and billboards, if any, of the Declarant during the construction and sales period or by the Association in furtherance of its power and purposes set forth hereinafter and in its Articles of Incorporation, By-Laws and Rules and Regulations, as the same may be amended from time to time.

Section 4. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2') feet and six (6') feet above public streets shall be placed or permitted to remain on the corner within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street property lines extended. The same sight lines limitations shall apply, on any Lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines. No fence or wall shall be erected, placed or altered on any Lot nearer to any front street line than the minimum front building setback line. The foregoing restrictions shall not apply to any temporary sales building, fences or walls of the Declarant during the sales and construction period, or to permanent entrance fences or walls installed by the Declarant.

Section 5. All clotheslines, equipment, garbage cans, service yards, woodpiles, and Storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Lots and streets. All rubbish, trash, and garbage shall be regularly removed from the Properties and shall not be allowed to accumulate thereon.

Section 6. The Association shall within fifteen (15) days of receipt of written application, provide each Unit Owner with a vehicle registration sticker for every motor vehicle kept within the Properties by a Unit Owner. Such registration shall include but not be limited to car, truck, bus, van, camper trailer, motorcycle, "minibike," or snowmobile," and shall be required for maintaining its presence within the Properties. The foregoing restrictions shall not apply to any construction equipment or service equipment of the Declarant or his employees. Cost of production and distribution of said sticker shall be borne by each Unit Owner. **THE ABOVE IS NO LONGER APPLICABLE.**

Section 7. The use of snowmobiles and minibikes on the Properties whether under the jurisdiction of the Honeytree Improvement Association or the Declarant is hereby expressly prohibited.

ARTICLE XI
EASEMENTS

The Common Area will be subject to utility easements for sewer, water, gas, electricity, telephone and other necessary utilities. If such utilities are not installed or easements not described for same prior to conveyance of the Common Areas, the Declarant may grant same at later date.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by the any Owner to enforce and covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of the Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, hereunto set its hand and seal this _____ day of _____ 19____.

CONTINENTAL HOMES OF CHICAGO, INC.

Declarant

By _____

ITS _____

ATTEST:

Secretary

STATE OF ILLINOIS

SS.

COUNTY OF DUPAGE

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Royal R Faubion personally known to me to be in President of CONTINENTAL HOMES OF CHICAGO, INC., and Robert E. Stokes personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that they signed and delivered the said instrument as President and Asst. Secretary of the said corporation, 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 use and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 19____.

Notary Public

My Commission expires

_____, 19____.

DESCRIPTION RIDER "A"

The East one-half (1/2) of the Northwest
One-quarter (1/4) of section 27, Township
37 North, Range 10, East of the Third
Principal Meridian, in Will County, Illinois.

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
HONEYTREE

THIS AMENDMENT, made on the date hereinafter set forth, by CONTINENTAL HOMES OF CHICAGO, INC., an Illinois corporation, (hereinafter referred to as "Declarant").

WITNESSETH THAT

WHEREAS, Declarant is the owner or has an interest in certain property in the Village of Romeoville, County of Will, State of Illinois, which is more particularly described as follows:

Units 1-1-1 through 1-1-4; 1-2-1 and 1-2-2; 1-3-1 through 1-3-6; 1-4-1 and 1-4-2, 1-5-1 Through 1-5-6; 1-6-1; 1-7-1 and 1-7-2; 1-8-1 through 1-8-4; 1-9-1 and 1-9-2; 1-10-1 through 1-10-6; 1-11-1 through 1-11-4; 1-12-1 through 1-12-4; 1-13-1 through 1-13-4; 1-14-1 through 1-14-4; 1-15-1 through 1-15-6; 1-16-1 through 1-16-6, 1-17-1 through 1-17-6; 1-18-1; 1-19-1 through 1-19-4; 1-20-1 and 1-20-2; 1-21-1 through 1-21-4; 1-26-1 through 1-26-1 through 1-26-4; 1-27-1 through 1-27-4; 1-28-1 through 1-28-4; 1-29-1 through 1-29-4; Out Lots 1 and 2, and those street areas designated as Elmwood Road, Honeybear Lane, Cedarbend Drive, Birchwood Drive, Beechwood Drive, Robbin Drive, Honeytree Drive, all in Honeytree Subdivision Unit One, being a Subdivision of part of the Northwest quarter of Section 27, in Township 37 North, and in Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded July 11, 1972, as Document No. R72-19368, all in Will County, Illinois.

WHEREAS, Declarant has previously executed and caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions affecting said property, dated December 20th, 1972 and recorded in the office of the Recorder of Deeds, Will County, Illinois, on December 21st, 1972, as Document No. R72-37074, and WHEREAS, Declarant, is the owner of record of more than ninety percent (90%) Of the lots which are subject of said Declaration, and; WHEREAS; Declarant desires to amend said Declaration;

NOW, THEREFORE, pursuant to provisions of section 3 of Article XII of the said Declaration, Section 10 of Article VI of said Declaration, is hereby amended to provide as follows:

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordination to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessments lien. However, the sale or

transfer of any Lot which is subject to any mortgage, pursuant to a Decree of foreclosure under such mortgage, or any proceeding or conveyance in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which is due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Notwithstanding anything in this Declaration to contrary, no amendment, to change or modification of this Section 10 shall be effective unless such amendment, change or modification shall be first consented to, in writing, by all mortgagees of record of each Lot which is subject to the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant Herein, has hereunto set its band and seal this 17th day of January, 1973.

CONTINENTAL HOMES OF CHICAGO, INC.

Declarant

BY see original signature in office

Its President

ATTEST

See original signature in office

Secretary

STATE OF ILLINOIS

SS.

COUNTY OF DUPAGE

I the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Royal R. Faubion personally known to me to be the President of CONTINENTAL HOMES OF CHICAGO, INC. and Richard I. Wexler personally known to me to be the Asst. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as President and Secretary of the said corporation, 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 as the free and voluntary act added of the said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of January, 1973.

See original signatures in office

Notary Public

My Commission Expires

July 19, 1976

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
HONEYTREE

THIS AMENDMENT, made on the date hereinafter set forth, by CONTINENTAL HOMES OF CHICAGO, INC., an Illinois corporation, (hereinafter referred to as "Declarant"), and the Owners of Record of Honeytree Subdivision ("hereinafter referred to as Owners").

WITNESSETH THAT

WHEREAS, DECLARANT AND Owners are the owners of certain real Property situated in the Village of Romeoville, County of Will, State of Illinois, legally described as follows:

Units 1-1-1 through 1-1-4; 1-2-1 and 1-2-2; 1-3-1 through 1-3-6; 1-4-1 and 1-4-2, 1-5-1 Through 1-5-6; 1-6-1; 1-7-1 and 1-7-2; 1-8-1 through 1-8-4; 1-9-1 and 1-9-2; 1-10-1 through 1-10-6; 1-11-1 through 1-11-4; 1-12-1 through 1-12-4; 1-13-1 through 1-13-4; 1-14-1 through 1-14-4; 1-15-1 through 1-15-6; 1-16-1 through 1-16-6, 1-17-1 through 1-17-6; 1-18-1; 1-19-1 through 1-19-4; 1-20-1 and 1-20-2; 1-21-1 through 1-21-4; 1-26-1 through 1-26-4; 1-27-1 through 1-27-4; 1-28-1 through 1-28-4; 1-29-1 through 1-29-4; Out Lots 1 and 2, and those street areas designated as Elmwood Road, Honeybear Lane, Cedarbend Drive, Birchwood Drive, Beechwood Drive, Robbin Drive, Honeytree Drive, all in Honeytree Subdivision Unit One, being a Subdivision of part of the Northwest quarter of Section 27, in Township 37 North, and in Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded July 11, 1972, as Document No. R72-19368, all in Will County, Illinois.

WHEREAS, Declarant has previously executed and caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions affecting said property, dated December 20th, 1972 and recorded in the office of the Recorder of Deeds, Will County, Illinois, on December 21st, 1972, as Document No. R72-37074, and has executed and caused to be recorded a First Amendment to said Declaration, Dated January 17, 1973, and recorded in the office of Recorder of Deeds, Will County Illinois, on January 22, 1973, as Document No. R73-02144; and

WHEREAS, Declarant and Owners are the Owners of Record of more than ninety percent (90%) Of the lots which are subject of said Declaration, and;

WHEREAS; Declarant and Owners desire to amend said Declaration;

NOW, THEREFORE, pursuant to provisions of section 3 of Article XII of said Declaration, is hereby amended as follows:

ARTICLE I

ARTICLE I Section 4 are hereby amended as follows;

Section 4. "Lot" for the purpose of the Declaration shall mean and refer to a portion of a platted lot designated as a Unit upon any recorded subdivision map of the Properties and upon which Unit, one individual residence is constructed, a typical Description of a Unit being Unit 1-1-1.

ARTICLE II

ARTICLE II Section 1 and Section 2 are hereby amended as follows;

Section 1. Annexation of additional property shall require the assent of two-thirds (2/3) of the class A members (2/3) of the class B members, if any, at a meeting, duly called for this purpose, written notice of which shall be sent to all members not less Than 30 days nor more than 40 days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or proxies entitled to cast sixty (60%) percent of the votes of each class membership shall constitute a quorum. If the required quorum is not forthcoming at a meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within seven (7) years of the date of execution of the Second Amendment to the Declaration, the Declarant should develop additional lands within the area described on Description Rider A attached hereto and incorporated herein, such additional lands may be annexed to said Properties without the assent of the Class A members, provided that the FHA or VA determine that the annexation is in accord with the general plans heretofore approved by them.

ARTICLE IV

ARTICLE IV is hereby amended in its entirety as follows:

The Association shall have two classes of voting membership:

Class A. Class members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such 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. The Class B member(s) shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be

converted to Class A on the happening of either of the following events, whichever occurs earlier.

- a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- b. Seven (7) years from the date of execution of the Second Amendment to the Declaration of Covenants, Conditions and Restrictions.

ARTICLE V

ARTICLE V. Section I (c) is hereby amended as follows:

- c. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in thereof to mortgage said property with the consent of two-thirds (2/3) vote of each class of membership;

ARTICLE V, Section 1 (f) is hereby amended as follows:

- f. As part of the overall program of development of the Properties and annexed lands into a residential community and to encourage the marketing thereof, the Declarant shall, for sales purposes only, have the right of use of the common areas and facilities thereon, including any community building, without charge during sales and construction period on the Properties and annexed lands, to aid in its marketing, provided, however, that the aforesaid use shall not interfere with the intended use of such common area and facilities.

thereon by the Owners. Further, during the period of construction or sales, Declarant, its successors and assigns shall have a casement over, across and through the Common Areas for the purpose of marketing and/or development of any portion of the Properties.

ARTICLE VI, Section 3 is hereby amended to read as follows:

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$200.00.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c. The board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4 is hereby amended to read as follows:

Section 4. Special Assessments for Taxes or Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment

year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the COMMON AREA, including the necessary fixtures and personal property related thereto. provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class members who are voting in person or by proxy at a meeting duly called for this purpose, written notice shall be sent to all members not less than 30 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting.

Section 8 is hereby amended to read as the following:

Section 8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment not paid within (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property; and interest, costs, and reasonable attorney's fees or any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9 is to be deleted in its entirety.

Section 11. is hereby amended to read as follows:

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority and granted to or used by a utility company; (b) the Common Area; (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Illinois; (d) any additional property or portions thereof under Sections 1 and 2 of Article II thereof prior to the time such additional property or portions annexed; (e) in order that those lots upon which homes are constructed and conveyed by Declarant may with reasonable promptness receive the benefits of maintenance by the Association for the enjoyment of the residents therein and also be subject to assessments therefore, and so as not to discourage the Declarant from voting for such assessments at such times as the Declarant may still own a substantial number of Lots in the properties upon which there may be no construction in progress with no occupants residing thereon, and the assessments for which units would impose a burden on the Declarant without the Declarant requiring, desiring, or receiving the benefits of such maintenance, and the number of which Lots with incomplete or no construction thereon may be outstantially increased from time to time by the inclusion of portions of the annexed lands into the Properties, it is therefore expressly provided that each of the Lots in the Properties, prior to the time a home is constructed thereon and conveyed by the Declarant or occupied under its auspices, shall be exempt from its assessments, charges and liens created herein for any amount in excess of fifty percent (50%) of the annual assessment being paid for a non-exempt lot on a monthly basis or other basis set by the Board Of Directors, and the Declarant shall pay said fifty percent (50%) for such partially exempted lot on said monthly or other basis until its conveyance or occupancy.

EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
HONEYTREE

This Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Honeytree is made and entered into this 4th day of July, 2007 by Honeytree Townhouse Improvement Association, an Illinois not-for-profit corporation, (hereinafter referred to as the "Association"), and is an amendment to that certain Declaration of Covenants, Conditions and Restrictions for Honeytree recorded in the office of the Will County Recorder of Deeds on December 21, 1972 as Document No. R72-37074 as may have been amended from time to time (hereinafter referred to as the "Declaration").

WITNESSETH:

WHEREAS, the Declaration has submitted certain real property located in the Village of Romeoville, Will County, Illinois, to the provisions of certain covenants, conditions and restrictions, such property being known as Honeytree Townhouse Improvement Association, which real property is legally described in Exhibit "A" (incorporated herein and attached hereto); and

WHEREAS, the Association administers the property as set forth and described in the Declaration of Covenants, Conditions and Restrictions for Honeytree recorded on December 21, 1972 as Document No. R72-37074 (hereinafter referred to as "Declaration") and the By-Laws of Honeytree Townhouse Improvement Association, an Illinois not-for-profit corporation (hereinafter referred to as the "By-Laws"), both as amended from time to time; and

WHEREAS, pursuant to Article XII, Section 3 of the Declaration, provisions in the Declaration may be amended by a recorded instrument signed by not less than 75% of the Lot Owners; and

WHEREAS, the following amendments have been made to the Declaration:

<u>Document</u>	<u>Recording Date</u>	<u>Document No.</u>
First Amendment to Declaration	January 22, 1973	R73-02144
Declaration of Annexation	January 16, 1975	R75-1235
Second Amendment to Declaration	October 20, 1975	R75-28424
Declaration of Annexation	June 7, 1976	R76-16957
Declaration of Annexation	March 30, 1977	R77-9710
Annexation Agreement	November 22, 1994	R94-106413
Declaration of Acceptance of Annexation and Inclusion	November 22, 1994	R94-106414

WHEREAS, this Amendment has been signed by not less than 75% of the Lot Owners.

NOW, THEREFORE, the Association hereby declares that the Declaration be and hereby is amended with regard to Article X, the following section being added to that article:

Section 8.

- a. Except as otherwise provided in this paragraph, each Lot Owner or member of the Lot Owner's "Immediate Family" (as defined below) shall occupy and use his or her Unit as a private residence, and the rental or leasing of Units shall be prohibited.
- b. (i) A Lot Owner need not be an occupant of his or her Unit if a member of the Lot Owner's Immediate Family (strictly defined as a Lot Owner's mother, father, daughter, son, grandmother, grandfather, sister and brother) resides in the Unit. Individuals not related to a Lot Owner may reside in a Unit with the Lot Owner or a member of the Lot Owner's immediate Family. In the event there is more than one Lot Owner of record, only one such Lot Owner shall be required to occupy his or her Unit provided herein. Occupancy of any Unit is subject to local ordinances and regulations governing the number of occupants in the Unit.

(ii) Any arrangement for ownership or occupancy of a Unit or between the seller and purchaser of a Unit which does not vest title of the Unit in the person occupying the Unit shall be reviewable by the Association as to compliance with the specific requirement of this section that the Lot Owner occupy his or her Unit except as otherwise provided. Non-compliance shall cause the Lot Owner to be subject to sanctions. In the event that a Lot Owner is a land trust or estate planning trust, the holder or holders of the beneficial interest in the trust shall be deemed to be the Lot Owner for the purposes of this section.
- c. Provided that a copy of the lease agreement has been submitted to the Association prior to the effective date of this amendment, a Unit which is subject to a written lease agreement before the effective date of the Amendment shall be permitted to continue to be leased until that lease expires or for a period of time not to exceed two years from the effective date of the Amendment, whichever occurs first. Upon expiration of said lease or time period, the Unit no longer may be leased except within the terms of this paragraph. Failure to have a copy of the lease agreement on file prior to the effective date of the Amendment shall cause a Lot Owner to forfeit the opportunity to continue to lease his or her Unit after the effective date of the Amendment.
- d. Except as otherwise provided in Paragraphs 8(a) - (c) and 8(i), no Lot Owners shall be permitted to lease their Units or otherwise not reside in their Units and allow other Persons to reside therein unless a written request setting forth how the Lot Owner-occupancy requirement causes a hardship to the Lot Owner is submitted to the Board and approved as provided herein. Reasons for such a hardship may include, without limitation, illness of the Lot Owner, the Lot Owner's

spouse or a member of the Lot Owner's Immediate Family (as defined above), the loss of employment or job relocation of the Lot Owner or the Lot Owner's spouse, or the death of the Lot Owner or the Lot Owner's spouse. In the event the Board determines in its sole discretion that a hardship exists, the Board may grant permission for the Unit to be leased or occupied by a Person in the absence of the Lot Owner for a period of time not to exceed twelve (12) months. Thereafter, the Lot Owner must reapply for hardship status in order for his or her Unit to remain so occupied. The Board shall be under no obligation to grant the requested hardship status or any continuation thereof.

- e. No Unit shall be leased for transient or hotel purposes, which are defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where services normally furnished by a hotel (such as room service or maid service) are furnished.
- f. Any lease permitted under this paragraph or as otherwise may be allowed under the Declaration shall be in writing, shall contain fixed beginning and ending dates and shall provide that the lease shall be subject to the terms of this Declaration, the By-Laws, the Rules and Regulations of the Association and applicable laws and that any failure of a tenant to comply with the terms of the Declaration, the By-Laws, the Rules and Regulations and/or applicable laws shall be a default under the lease. The Lot Owner shall deliver to the Board a true and correct copy of the fully executed lease not later than occupancy or ten (10) days after the lease is signed, whichever occurs first.
- g. No leasing or allowing someone other than the Lot Owner to reside in his or her Unit shall relieve the Lot Owner from the obligations imposed upon him or her or his or her Unit pursuant to the Act, the Declaration, the By-Laws and the Rules and Regulations of the Association, A Lot Owner shall remain primarily liable for these obligations.
- h. In addition to the authority to levy fines against a Lot Owner for violation of this Amendment or any other provision of the Declaration, the By-Laws or the Rules and Regulations of the Association, the Board shall have all rights and remedies available, including, without limitation, the right to maintain occupants under the forcible entry and detainer provisions of the Illinois Code of Civil Procedure, an action for injunctive and/or other equitable relief, and/or an action at law for damages. All unpaid charges incurred as a result of the foregoing (including, without limitation, fines attorneys' fees, court costs, title company charges and management company charges) shall be deemed to be a lien against the Unit and collectable in the same manner as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.
- i. Notwithstanding anything to the contrary contained in this paragraph, neither Units owned by the Association nor leases entered into by the Association (pursuant to the forcible entry and detainer provisions of the Illinois Code of Civil Procedure and/or other applicable law) shall be subject to the leasing restrictions contained herein.

This Amendment shall become effective upon recordation in the office of the Will County Recorder. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned, being the President and the Secretary of Honeytree Townhouse Improvement Association have duly executed this Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Honeytree on this 4th day of July, 2007.

HONEYTREE TOWNHOUSE IMPROVEMENT ASSOCIATION, an Illinois not-for-profit corporation

BY see original signature in office

President

BY see original signature in office

Secretary

STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, Lynda T. Halama , hereby certify that I am the duly elected and qualified Secretary of Honeytree Townhouse Improvement Association, and Illinois not-for-profit corporation, and as such Secretary, I am the keeper of books and records of the Association

I further certify that the attached Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Honeytree has been signed by not less than 75% of the Unit Owners in the exercise of the power and authority conferred upon and vested in them by the Declaration and By-Laws.

Dated at Romeoville, Illinois this 6th day of July, 2007.

See original signature in office

Lynda T. Halama

STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, Irene Lunn, a Notary Public in and for said county in the state aforesaid, do hereby certify that the aforesaid officer of Honeytree Townhouse Improvement Association, an Illinois no-for-profit corporation, personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he/she signed, sealed and delivered the same instrument as his/her free and voluntary act, for the uses and purposes set forth.

Given under my hand and notarial seal this 6th day of July, 2007.

My commission expires:

April 29, 2010

See original signatures in office

APPROVAL CERTIFICATION

I, Christopher Benigno, President of the Board of Directors of the Honeytree Townhouse Improvement Association, hereby state that the reference to the "Fourth Amendment" in the attached approval forms was due to an inadvertent clerical error. All signatures reflect approval of the text of the Eighth Amendment to which said approval forms and this Approval Certification are attached.

Dated: July 6, 2007

See original signatures in office

Christopher Benigno

RIDER "B"

Out Lots 1 and 2, and those streets designated as Elmwood Road, Honeybear Lane, Cedarbend Drive, Birchwood Drive, Beechwood Drive, Robbin Drive, and Honeytree Drive, all in Honeytree Subdivision Unit One, being a Sub-division of part of the Northwest quarter of Section 27, in Township 37 North, and in Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded July 11, 1972, as Document No. R72-19368, all in Will County, Illinois.

BY-LAWS

BY-LAWS
OF
HONEYTREE IMPROVEMENT ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is THE HONEYTREE IMPROVEMNET ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at ~~7 Salt Creek Lane, Hinsdale, Illinois~~ 120 Cedarbend Drive, Romeoville, Illinois, but meetings of the members and directors may be held at such places within the State of Illinois, Counties of Will and Cook, as may agreed by the majority of the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Honeytree Improvement Association, an Illinois not-for profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" for the purposes of these By-Laws shall mean and refer to a portion of a platted lot designed as a Unit upon any recorded subdivision map of the Properties and upon which Unit one individual residence is constructed or to be constructed.

Section 5. "Member" shall mean and refer to every person or entity that holds a membership in the Association.

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

Section 7. "Declarant" shall mean and refer to Continental Homes of Chicago, Inc., and Illinois Corporation, its successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Unit" shall mean and refer to any condominium, townhouse, single family residence or apartment, whether attached or detached from another similar or dissimilar unit.

Section 9. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Recorder of Will County, Illinois.

Section 10. Electronic Voting and its definitions:

I. DEFINITIONS

A. "Acceptable Technological Means" includes, without, limitation, Electronic Transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

B. "Electronic agent" means a computer program or an electronic or other automated means used independently to initiate an action or respond to electronic records or performance in whole or in part, without review or action by an individual.

C. "Electronic record" means a record created, generated, sent, communicated, received, or stored by electronic means.

D. "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

E. "Electronic Transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

F. "Information Processing System" means an electronic system for creating, generating, sending, receiving, storing, displaying, or processing information which includes the Internet or the community or other network, whether by direct connection, intranet, telecopier, or electronic mail.

G. "Security Procedure" means a procedure employed for the purpose of verifying that an Electronic Signature, record, or performance is that of a specific person or for detecting changes or errors in the information in an Electronic Record. The term includes a procedure that requires the use of algorithms or other codes, identifying words or numbers, encryption, or callback or other acknowledgment procedures.

II. AUTHORITY TO ACCEPT VOTES OF OWNERS BY ELECTRONIC TRANSMISSION

A. 765 ILCS 160/1-85(b) of the Act provides that the “association, unit owners, and other persons entitled to occupy a unit may perform any obligation or exercise any right under any community instrument or any provision of this Act by use of acceptable technological means.”

B. 765 ILCS 160/1-85(d) of the Act provides that “[V]oting on, consent to, and approval of any matter under any community instrument or any provision of this Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form.”

C. 765 ILCS 160/1-85(c) of the Act provides that “[A] signature transmitted by acceptable technological means satisfies any requirement for a signature under any community instrument or any provision of this Act.”

D. 765 ILCS 160/1-85(f) of the Act provides “[i]f any person does not provide written authorization to conduct business using acceptable technological means, the [Association] shall, at its expense, conduct business with the person without the use of acceptable technological means.”

III. ELECTION OF DIRECTORS BY THE OWNERS

A. The Directors are elected by the Members at annual meetings of the Members, as set forth in the Declaration and By-Laws.

B. All elections to the Board shall be conducted using electronic voting as described below, unless the Board decides not to utilize electronic voting for a particular election or vote.

C. Proxy votes, proxies and mail-in secret ballots, for the purpose of election of the Board of Directors, are prohibited. At the discretion of the Board, however, mail-in Association issued ballots, as described in Section 1-25(h-5)(3) of the Act, can be used in an election to the Board of Directors. Additionally, in the event an election is not conducted using electronic voting, then proxies and proxy votes are permitted.

D. The Board of Directors shall be authorized to employ the mechanics of electronic voting described in Article IV of this resolution to ensure that the vote cast by the Members for an individual candidate are secret.

IV. PROCEDURE FOR SUBMITTING VOTES BY ELECTRONIC TRANSMISSION

A. Electronic submission of votes shall only be permitted for, and this Article IV, shall only be applicable to, votes to be taken of the Association Members upon a stated proposal or for the election of directors. Electronic voting shall not be permitted and this Article IV shall not be applicable to any other vote of the Association.

B. Instructions regarding the use of electronic means or Acceptable Technological Means for voting shall be distributed to all Members not less than ten (10) and not more than thirty (30) days before the annual or election meeting.

C. For any elections the instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy. Additionally, the instruction notice must give the Member voting through Electronic or Acceptable Technological Means the opportunity to cast votes for candidates whose names do not appear on the ballot.

D. The Board of Directors shall have the authority to select and contract with an electronic voting company which employs an Electronic Agent and Information Processing System to administer any issue to be voted on electronically. In the event an electronic voting company is selected and utilized, the Association Members shall utilize such system and the procedures established by the selected electronic voting company, if any, shall control over those set forth below.

E. In the event that the Board of Directors decides not to utilize the services of an electronic voting company, the Board of Directors may accept Member votes sent by Electronic Transmission when such transmission contains information that will allow an objective determination that the Member authorized the transmission. Such transmission may be by facsimile ("fax") or electronic mail. It may also be made by sending information electronically to an Electronic Agent or secure, reliable Information Processing System authorized by the Board of Directors to accept such information.

F. Before a Member may send their vote by Electronic Transmission, the Member shall provide the Board of Directors or management with the following information:

1. The type of Electronic Transmission or Information Processing System to be used (i.e., a fax, electronic mail, etc.). The Member may specify more than one medium.
2. For each medium specified, the Member shall include:
 - a. The Electronic Signature that they will affix to the vote.
 - b. The Security Procedure to be included in the Electronic Transmission.

Collectively, these features form the basis upon which the Board may determine whether the Member authorized the transmission. The Board may reject the Electronic Transmission if any one of the above features is unclear provided that the Board shall specify the information upon which it relied in determining the vote invalid.

G. The instructions provided to the Member shall state that a Member who submits a vote using electronic or Acceptable Technological Means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that Member.

V. ELECTRONIC NOTICE PROCEDURES

A. The Board of Directors hereby adopts a policy that, notwithstanding any terms and provisions contained in the Declaration, By-Laws or the Act, the Member, as described below, can authorize electronic delivery of notices and other communications required to be delivered to each Member, provided the Member has given his/her written authorization. Each Member shall designate an electronic address or a U.S. Postal Service address, or both, as the Member's address on any list of Members which the Association is required to maintain.

B. Any electronic address provided by the Member pursuant to this Rule and Resolution shall be included in the Association's records for all other purposes of the Declaration, By-Laws and the Act.

C. Members who consent to receiving notices of meetings of the Association and any other communication from the Association by Electronic Transmission in lieu of mailed or hand-delivered notices shall receive electronic notice of annual and special meetings of Members. The consent submitted to the Association shall include the following:

1. A verified email address at which the Member shall receive notices;
2. A statement that the Member agrees to accept the communication and notices by Electronic Transmission and that said transmission shall substitute fully for mailed or hand-delivered notices.

D. A Member may revoke his or her consent to electronic notice and any other electronic communication if the Member provides written notice of revocation to the Association. It is solely the responsibility of the Member who has given consent to receive electronic notices and electronic communication to ensure that the Association is furnished with any changes to the email address to which notices are delivered. Unless and until the Member furnishes a revocation or amendment regarding said address, the Association shall be deemed to have complied with its notice requirement by delivering electronic notice to the last known address on file with the Association.

E. Directors may also receive notice of regular or special meetings of the Board by Electronic Transmission upon providing the consent form described above.

F. If any Member does not provide written authorization to conduct business using Electronic Transmission or other equivalent technological means, the Association, at its expense, shall conduct business with the person without the use of Electronic Transmission or other equivalent technological means.

VI. VIRTUAL MEETINGS

A. 765 ILCS 160/1-85(b) of the Act provides that the “[t]he common interest community association, unit owners, and other persons entitled to occupy a unit may perform any obligation or exercise any right under any community instrument or any provision of this Act by use of acceptable technological means.”

B. The Board of Directors hereby adopts a policy that allows “Meetings of the board” (as defined by 765 ILCS 160/1-5) and “Meetings of the members” to be conducted using Acceptable Technological Means.

C. That all meetings must comply with the Notice requirements under the Common Interest Community Association Act and the Declaration and By-laws.

D. That all owners must be afforded the opportunity to attend any such meeting and receive, as part of the required Notice, specific instructions on how to attend the meeting virtually which may include login information, website information and phone numbers.

GENERAL

A. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration and By-Laws.

B. The language of this Resolution shall govern any conflicts between this document and prior Rules and Regulations.

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

E. The Resolution and the procedures and remedies authorized herein shall be effective upon adoption and shall remain in effect until revoked by resolution by the Board.

ARTICLE III
MEMBERSHIP

Section 1. "Membership" Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. "Suspension of Membership" During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area Facilities.

ARTICLE IV
PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of the family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name. The rights and privileges are subject to suspension to the same extent as those of the member.

ARTICLE V
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by the Board of Directors (7), who need not be members of the Association.

Section 2. Election. At the first annual meeting the members shall select one director for a term of one year, one director for a term of two years, one director for a term of three years, one director for a term of four years, one director for the term of five years, one director for the term of six years, and one director for a term of seven years; and at each annual meeting thereafter the members shall elect one director for a term of one year and for each directorship expiring that year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors, after not less than (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for each election to the Board of Directors as it shall in its discretion determine, but not more than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be made by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. **USE OF TECHNOLOGY, ELECTRONIC VOTING, NOTICE AND PROXIES**

PREAMBLE

WHEREAS, the meeting of the Board of Directors of the HONEYTREE TOWNHOUSE IMPROVEMENT ASSOCIATION (the "Association") was duly called and held pursuant to the Illinois General Not-For-Profit Corporation Act of 1986, the Illinois Common Interest Community Association Act ("Act"), and the Association's Declaration and By-laws, and proper notice was duly served on the members of the Association, a quorum of the Board of Directors being present at the meeting as identified below, and the meeting being properly convened and proceeding with Association business including resolutions and amendments and specifically the amendment set forth herein; and

WHEREAS, the Association is administered by a duly elected Board of Directors (the "Board") in accordance with a certain Declaration of Covenants, Conditions and Restrictions ("Declaration"); and

WHEREAS, the Association's management and operation is, in addition to the Declaration, governed by the By-Laws of the Honeytree Townhouse Improvement Association ("By-laws"); and

WHEREAS, the Board of Directors is charged with the responsibility of maintaining and administering the property and acting in the best interests of the members of the Association; and

WHEREAS, 765 ILCS 160/1-85(a) (Use of technology) of the Act, as amended, permits that any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any community association instrument or any provision of the Act may be accomplished using technology generally available at that time; and

WHEREAS, 765 ILCS 160/1-25(i) of the Act, as amended, permits the Board of Directors by rule to conduct elections using electronic means or acceptable technology; and

WHEREAS, the Board of Directors has determined it to be in the best interests of the Association to permit and regulate (i) the use of electronic voting for any vote to be taken by Association Members upon a stated proposal or for the election of directors, (ii) the elimination of the use of proxies in elections where electronic voting is being used, (iii) electronic notice for meetings of the Members of the Association; and (iv) use of technology for conducting annual meetings and board meetings.

NOW THEREFORE, in furtherance of the above stated determinations, objectives and goals, the Board, by resolution and on behalf of the Association, does hereby adopt the following Resolution as follows:

I. DEFINITIONS

A. "Acceptable Technological Means" includes, without limitation, Electronic Transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

B. "Electronic agent" means a computer program or an electronic or other automated means used independently to initiate an action or respond to electronic records or performance in whole or in part, without review or action by an individual.

C. "Electronic record" means a record created, generated, sent, communicated, received, or stored by electronic means.

D. "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

E. "Electronic Transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

F. "Information Processing System" means an electronic system for creating, generating, sending, receiving, storing, displaying, or processing information which includes the Internet or the community or other network, whether by direct connection, intranet, telecopier, or electronic mail.

G. "Security Procedure" means a procedure employed for the purpose of verifying that an Electronic Signature, record, or performance is that of a specific person or for detecting changes or errors in the information in an Electronic Record. The term includes a procedure that requires the use of algorithms or other codes, identifying words or numbers, encryption, or callback or other acknowledgment procedures.

II. AUTHORITY TO ACCEPT VOTES OF OWNERS BY ELECTRONIC TRANSMISSION

B. 765 ILCS 160/1-85(b) of the Act provides that the "association, unit owners, and other persons entitled to occupy a unit may perform any obligation or exercise any right under any community instrument or any provision of this Act by use of acceptable technological means."

B. 765 ILCS 160/1-85(d) of the Act provides that “[V]oting on, consent to, and approval of any matter under any community instrument or any provision of this Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form.”

C. 765 ILCS 160/1-85(c) of the Act provides that “[A] signature transmitted by acceptable technological means satisfies any requirement for a signature under any community instrument or any provision of this Act.”

D. 765 ILCS 160/1-85(f) of the Act provides “[i]f any person does not provide written authorization to conduct business using acceptable technological means, the [Association] shall, at its expense, conduct business with the person without the use of acceptable technological means.”

III. ELECTION OF DIRECTORS BY THE OWNERS

A. The Directors are elected by the Members at annual meetings of the Members, as set forth in the Declaration and By-Laws.

B. All elections to the Board shall be conducted using electronic voting as described below, unless the Board decides not to utilize electronic voting for a particular election or vote.

C. Proxy votes, proxies and mail-in secret ballots, for the purpose of election of the Board of Directors, are prohibited. At the discretion of the Board, however, mail-in Association issued ballots, as described in Section 1-25(h-5)(3) of the Act, can be used in an election to the Board of Directors. Additionally, in the event an election is not conducted using electronic voting, then proxies and proxy votes are permitted.

D. The Board of Directors shall be authorized to employ the mechanics of electronic voting described in Article IV of this resolution to ensure that the vote cast by the Members for an individual candidate are secret.

IV. PROCEDURE FOR SUBMITTING VOTES BY ELECTRONIC TRANSMISSION

A. Electronic submission of votes shall only be permitted for, and this Article IV, shall only be applicable to, votes to be taken of the Association Members upon a stated proposal or for the election of directors. Electronic voting shall not be permitted and this Article IV shall not be applicable to any other vote of the Association.

B. Instructions regarding the use of electronic means or Acceptable Technological Means for voting shall be distributed to all Members not less than ten (10) and not more than thirty (30) days before the annual or election meeting.

C. For any elections the instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy. Additionally, the instruction notice must give the Member voting through Electronic or Acceptable Technological Means the opportunity to cast votes for candidates whose names do not appear on the ballot.

D. The Board of Directors shall have the authority to select and contract with an electronic voting company which employs an Electronic Agent and Information Processing System to administer any issue to be voted on electronically. In the event an electronic voting company is selected and utilized, the Association Members shall utilize such system and the procedures established by the selected electronic voting company, if any, shall control over those set forth below.

E. In the event that the Board of Directors decides not to utilize the services of an electronic voting company, the Board of Directors may accept Member votes sent by Electronic Transmission when such transmission contains information that will allow an objective determination that the Member authorized the transmission. Such transmission may be by facsimile ("fax") or electronic mail. It may also be made by sending information electronically to an Electronic Agent or secure, reliable Information Processing System authorized by the Board of Directors to accept such information.

F. Before a Member may send their vote by Electronic Transmission, the Member shall provide the Board of Directors or management with the following information:

2. The type of Electronic Transmission or Information Processing System to be used (i.e., a fax, electronic mail, etc.). The Member may specify more than one medium.
2. For each medium specified, the Member shall include:
 - a. The Electronic Signature that they will affix to the vote.
 - b. The Security Procedure to be included in the Electronic Transmission.

Collectively, these features form the basis upon which the Board may determine whether the Member authorized the transmission. The Board may reject the Electronic Transmission if any one of the above features is unclear provided that the Board shall specify the information upon which it relied in determining the vote invalid.

G. The instructions provided to the Member shall state that a Member who submits a vote using electronic or Acceptable Technological Means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that Member.

V. ELECTRONIC NOTICE PROCEDURES

A. The Board of Directors hereby adopts a policy that, notwithstanding any terms and provisions contained in the Declaration, By-Laws or the Act, the Member, as described below, can authorize electronic delivery of notices and other communications required to be delivered to each Member, provided the Member has given his/her written authorization. Each Member shall designate an electronic address or a U.S. Postal Service address, or both, as the Member's address on any list of Members which the Association is required to maintain.

B. Any electronic address provided by the Member pursuant to this Rule and Resolution shall be included in the Association's records for all other purposes of the Declaration, By-Laws and the Act.

C. Members who consent to receiving notices of meetings of the Association and any other communication from the Association by Electronic Transmission in lieu of mailed or hand-delivered notices shall receive electronic notice of annual and special meetings of Members. The consent submitted to the Association shall include the following:

1. A verified email address at which the Member shall receive notices;
2. A statement that the Member agrees to accept the communication and notices by Electronic Transmission and that said transmission shall substitute fully for mailed or hand-delivered notices.

D. A Member may revoke his or her consent to electronic notice and any other electronic communication if the Member provides written notice of revocation to the Association. It is solely the responsibility of the Member who has given consent to receive electronic notices and electronic communication to ensure that the Association is furnished with any changes to the email address to which notices are delivered. Unless and until the Member furnishes a revocation or amendment regarding said address, the Association shall be deemed to have complied with its notice requirement by delivering electronic notice to the last known address on file with the Association.

E. Directors may also receive notice of regular or special meetings of the Board by Electronic Transmission upon providing the consent form described above.

F. If any Member does not provide written authorization to conduct business using Electronic Transmission or other equivalent technological means, the Association, at its expense, shall conduct business with the person without the use of Electronic Transmission or other equivalent technological means.

VI. VIRTUAL MEETINGS

F. 765 ILCS 160/1-85(b) of the Act provides that the “[t]he common interest community association, unit owners, and other persons entitled to occupy a unit may perform any obligation or exercise any right under any community instrument or any provision of this Act by use of acceptable technological means.”

G. The Board of Directors hereby adopts a policy that allows “Meetings of the board” (as defined by 765 ILCS 160/1-5) and “Meetings of the members” to be conducted using Acceptable Technological Means.

H. That allow meetings must comply with the Notice requirements under the Common Interest Community Association Act and the Declaration and By-laws.

I. That all owners must be afford the opportunity to attend any such meeting and receive, as part of the required Notice, specific instructions on how to attend the meeting virtually which may include login information, website information and phone numbers.

GENERAL

A. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration and By-Laws.

B. The language of this Resolution shall govern any conflicts between this document and prior Rules and Regulations.

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

D. The Resolution and the procedures and remedies authorized herein shall be effective upon adoption and shall remain in effect until revoked by resolution by the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers: The Board of Directors shall have power to:

- a. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b. exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration:

- c. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors and
- d. employ a manager, an independent contractor, or such oilier employee as they deem necessary, and to prescribe their duties.
- e. to levy and collect fines, determined as reasonable by the Board of Directors of the Honeytree Association, from its members for violations of Declarations, By-Laws and Regulations of Honeytree Improvement Association after notice and an opportunity to be heard has been given to the members. That non-payment of these fines or continued violation of Declaration, By-Laws and / or Rules and Regulations of the Honeytree Improvement Association can result in a Forcible Entry and Detainer action and/ or further remedies as defined in Article V, Section 9 of the Declaration of Covenants, Conditions and restrictions for Honeytree.

Section 2. Duties: It shall be the duty of the Board of Directors to:

- a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one- fourth (1/4) of the class A members who are entitled to vote;
- b. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c. as more fully provided herein, and in the Declaration, to;
 - 1. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XIII, and
 - 2. send written notice of each assessment to every Owner subject thereto at least (30) days in advance of each annual assessment period;
- d. issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the insurance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e. procure and maintain adequate liability and hazard insurance on property owned by the Association;
- f. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- g. cause the common area to be maintained;

ARTICLE IX

COMMITTEES

Section 1. The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

- a. A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;
- b. A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board in its discretion determines;
- c. A Finance Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article XI, Section 8 (d). The treasurer shall be an ex officio member of the Committee. Various committee chairmen shall be notified to attend Board of Directors meetings when matters involving their respective committee are to be decided.

Section 2. It shall be duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE X

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not legal holiday.

Section 2. Special Meetings: Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership or who are entitled to vote one-fourth (1/4) of the votes of the votes of the Class A membership.

Section 3. Notice of Meetings: Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote there at, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, the day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum: The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If however, such quorum shall not be presented or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies: at all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers: The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers: The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of members.

Section 3. Term: The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal: Any officer may be removed from the office with or without cause of the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6 Vacancies: A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers: The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties: The duties of the officers are as follows:

President

- a. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

- b. The Vice-President shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- c. The secretary shall record the votes and keep the minutes and the proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such duties as required by the Board.

Treasurer

- d. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XII

INDEMNIFICATION

Section 1. The Directors and the Officers thereof or the Association shall not be liable to the members for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The members shall indemnify and hold harmless each of the Directors or Officers against all contractual liability to others arising out of contracts made by such Directors or Officers on behalf of the Association unless any contract shall have been made in bad faith or contrary to the provisions of the Declaration of Covenants, Conditions and Restrictions. The liability of any member arising out of any contract made by such Directors or Officers or out of the foresaid indemnity shall be limited to his proportionate share of the total liability there-under as his interest bears to the total number of members in the Association. Each agreement made by such Directors or Officers or by the managing agent, as the case may be, as agents of the Association.

ARTICLE XIII
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. By the Declaration each member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be _____ per Lot.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased in excess of 10% effective January 1 of each year without a vote of the membership.
- b. from and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessments may be increased in excess of 10% by a vote of the members, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.
- c. After consideration of the current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment totaling in excess of \$2500.00 shall have the assent of two-thirds (2/3) of the vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less

than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate. Both annual and special assessments must be fixed at uniform rate for all Lots (except for certain Lots as provided in Section 10, Article VI of the Declaration), and may be collected on a monthly basis, or such other basis as set by the Board of Directors.

Section 6. Quorum for Any Action Authorized Under Section 3 and 5. At the first meeting called, as provided in Section 3 and % hereof, the presence at the meeting of the members or the proxies entitled to cast sixty percent (60%) of all votes of each class membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 5, and the required quorum at any such 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.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first lot, except for certain lots be as provided in Section 11, Article VI of the Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessment on a specified Lot have been paid. A reasonable charge may be made by the Board for the insurance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of the delinquency at the rate of (7%) per annum, and the Association may bring any action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and the interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. In the event of any default by any Unit Owner in the performance of his obligations under the Act or under the Declaration, By-Laws, or rules or regulations of the Board, the Board, or its agents, shall have such rights and remedies in addition to those provided in the Declaration or these By-Laws, as shall otherwise be provided or permitted by law, including the right to take possession of such Unit Owner's interest in the property for the benefit of all the other Unit Owners by an action for possession in

the manner prescribed in the Forcible Entry and Detainer Act (Illinois Revised Statutes Chapter 57).

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding or conveyance in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments created therein: (a) all properties dedicated to and accepted by a local public authority and properties granted to or used by a utility company, (b) the Common area, (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Illinois, (d) such Lots to the extent exempted in subparagraph (d) of the Section 11, Article VI of the Declaration.

ARTICLE XIV

BOOKS AND RECORDS

The books records and the papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

ARTICLE XVI

AMENDMENTS

Section 1. The By-Laws may be amended, at a regular or special meeting of the

members, by a vote of a majority of the quorum of the members present in person or by proxy; except that the Federal Housing Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in any case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end of the 31st of December every year, except the first fiscal year shall begin on the date of incorporation.

IN' WITNESS WEREOF, we being all the directors of the Honeytree Improvement Association, have hereunto set our hands this 5th day of November, 1984.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Honeytree Improvement Association, an Illinois not for profit corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 5th day of November 1984.

Original Signature can be seen in office.

Secretary

ARCHITECTURAL CONTROL CODES

HONEYTREE IMPROVEMENT ASSOCIATION ARCHITECTURAL CONTROL CODE

Section 1 - General

1-1 Purpose and Statement of Authority: The Properties located within the Honeytree and Meadowwalk Subdivisions are presently subject to a number of regulations, rules and restrictions governing architectural matters. Those regulations, rules and restrictions are contained in various documents, including the Declaration of Covenants ("Declaration"), the Honeytree Improvement Association ("By-Laws"), the Honeytree Improvement Association Architectural Guidelines ("Guidelines"). Further, additional regulations, rules and restrictions have been adopted over the years by the Honeytree Improvement Association Board of Directors ("Board of Directors") and by the Membership of the Honeytree Improvement Association ("Members"). Prior to May, 1998, those regulations, rules and restrictions were not set out in a single document or in an organization format. The purpose of this Honeytree Improvement Association Architectural Control Code ("Code") is to state in a single code format document those rules, regulations and restrictions which govern Property construction, repairs, alterations, conditions and uses. Further, this Code establishes procedures and standards intended to ensure fair and uniform enforcement of these rules, regulations, and restrictions by the Architectural Control Committee ("Committee").

1-2 Intent: The intent of this Code is to enhance and protect the value, desirability and attractiveness of the real property governed by the Declaration of Covenants, Conditions and Restrictions for the Honeytree Subdivision, and additional properties that have been annexed thereto from time to time. Further, this Code is intended to promote the goals, objectives and intent of the Declaration and to facilitate the implementation and enforcement of those goals and objectives.

1-3 Scope: This Code establishes minimum standards for construction, alteration, maintenance and use of Lots and Units within the Honeytree Subdivision, (collectively the "Properties"?; establishes procedures and guidelines which shall apply to, govern, control, regulate, and/or restrict the alteration, change, constructions, building, erection, installation, location, modification, repair, replacement, re-siding, or re-roofing of any building or structure, (including, but not limited to antennas, decks, doors, driveways, fences, outdoor lighting fixtures, porches, sheds, skylights, stairways, walkways, and windows), or any portion thereof or appurtenance thereto; sets forth the rules of conduct for the Architectural Committee ("Committee") and Architectural Control Officer ("ACC") and any party making an application before them to do any work; and the procedures whereby Owners may appeal the decisions of the Committee and/or the ACO, or request extensions of time to complete work or repairs.

1-4 Rules of Interpretation: The language of this Code shall be interpreted in accordance with the following rules:

1. Words used in the singular number shall include the plural number and the plural the singular.
2. Words in the present tense shall include the past and future tense.

3. The word "shall" is mandatory while the word "may" is permissive.
4. The masculine gender includes the feminine and neuter.

1-5 Definitions: The following words and terms shall have the meaning indicated; Words and terms not defined in this provision shall have the meaning indicated by Common dictionary definition.

1. All words defined in the Declaration of Covenants, Conditions, and Restrictions for Honeytree and the By-Laws of the Honeytree Improvement Association shall have the same definition in the Code as though such definitions were fully Restated herein.
2. **Board of Directors (or Board):** The Honeytree Improvement Association Board of Directors.
3. **Exterior property:** The open space on a lot under the control of the Owners, or Occupants, Areas enclosed by fences shall be included as part of the exterior property if such area may be viewed, albeit a partially obstructed view, from any other Lot, Common Area, or public right-of-way.
4. **Graffiti:** In addition to the usual and customary meaning of defacing walls or structures with messages or slogans, "graffiti" shall also mean any letter, numeral, figure, emblem, insignia, picture, marking, character, diagram, symbol or representation where the contents thereof are visible from any other Lot, Common Area or public right-of-way also, as above which contains references to sexual activity or sexual organs, criminal activities or groups which promote or are involved in criminal activities, swearing or fighting words, or defamatory materials about any person which results in damage to, marring of, or the discoloration of any building, structure, vehicle, fence or equipment on any Lot.
5. **Occupant:** Every owner, any member of the Owners family, tenant or contract Purchaser who reside on the Properties, or any person exercising control over, or Otherwise responsible for the management of, any Lot.
6. **Premise:** Any Lot.
7. **Recreational Vehicle:** Any camping trailer, mobile home, mini motor home, Travel trailer, truck camper or van camper any towed recreational equipment Including the trailers for boats, other watercraft, snowmobiles, off-road Motorcycles, other off-road or all terrain vehicles.

2-6 Application of Governmental Regulations: This Code does not authorize Conduct or conditions that are prohibited by Village ordinance or other governmental regulations. The existence of a more stringent governmental regulation does not affect the rights or remedies of the Association to take action against a violator pursuant to Article V, Section 1, subpart (d) and/or Article XII of the Declaration.

1-7 Conflicting Provisions: Whenever a condition or requirement of the Code is in conflict with another condition or requirement imposed by a different provision of this Code, or any other rule, regulation or restriction adopted by the Association, the more restrictive provision shall govern. If any provision of the Code is determined to be in conflict with any part of the Declaration, that provision shall be deemed void without effect.

1-8 Severability: in the event a provision, or a portion thereof, is held to be illegal, invalid, void or unenforceable, for any reason, that provision, or the portion thereof, shall be severed from this Code. The enforceability thereof shall not affect the remainder of the Code. The remaining portions of the Code shall remain in full force, and effect and enforceability in accordance with its terms.

Section 2 - Exterior Property Areas

2-1 Exterior Conditions: All exterior property areas for each Unit shall be maintained in a clean, safe, neat and sanitary condition.

2-2 Grading: No owner or occupant shall grade, re-read, excavate, fill, contour, Change, modify or alter the topography of a Lot's exterior yard area in any manner which causes the accumulation of stagnant water or erosion of soil.

2-3 Walkways and driveways: All walkways, driveways, paths, stoops, porches, Stairways, and similar areas shall be kept in a proper state of repair and maintained Free from hazardous conditions. Asphalt driveways shall be free of large cracks and vegetation and shall be properly covered with a black coating. Concrete driveways shall be free of large cracks and vegetation.

2-4 Landscaping: All exterior property landscaping shall be maintained in Accordance with the following:

1. Free from weeds and plant growth in excess of six inches (6"), excluding trees, shrubs, cultivated flowers and gardens.
2. All noxious and nuisance weeds shall be prohibited.
3. Rows of shrubs and hedges within three feet (3') of a Units front property line shall be no higher than three feet (3').
4. All diseased trees and shrubs, or diseased portions thereof, shall be promptly removed.
5. Barren lawn areas are prohibited.

3-5 Pest Control: All structures and exterior property shall be kept free of rodent and insect infestation (including rats, skunks, wasps, hornets etc). All infestations shall be promptly exterminated or otherwise eradicated.

2-6 Rubbish, Garbage Junk and Debris:

1. All exterior property shall be free of any accumulation or rubbish, garbage, Junk, debris, or litter. Rubbish, garbage, junk, debris, and litter shall be placed in appropriate waste disposal containers.
2. Every owner and/or occupant shall dispose of such waste in a clean and sanitary manner.
3. Waste disposal containers shall not be placed in the view of other Lots, Common Areas, or public right-of-way more than twenty-four (24) hours prior to the scheduled garbage pick-up.
4. Empty waste disposal containers shall be removed from the view of the street within twelve (12) hours of garbage pickup.

2-7 Parking:

1. Recreational vehicles and trailers shall not be parked or stored on a Units premises.
2. No unregistered motor vehicles, nor any inoperable vehicle nor any vehicle in a state disassembly, disrepair or in the process of being stripped or dismantled shall be parked or stored in the exterior property area of a Unit.
3. Vehicles shall not be parked or stored on the lawn of the exterior property.

2-8 Signs: Not more than one (1) "For Sale", sign of not more than five square feet may be maintained on any Lot. No billboards, advertising signs, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot. National Flags shall be displayed in accordance with proper flag regulations.

2-9 Graffiti: Property and/or structures defaced by graffiti, or other acts of Vandalism, shall be cleaned, repaired, or otherwise restored to its previous condition within seventy-two (72) hours of the act.

2-10 Outdoor Storage: All clotheslines, equipment (including but not limited to lawn mowers, snow blowers, etc). Garbage cans, wood piles, and storage piles shall be kept indoors, or located in the side and/or rear yards areas of the Lot. When such items are located in the side and/or rear yards areas, such items shall be screened by adequate planting or fencing so as to conceal those items from view from any other Lot, Common Area or public right of way.

~~**2-11 Basketball Hoops and other Recreational Equipment:** Basketball hoops and other recreational equipment may not be permanently erected, built or installed on any Lot. Portable basketball Hoops and other recreational equipment may be used on a Lot, provided however, such equipment shall not be kept or stored overnight in any area within view of any other Lot, Common Area or public right of way.~~

IMPORTANT NOTICE

AMENDMENT TO THE ARCHITECTURAL CONTROL CODE

March 31, 2008

To all Honeytree Improvement Association Homeowners:

Below is a copy of a change to the Honeytree Improvement Association Architectural Control Code Section 2-11, Basketball Hoops and other Recreation Equipment, restricting the use of portable basketball hoops:

Basketball hoops and other recreational equipment may not be permanently erected, built or installed on any Lot. **Furthermore, portable basketball hoops may not be used.** Other recreational equipment may be used on a Lot provided; however, such equipment shall not be kept or stored overnight in any area within the view of any other Lot, Common Area, or public right-of-way.

(Original Copy from attorney available in office)

2-12 Exterior Lighting: All exterior lighting fixtures shall be maintained in good working condition. Cables and power cords shall be buried underground or otherwise concealed from view from any other Lot, Common Area or public right-of-way. Owners and occupants may display and illuminate decorative seasonal lighting provided; however, such lighting shall be for a term of no more than sixty (60) days.

Section 3 - Accessory Structures

3-1 General: All accessory structures, (including but not limited to storage sheds, Fences, decks, retaining walls, etc.) shall be maintained structurally sound and in good repair. All walking surfaces shall be safe and steady, and, if more than six (6) inches above grade, shall have appropriate guardrails or handrails. No accessory structure may be used as a residence, temporarily or permanently.

3-2 Fences: All fences shall be governed by the following requirements:

1. Fences must be of Shadow Box design or a non-enclosing decorative split rail design. Fence tops must be straight across, with dog ears up or with dog ears down. Post toppers may be used. Vinyl fencing is allowed with colors and types being approved by the ACC. Vinyl fencing colors shall be white or tan. Decorative fencing is allowed if approved by the ACC committee.
2. Fence coloration shall be limited to the following: (a) raw fencing which weathers and turns gray, clear sealers may be applied; (b) color stains approved by the Committee based on color samples received with ACC request for approval form.
3. Color stains, if used, must be maintained, and shall not be allowed to fade or discolor.
4. Fences shall not lean or sag or have or have missing planks or rails.
5. Fence heights shall not exceed six feet (6').
6. Chain link fences are specifically prohibited.

4-3 Sheds: All sheds shall be governed by the following:

1. Sheds shall be located behind the Units rear wall.
2. Shed coloration shall be any color approved by the Committee for house base or trim colors.
3. Shed height may not exceed six feet (6').

Section 4 – Exterior Structures

4-1 General: The exterior of all Units shall be maintained in good repair, structurally sound and sanitary.

4-2 Exterior painting/siding: The exterior of all Units shall be kept painted and/or sided at all times. Paint and siding colors, including both house base and trim, shall be a color approved by the Committee. All wood and metal surfaces, including but not limited to, window frames, doors, door frames, cornices, porches and trim shall be maintained in good condition. Peeling, flaking, chipping paint shall be eliminated and surfaces repainted. Front doors may be of any color approved by the ACC. Garage door color must match house trim color and gutters and downspouts must match house trim color.

4-3 Structural Members: All structural members shall be maintained free from Deterioration and rot and shall be capable of safely supporting the imposed loads.

4-4 Exterior Walls: All exterior walls shall be free of holes, breaks, loose or rotting Materials and maintained weather-proof and properly surface coated to prevent deterioration.

4-5 Foundation Walls: All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of pests.

4-6 Overhang extensions and decorative features: all overhang extensions and decorative features shall be maintained in good repair with proper anchorage and in a safe condition. All exposed surfaces shall be properly protected from the elements against rust or decay by application of weather-coating materials, such as paint or similar surface treatment, of an approved color.

4-7 Chimneys: All chimneys, and similar appurtenances, shall be maintained structurally safe and sound, and in good repair. All exposed surfaces shall be properly protected from the elements against rust and decay by application of weather-coating materials, such as paint or similar surface treatment, of an approved color.

4-8 Stairways, decks, porches, and balconies: Every exterior stairway, deck, porch and balcony and all appurtenances attached thereto, shall be maintained structurally safe and sound, and in good repair and capable of supporting the imposed loads. All surfaces shall be properly protected from the elements against rust or decay by application of weather-coating materials, such as paint or similar surface treatment, of an approved color.

4-9 Windows and doors: Every window and door and every window frame and door frame shall be kept in sound condition and good repair. Main entrance doors shall be the house base or trim color, or accent color approved by the Committee. Storm doors are permitted but shall be brown, white or the Unit's house trim color. Window frame color shall be the same color as the house trim. Garage door color must match house trim color.

4-10 Roofs: Every roof, flashing and skylight shall be governed by the following:

1. Every roof, flashing and skylight shall be sound, tight, and not have any defects that would admit rain.
2. Roof drainage shall be adequate to prevent dampness or deterioration to the Party Wall of a Unit.
3. Roof drains, gutters and down spouts shall be maintained in good repair and free of obstructions.
4. Gutters and downspouts shall be match house trim color.
5. Roof water shall not be discharged in a manner that creates a nuisance or damages another Lot or Unit.
6. Roofing shingle colors shall be any color approved by the Committee.
7. All roof areas for a Unit shall be the same color.

4-11 Street address: Each Unit shall have the assigned street number displayed in a position easily observed and readable from the public right-of-way. All numbers shall be in Arabic numerals with a height of between a minimum three inches (3") high to a maximum of eight inches (8") high and shall be mounted on a contrasting background. House numbers may not be painted or installed on garage doors.

4-12 Window air conditioners: Window mounted air conditioning units are Prohibited.

4-13 Garage doors: Every garage door and garage door frame shall be kept in sound condition and good repair. Garage door color shall match the house trim color.

4-14 Antennas: Exterior antennas, (including satellite dishes) must not exceed above the Unit's roof peak. Antennas shall be located behind the front wall of the Unit and shall at all times be screened from view from all other Lots, Common Areas and the public rights-of-way.

Section 5 - Exterior Work

5-1 Application: Prior to commencing any exterior work to construct, build, erect, install, repair, re-side, re-roof, modify, alter, change, locate, or re-locate any building or structure, (principal, accessory or ancillary and including, but not limited to; antennas, decks, doors, driveways, fences, landscaping or lawn fixtures, outdoor lighting fixtures, porches, sheds, skylights, stairways, walkways and windows), or any portion thereof or appurtenance thereto, the Owner, as his/her duly authorized representative, shall submit plans and specifications showing the nature, kind, heights, shapes, materials, color and location of such work. The Committee may require that any applications made by an Owner's representative be accompanied by proof of the representative's authority. Some alterations or repairs may need the Village approval and permit despite ACC approval and cannot proceed with such repairs without Village permits.

5-2 Review of Application: The Committee shall review all requests for exterior work and render a decision within thirty (30) days of submittal thereof. The Committee shall make every effort, though not be required to render a decision within seven (7) days of submittal. The date of submittal shall be the date such application was received at the Honeytree Association office by a designed Association employee. The Committee shall consider all applications for exterior work on the proposed work's harmony of external design and location, in relation to surrounding structures and topography. The Committee may take into consideration recent trends in the house building and architectural fields. If the application or the accompanying plans or specifications are deficient or incomplete in any way, the Committee may require the Owner to submit additional information or more detailed plans, specifications, samples, etc., In the event that the Committee requires additional information or more detailed plans, specifications, etc., The thirty (30) day period in which a decision must be made will not begin to run until after such supplemental submittal is made by the Owner.

5-3 Approval and Denial: The Committee shall issue an approval or a denial, in whole or in part, of all applications for exterior work. The Committees decision shall; be by a simple majority consensus, in writing, and on an approved form. An Owner may appeal the denial, in whole or in part, of any application may be appealed by the Owner to the Board in accordance with the procedures set forth in Sections 6-4 through 6-6, below.

All approvals are subject to the Owner obtaining the appropriate Village approvals and permits. If the Committee fails to act on an application within thirty (30) days of submittal, the application shall be deemed granted.

5-4 Delegation of Duties: The Committee may delegate to the Chairman, as the ACO, Authority to approve or deny applications for exterior work, without Committee Action, which involves the following:

1. Any repair or replacement which does not change the existing exterior appearance.
2. Painting or staining using existing color, or painting, or staining using colors which have been previously approved by the Board.
3. Siding, re-siding, or re-roofing of a building or structure using color which have been previously approved by the Board.
4. Granting a first-time request for extension of time to perform work to Correct a Code violation.
5. Sign forms acknowledging Properties status regarding ACC Compliance.

6-5 Timely Completion of Work: All work approved pursuant to this Code shall be Commenced within sixty (60) days from the date such approval was granted. In the event the Owner is unable to commence work within this period, the Owner may request, in writing, for up to thirty (30) day extension. All work, once commenced shall be completed in a timely and workmanlike fashion. Work shall, in all cases be completed within ninety (90) days of commencement, unless otherwise approved by the Committee.

5-6 Revocation of Approval: The Committee may revoke an approval when there has been a false statement or misrepresentation in an application, or with any of the materials submitted therewith, or in any case where an approval is issued in error such that it would result in nonconformance with this Code, or the Association By-Laws and Declaration.

5-7 Compliance with Approved Plans: all work shall conform to the approved application and plans, specifications, etc. for which the approval was issued, and may be approved amendments thereto. An Owner may amend his application by submitting a written request to the Committee. Amendments shall be reviewed in the same manner as a new application for work.

5-8 Work Restrictions: All work shall comply with the following restrictions:

1. No work shall begin before 8:00 am Monday through Saturday or before 9:00 am on Sunday and all work shall end by 9:00 pm Monday through Sunday if the same are accompanied by loud or annoying noises.
2. No Common area shall be obstructed, used for the storage of materials or Equipment, or used as a workspace, in the course of any work authorized Pursuant to this Code.

3. All work shall be performed in a manner so as to minimize the amount of Dust, air-borne particulate matter, work lighting, noise, odors, smoke and Vibrations detectable on other Lots and Common Area.

5-9 Stop Work Order: The Committee, or ACO, may issue a stop work order to any Owner who is performing work in violation of Section 5-6 through 5-8, above. The stop work order shall specify the nature of the violation. The Owner may resume Work upon correcting the violation to the satisfaction of the Committee, or otherwise presenting an acceptable plan for bringing said work into compliance. An owner who disregards a Stop Work Order shall be in violation of this Code and may be subject to the appropriate proceedings brought by the Association.

Section 6 - Administration

6-1 Organization: The administration of this Code is hereby vested in the following:

1. Architectural Control Committee
2. Board of Directors
3. Members of Honeytree Improvement Association

The Architectural Control Committee ("Committee")

1. Shall be comprised of a minimum of three (3) members with a maximum of six members.
 - a. At least one member the Chairman, shall be a Board member appointed by the President of the Board of Directors with the Board's confirmation. Additionally, there may be two (2) additional Board members and Three (3) non-board members appointed by the President and confirmed by the Board.
 - b. The Chairman shall also serve as Architectural Control Officer ("ACO").
 - c. Actions and decisions of the Committee may be authorized by a simple majority vote of a meeting quorum, or, by writing in the case of an exterior work application approval and denial.
2. Shall perform all functions mandated by By-Laws and Declarations.
 - a. Review written requests for exterior changes or additions within thirty (30) days of submittal.
 - b. Submit written approvals or disapprovals of such requests to the Board for confirmation, modification, or reversal.
3. Shall perform additional functions as directed by the Board.
 - a. Review and recommend to the Board any changes, amendments and/or revisions to this Architectural Control Code ("ACC").
 - b. Conduct at least bi-annually, a neighborhood inspection to identify Lots, not in compliance with the terms and conditions mandated by this Code.
 - c. Investigate resident complaints regarding Lots with violations of this Code.
 - d. Whenever a Lot is determined to be in violation of this Code issue a notice of such violations (s) in accordance with the Code, or otherwise direct, Association staff to take such actions.
 - e. Report to the Board status of all violations of this Code.

- f. Identify and prioritize for the Board those Lots, Owners and Occupants requiring further enforcement action to rectify such violations, including recommendations as to specific course of action to be taken.
- g. Recommend to the Board any changes, amendments or revisions to the By-Laws, and Declarations necessary to improve the implementation and enforcement of this Code, the Association By-Laws, and Declarations.
- h. Liaison with Village Code Enforcement officials.
- i. Conduct at least, annually an open meeting for the purpose of soliciting ideas and recommendations from Association residents regarding architectural control matters. Such meeting shall not require a quorum of the Committee but may be held at the call of the Chairman with at least one (1) Committee member present who shall preside at such meeting.
- j. Develop Committee rules governing the conduct of its own meetings, establish procedures, approve forms, and review its methods.

Board of Directors

- 1. Shall confirm, or reject, the President's appointment of all Committee members and the Committee Chairman.
- 2. Shall review and act upon every written approval or disapproval submitted by the Committee to the Board. Such action may include the confirmation, modification, or rejection of the committee's act.
- 3. Shall hear all appeals brought pursuant to Sections 6-4 through 6-6, below.
- 4. Shall conduct public hearings, as needed, to address architectural control matters.

Members

- 1. May amend the Declaration and By-laws of the Association, as needed, pursuant to the terms thereof, which amendments affect or pertain in any way to the architectural control matters of the Association and Properties.

6-2 Record Keeping: The Committee shall keep copies of all its records, including but not limited to applicants for exterior work, approvals/denials of applications, notices of violations, requests for extensions of time, appeal requests, etc., at the Associations offices. An Owner shall be permitted to review all documents pertaining to His/her property, during regular Association business after a reasonable period of time for the Committee or Association employees to compile or prepare such records.

6-3 Violations: Any owner or occupant who violates, or any Owner or Occupant who directs or causes or allows another person, persons, firm, or corporation to violate, or any Owner or Occupant who fails to abate, clean-up, correct remedy, rectify, repair, remove, cease, or discontinue any condition or act prohibited by the terms and conditions of this Code shall be subject to the sanctions and legal action to the sanctions and legal action available to the Association under Article V, Section 1 (d) and Article XII, Section 1 of the Declaration Article VIII Section 1 (e) and any other appropriate provisions as may be adopted from time to time .

See Appendix (I) Architectural Control Codes:

Defines the remedies regarding major violations/infractions to the Architectural Control Codes.

6-4 Notices of Violations: Whenever the Committee, or ACO, determines that there exists a violation of this Code, the Committee, or ACO, shall cause to be issued to the Owner of the Lot where on the violation is located a Notice of Violation. The Notice of Violation shall be in form approved by the Committee that, at a minimum, shall state the address of the violation, applicable Code provision violated and brief description of the violation. The Notice of Violation shall further state that the Owner has a specified period of time to abate or otherwise rectify the violation, based upon the nature of the violation, and that the Owner may appeal the notice of Violation to the Board of Directors.

6-5 Notice of Appeal: Any action of the Committee, or ACO, may be appealed to the Board of Directors within thirty (30) days of the action being taken. The notice of an appeal shall be in writing and shall contain the following information: the name and address of the party bringing the appeal, the address of the Lot or Unit effected by the decision being appealed (if different from the appellant); a statement identifying the decisions of the Committee, or ACO, being appealed and the date of the said decision, a short statement explaining how and why the decision should be revised or rejected.

6-6 Conduct of an Appeal Proceeding: The Board shall conduct a hearing in accordance with Section 6-7, below, within thirty (30) days of receipt of the notice of appeal to bear such matter. The filing of an appeal stays enforcement of this Code and the imposition of any sanctions by the Association pending the Outcome. The Owner may request a bearing more than thirty (30) days from the date of the notice or a continuance of a scheduled hearing for cause, but in such cases the stay of enforcement shall be lifted and any remaining time for compliance shall run. The Board may, at any time, review a notice of Appeal and, if the notice is deficient in any respect, terminate the appeal. Should this occur, the Owner shall have at least five (5) days to file an Amended notice of Appeal. In all cases the Owner bears the burden of showing that the present evidence on his/her behalf. The Committee may also call witnesses and present evidence in support of its action. The Board may restrict testimony, or evidence, which the Board deems not relevant or repetitive. The Board shall issue a decision on

the appeal within five (5) days. The Board may confirm, modify or reject the Committee's action.

6-7 Hearings: The Board shall periodically conduct hearings at the Association offices, or other suitable location, to hear appeals, or other matters. Notice of such hearings, including the Notice of Appeal, shall be posted in the office clubhouse at least three (3) business days prior to any such hearing. The hearing shall be open to the public. At the opening of a hearing, the presiding Board member shall make a statement describing the nature of the bearing. After the opening statement all interested parties shall be given a reasonable opportunity to make brief statements for the record.

Written statements and all relevant documents shall be accepted by the Board and put into the record. Board members assigned to the Committee shall not participate in the Board's deliberations and vote on any appeal, nor shall such members be counted for the purpose of establishing a Board's quorum.

6-8 Amendment: Upon adoption, this Code may only be amended by a super-majority vote of the Board. The Board shall vote upon any proposed amendment submitted by an Owner and accompanied by a petition signed by at least forty (40) owners within (30) days of such submittal.

6-9 Effective Date: The adoption of this Code in no way effects or changes the terms or effective date of the Declaration of Covenants, Conditions and Restrictions, or the Honeytree Improvement Association By-laws, but rather restates and republishes those parts thereof which relate to architectural control matters. All provisions not contained in a prior enactment shall be effective May 19, 1998.

APPENDIX

APPENDIX # 1

For any major violation of the ACC By-Laws, as interpreted by the Architectural Control Committee, the following process will be in effect:

Note: All violations shall be announced to the Homeowner via regular mail, E-mails may also be used but not in place of U. S. Mail.

1st Notification of Violation:

Warning in the form of a letter with 1st notification of ACC violation. The homeowner has 30 days to correct the violation or appear at the next open Board Meeting to work out an approved settlement or contest the violation. The homeowner may request a 30-day extension from the Architectural Control Committee. This request must be in writing and within the first 30 days of notification.

2nd Notification of the same Violation:

A fine of \$25.00 shall be levied on the 31st day from the initial notification against the homeowner who has not resolved the initial violation to the satisfaction of the Honeytree Homeowners Association Board.

- a. This fine shall not be payable until such time as the violation has been resolved to the satisfaction of the Honeytree Homeowners Association Board.

3rd Notification of the same Violation:

A fine of \$50.00 shall be levied 30 days from the second notification of violation on the homeowner who has not resolved the initial violation to the satisfaction of the Honeytree Homeowners Association Board.

- a. This fine will not be payable until such time as the violation has been resolved to the satisfaction of the Honeytree Homeowners Association Board.

The Process if the violation has not been resolved to the satisfaction of the Honeytree Homeowners Association Board 30 days after the 3rd notification of the same violation:

A fine of \$100.00 shall be levied monthly against the Homeowner in violation for a period of time up to six months. If, after the sixth month, the initial violation still has not been resolved to the satisfaction of the Honeytree Homeowners Association Board, the Board may institute court action or take any other action allowable by law in order to collect the fines levied. In addition, action may be taken to evict the homeowner in violation.

Note: Although no payment can be made with regard to any violation until such time as the violation has been resolved to the satisfaction of the Honeytree Homeowners Association Board; all association dues must continue to be paid in the normal manner.

