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**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR THE COURTS OF RUSSETWOOD  
HOMEOWNERS ASSOCIATION**

**This document prepared by and after  
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**TABLE OF CONTENTS**

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR THE  
COURTS OF RUSSETWOOD HOMEOWNERS ASSOCIATION**

<u>Section</u>	<u>Page</u>
<b>Article I — Definitions .....</b>	<b>2</b>
1.01 Association .....	2
1.02 Property .....	2
1.03 Common Area.....	2
1.04 Common Facilities .....	2
1.05 Dwelling Unit.....	2
1.06 Owner .....	2
1.07 Member.....	2
1.08 Lot .....	2
1.09 Board .....	3
1.10 Occupant .....	3
1.11 Family .....	3
1.12 By-Laws .....	3
1.13 Rules and Regulations .....	3
 <b>Article II — Membership.....</b>	 <b>3</b>
 <b>Article III — Voting Rights and Board of Directors .....</b>	 <b>3</b>
 <b>Article IV — Provisions Relating to the Common Area and Common Facilities.....</b>	 <b>4</b>
 <b>Article V — Maintenance of Common Area and Common Facilities and Dwelling Units.....</b>	 <b>7</b>
 <b>Article VI — Covenant for Maintenance Assessments.....</b>	 <b>8</b>
 <b>Article VII — Insurance.....</b>	 <b>10</b>
 <b>Article VIII — Restrictions Relating to Property.....</b>	 <b>11</b>
 <b>Article IX — Leasing of Lots .....</b>	 <b>15</b>
 <b>Article X — Miscellaneous.....</b>	 <b>16</b>
 <b>Exhibit A — Legal Description</b>	
<b>Exhibit B — By-Laws</b>	

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
THE COURTS OF RUSSETWOOD HOMEOWNERS ASSOCIATION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE COURTS OF RUSSETWOOD made and entered into on the 3rd day of December, 2007, by the COURTS OF RUSSETWOOD HOMEOWNERS ASSOCIATION ("Association") by and through its duly elected Board of Directors ("Board").

WITNESSETH:

WHEREAS, the Association governs a certain parcel of real estate in the Village of Arlington Heights, County of Cook and State of Illinois which real estate is legally described in Exhibit "A" hereto attached and made a part hereof by reference; and

WHEREAS, the original developer ("Declarant") constructed a planned unit development containing detached single family units together with certain common facilities which require uniformity and continuing care and maintenance for the privacy, benefit and enjoyment of all persons owning and residing in the units; and

WHEREAS, in order to achieve these goals, the developer recorded a Declaration of Covenants, Conditions and Easements for the Courts of Russetwood in the Office of the Recorder of Deeds of Cook County as Document No. 24348061 (the Original Declaration") on March 2, 1978; and

WHEREAS, the duly elected Board of Directors of the Association and successor to the Declarant have deemed it desirable for the efficient preservation of the values and amenities of the development to amend the original Declaration which delegated and assigned the powers of maintaining and administering the Common Areas, and the administering and enforcing the covenants and restrictions hereinafter contained and created; and

WHEREAS, in accordance with Section 11.03 of the Original Declaration, more than 60% of the voting members have approved the updating and modification of the Declaration;

NOW, THEREFORE, the Board of Directors on behalf of the Association hereby declares that the original Declaration of Covenants, Conditions, Restrictions and Easements shall be amended and superseded and that the following easements, covenants, restrictions, conditions and burdens, uses, privileges, charges and liens shall: (1) exist at all times hereafter amongst all parties having or acquired right, title or interest in any portions of the real estate (2) be binding upon and inure to the benefit of

each Owner (as hereinafter defined) and (3) run with the land subjected to this Declaration, to be held, sold and conveyed subject thereto.

## ARTICLE I

### DEFINITIONS

Section 1.01. "Association" shall mean and refer to The Courts of Russetwood Homeowner's Association, an Illinois General Not For Profit Corporation.

Section 1.02. "Property" shall mean and refer to that certain real estate described in Exhibit "A".

Section 1.03. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all members of the Association. The Common Area shall at all times be owned by the Association which is legally described in Exhibit "A" hereto attached.

Section 1.04. "Common Facilities" shall mean any tangible property, equipment or structures owned by the Association for the common use and enjoyment of all members of the Association.

Section 1.05. "Dwelling Unit" shall mean a detached residential housing unit consisting of a portion of a building wherein the exterior walls enclose a group of rooms which are designed or intended for the exclusive use as living quarters for one Family, as hereinafter defined. For the purposes of determining membership in the Association, each Dwelling Unit shall be considered as a separate and individual unit. If two or more Dwelling Units are owned by the same owner, or combined and occupied by a Family, each Dwelling Unit as constructed shall be considered as a separate Dwelling Unit under this Amended and Restated Declaration.

Section 1.06. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, as hereinafter defined, which is part of the Property including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall also include the beneficiaries of a living trust or land trust so long as they maintain the power of direction.

Section 1.07. "Member" or "Voting Member" shall mean and refer to any person or entity who holds membership in the Association by virtue of ownership of a Dwelling Unit.

Section 1.08. "Lot" shall mean and refer to a platted lot owned in fee simple upon which there is a recorded subdivision map of the Property and upon said lot wherein there is one Dwelling Unit constructed.

Section 1.09. "Board" shall mean the Board of Directors of the Association as constituted at any time or from time to time, in accordance with the applicable provision of Article III.

Section 1.10. "Occupant" shall mean any person or persons other than an Owner in possession of a Dwelling Unit.

Section 1.11. "Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic servants or caretakers, maintaining a common household in a Dwelling Unit.

Section 1.12. "By-Laws" shall mean the By-Laws of The Courts of Russetwood Homeowner's Association, a copy of which is attached as Exhibit "B" hereto and by this reference made a part hereof.

Section 1.13. "Rules and Regulations" shall mean and include those obligations, guidelines, and restrictions adopted by the Board and deemed necessary by the Board in their sole discretion for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants.

## ARTICLE II

### 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 a contract seller, or beneficiary of a title-holding trust with the power of direction, shall be considered 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. 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 of membership.

## ARTICLE III

### VOTING RIGHTS AND BOARD OF DIRECTORS

Section 3.01. The Association shall have one class of voting membership.

Section 3.02. No owner of any interest in any Lot shall have any right or power to disclaim, terminate or withdraw from his shareholding or membership in the Association or any of his obligations as such shareholder or member, and no purported disclaimer, termination or withdrawal thereof or there from on the part of any such owner shall be of any force or effect for any purpose.

**Section 3.03.** The Association shall have a Board of five (5) Directors, unless the number of Directors is otherwise altered as provided in the By-laws, who shall be elected by the Members as provided for in the By-Laws of the Association, except that vacancies in said Board occurring between regularly scheduled meetings of the Members may be filled by a vote of two-thirds majority of the remaining directors. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board. Except as expressly otherwise provided by the charter or By-Laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board from time to time and its officers under the direction of said Board, and shall not be subject to any requirement of approval on the part of its Members. The Articles of Incorporation and By-Laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

**Section 3.04.** Whenever possible, the Association shall perform its function and carry out its duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the Board shall determine, which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the Board shall determine from time to time. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Property or any part thereof. The Association itself shall also have power to perform its functions and carry out its duties.

**Section 3.05.** The Association, through the resolutions of the Board, shall have the right to adopt Rules and Regulations governing the Lots and the use thereof.

**Section 3.06.** The books and records to be kept by the Board shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing at such reasonable time or times during normal business hours as may be requested by the Owner or his representative.

#### **ARTICLE IV**

#### **PROVISIONS RELATING TO THE COMMON AREA AND COMMON FACILITIES**

**Section 4.01.** The title to the Common Area and Common Facilities shall be held in the name of the Association for the benefit of all of the Members. Every Owner shall have a right and easement of ingress and egress in, over, upon and to the Common Area and Common Facilities, and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) 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 Common Facilities and in aid thereof to mortgage said property, and the rights of

such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public 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's) of the votes agreeing to such dedication or transfer.

Section 4.02. The Common Area consists of private streets, cul-de-sacs and paths as are necessary to provide ingress and egress to and from the Lots for the use and benefit of the Owners of the Lots and their guests and invitees, and such landscaping and spaces for the parking of motor vehicles as the Association shall from time to time determine and shall be in compliance with such governmental laws, ordinances and regulations as shall be applicable from time to time.

Section 4.03. An easement is hereby granted to the Village of Arlington Heights (the "Village" herein) and the Sanitary District serving the Property, if any, to go upon the Property for the purpose of police and fire protection services and to maintain and repair those portions of the Property (walks, roads, streets, sanitary sewer and water mains and lines and detention facilities) which the Village or the Sanitary District shall deem to require maintenance or repair for the purpose of (a) keeping the private streets and walks thereon open at all times for the passing of fire, police and other emergency vehicles, personnel and equipment and for (b) keeping such facilities functioning for their intended purposes. Except in the event of emergency situations, the Village or the Sanitary District shall serve written notice upon the Association or Owners setting forth the manner in which the Association has failed to maintain or repair the walks, roads, streets, sanitary sewer and water mains and lines and detention facilities in reasonable condition and said notice shall include a demand that such deficiency in maintenance or repair be cured within 30 days from the date such notice is received. If such deficiency has not been cured within 30 days or any extension thereof, the Village or the Sanitary District may exercise said easement by entering the Property and performing such maintenance or repair. The Association shall reimburse the Village or the Sanitary District from all expenses incurred by it in performing such maintenance or repair. If the Association has not reimbursed the Village or the Sanitary District in full for all such expenses incurred within 90 days after receipt of a bill detailing such expenses, then the cost of such maintenance or repair not so reimbursed shall be assessed in equal shares against the Lots and shall become a lien upon such Lots and the Dwelling Units constructed thereon. Such lien shall be subordinate and inferior to the lien of any prior mortgage such Lots securing a loan by any financial institution regularly engaged in the business of making first mortgage loans upon real estate situated in Cook County, Illinois. Such charges shall have the same force and effect as assessments levied by the Association and the Village or Sanitary District shall have all and the same remedies as are provided herein for the Association for the purpose of collecting delinquent assessments. Nothing herein contained shall require notice from the Village prior to the entry by the Village upon the Property for the purpose of repair and maintenance of any

facilities owned by the Village and a perpetual easement is hereby granted to the Village for the purpose of entering upon the Property for repair or maintenance of Village facilities at any times at the sole discretion of the Village or its authorized representatives.

**Section 4.04.** Any Member may delegate, in accordance with the By-Laws, his right of ingress and egress to the Common Area and Common Facilities to the members of his family, his tenant, guests, or contract purchasers who reside on the Property, subject to the Rules and Regulations duly adopted by the Board as more fully provided herein.

**Section 4.05.**

(a) The Association shall have the right to build, construct, reconstruct, repair and maintain the Common Area and all Common Facilities.

(b) The Association shall have the right of ingress and egress over and upon the Property for any and all purposes connected with the use, maintenance, construction, operation, repair and reconstruction of the Common Area and Common Facilities.

(c) The Association, through resolutions of the Board, shall have the right to adopt Rules and Regulations governing the use, maintenance and administration of the Common Area and Common Facilities and for the health, comfort, safety and general welfare of persons using the Common Area and Common Facilities.

(d) No building, fence, wall or other structure or landscaping shall be commenced, erected or maintained upon the Property except such as are installed or approved by the Board in connection with the initial construction of the homes upon the Property, nor shall any exterior addition to the Property, change or alteration therein, or change or alteration in the exterior appearance of a Dwelling Unit be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, and the grading plan and landscaping plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board or by an architectural committee of three (3) or more persons appointed by the Board. In the event the Board, or its architectural committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in the event if no suit to enjoin the addition, alteration or change has been commenced within thirty (30) days of the completion thereof, approval will not be required and this Section will be deemed to have been fully complied with.

**Section 4.06.** Notwithstanding any provisions herein to the contrary, the easements hereinafter created shall be subject to easements of record on the date



hereof, including those easements granted on the Plat of Subdivision recorded with the Original Declaration in the Office of the Recorder of Deeds of Cook County, Illinois, and any easements which may hereafter be granted by Declarant to any public utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water mains and pipes, or any other utility services serving any Lot or any portion of the Common Area and Common Facilities.

Section 4.07. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area and Common Facilities to or for any public use or purpose whatsoever.

Section 4.08. The Common Area will be subject to utility easements for sanitary and storm sewers, water, gas, electricity, telephone, cable television and any other necessary utilities. If any such utilities are not installed or any easements not created for the same prior to conveyance of the Common Area, the Association may grant such easement or easements.

## ARTICLE V

### MAINTENANCE OF COMMON AREA AND COMMON FACILITIES AND DWELLING UNITS

Section 5.01. The Association shall determine and carry out or cause to be performed all maintenance, improvements and repair of the Common Area and Common Facilities and all the private streets, landscaping, ponds, facilities for the supply of water, gas, electricity, removal of sewage and other utilities other than those maintained by the Village or any other governmental entity. The private streets shall be kept free of snow and other obstruction so as to be open for the passage of fire, police and other emergency vehicles, personnel and equipment at all times, and the Owners shall be obligated and responsible therefore in any case in which the Association shall fail to so do. In the event the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject. The Association shall further maintain all parkways located at the perimeter of and adjacent to the Property. The Association shall not be responsible for maintenance of the Dwelling Units.

Section 5.02. The Association shall pay, as agent and on behalf of the Owners and out of the funds furnished to it by them for such purposes, all taxes and other governmental impositions levied upon the Common Area or any part thereof. Upon the vote of a two-thirds majority of the Board, the Association may seek relief or reduction of the amount of the real estate taxes levied on the Dwelling Units and/or the Common Areas.

Section 5.03. Each Owner shall have the obligation to maintain in good condition and repair his Dwelling Unit, driveway, patio, and walkways located on his Lot. Upon the

failure of any Owner to maintain his Lot in a manner satisfactory to the Association, the Association, upon written notice, through its agents and employees, is hereby granted the right to enter upon the Lot and make such reasonable repairs, maintenance, rehabilitation or restoration of the premises as may be necessary, and the costs thereof shall become a lien upon the Lot in the same manner as provided in Article VI hereof for nonpayment of maintenance assessments.

Section 5.04. The storm water detention facilities to be located on portions of the Common Area shall be owned and maintained by the Association. The Village of Arlington Heights shall have no responsibility for the repair, maintenance and operation of said facilities except for the inletting and outletting storm sewers. The detention facilities shall be maintained at full designed capacity as approved by the Village and the Metropolitan Sanitary District of Greater Chicago under Permit No. 77-348. The Association hereby releases and holds harmless the Village from any obligations and/or responsibility to repair, operate or maintain said detention facilities.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.01. Each Owner of a Lot owned within the Property, 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 herein after 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 Lot against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. The personal obligations shall not pass to his successors in title unless expressly assumed by them.

Section 6.02. 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 Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of such Common Area and Common Facilities situated upon the Property. Such uses shall include but are not limited to, the cost of the Association of all taxes, insurance, repair, replacement and maintenance of the Common Area and Common Facilities, and other facilities and activities including, but not limited to, mowing grass, caring for the grounds, landscaping; and other charges required by this Declaration of Covenants, Conditions, Restrictions and Easements or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, replacements,

taxes and other charges as specified herein. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, such as water, which is charged to the common expenses.

Section 6.03. The Board shall be authorized to establish the annual assessment in an amount sufficient to meet the costs and expenses as contained in section 6.02 hereof.

Section 6.04. In addition to the annual assessments authorized above, the Association may levy in any assessment year an additional 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 and Common Facilities, including the necessary fixtures and personal property related thereto.

Section 6.05. Both annual and non-recurring assessments must be fixed at a uniform rate for all Lots, without exception, and shall be collected annually, semi-annually or on such other basis as the Board deems fit.

Section 6.06. The first installment of the annual assessments provided for herein shall commence for all Lots within the Property on the first day of January for each fiscal year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and send a copy of the proposed budget to each Owner. Written notice of any change of the annual assessment shall be sent to every Owner subject thereto. The frequency of assessment billings, whether annually, semi-annually, quarterly or monthly, shall be determined by the Board and be due on a date determined by the Board. An Owner shall first be liable for payment of the full monthly assessment on the 1st day of the month following conveyance of title to him. This payment shall be in addition to the prorated portion of the assessment which Owner shall pay as of the date title to his Lot is conveyed. The Association shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid and, if not so paid, the amount of any such deficiency, plus interest at such rate as allowed by law as well as any late fees or penalties as provided in the Rules and Regulations duly adopted by the Board. A reasonable charge may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein.

Section 6.07. 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 such rate as allowed by law. In addition, the Board may also levy a late fee. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property or file an action in Forcible Entry and Detainer, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot, hereby expressly

vests in the Association, or its agents, the might and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, except that the court shall restrain the defaulting Owner from reacquiring his interest in such judicial sale.

Section 6.08. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed on the Lots prior to the effective dates of such liens provided, however, that such prior recorded mortgage shall be subject to the lien of all unpaid assessments with respect to such Lot which become due and payable subsequent to the date the holder of said mortgage purchases said property on the first day of the month following the Sheriff's sale.

## ARTICLE VII

### INSURANCE

Section 7.01. The Association shall be responsible for procuring and maintaining comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, the manager and managing agent of the Property, if any, and their respective employees and agents, from liability in connection with the ownership and/or use of the Common Area and Common Facilities and the streets and sidewalks adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The Association shall be further responsible for maintaining such policies of insurance for the Common Area and Common Facilities against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time deem prudent. The Association shall not be responsible for insuring the Dwelling Units unless approved by a two-thirds (2/3) majority of the Owners.

Section 7.02. Each Owner shall maintain in full force at all times insurance covering his Dwelling Unit consisting of, or providing all the protections afforded by, the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to one hundred percent (100%) of the full insurable value thereof, with loss payable on the basis of the cost of replacements without deduction for depreciation, less a deductible amount. In the event the Dwelling Unit or any portion thereof shall be damaged or destroyed by fire or other casualty, the Owner shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly

as possible to at least as good a condition as existed immediately prior to such damage or destruction and in the same architectural style and design as originally constructed by the beneficiary of the Declarant.

## ARTICLE VIII

### RESTRICTIONS RELATING TO PROPERTY

Not as a means of limiting any other provisions of this Declaration, the following restrictions are subject to the Rules and Regulations of the Association, as may be adopted and amended by the Board from time to time:

Section 8.01. Each Lot conveyed has been designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

Section 8.02. The Lots shall be used only for residential purposes, as a private residence, and no professional business or commercial use shall be made of the same, or any portion thereof or resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or resident, except that the lot restrictions contained in this Section shall not be construed in such a manner as to prohibit an Owner from (a) maintaining his personal or professional library therein; (b) keeping his personal, business or professional records or documents therein; or (c) handling personal business or professional telephone calls or correspondence therefrom. All owners are required to comply with the occupancy restrictions contained in the ordinances of the Village of Arlington Heights, as amended from time to time.

Section 8.03. No buildings other than detached residences for a single-Family occupancy shall be constructed as the Dwelling Units.

Section 8.04. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used as a Dwelling Unit at any time, either temporarily or permanently.

Section 8.05. No advertising sign, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Dwelling Unit or Lot, except as permitted in the Rules and Regulations duly adopted by the Board.

Section 8.06. Any Owner installing a satellite dish must be in compliance with the current regulations of the Federal Communications Commission, the ordinances of the Village of Arlington Heights, and any rules and regulations adopted by the Board. Satellite dishes greater than one (1) meter in diameter are prohibited.

Section 8.07. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other common household pets (not to exceed the allowable number of pets in a dwelling as provided in the ordinances of the Village of Arlington Heights, as amended from time to time) provided, however, that they are

not kept, bred, or maintained for any commercial use. All owners must comply with the ordinances and regulations of the Village of Arlington Heights, as amended from time to time, with regard to the keeping of animals on the Property.

Section 8.08. All rubbish, trash, or garbage shall be kept screened by adequate planting or fencing so as not to be seen from neighboring Dwelling Units and streets, and shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Garbage shall not be burned on the Lots.

Section 8.09. An Owner shall not engage in any act nor perform any work that will impair the structural soundness or integrity of the property of another Owner or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other properties of their owners.

Section 8.10. No nuisance, noxious or offensive activity shall be carried on in the Common Area and Common Facilities nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Dwelling Units.

Section 8.11. The Owner of each Dwelling Unit shall from time to time grant such additional easements and rights over, across, on, under and upon his Lot as may be reasonably necessary in connection with the supply of any of the utilities described in Section 4.08 hereof to any part of the Property.

Section 8.12. Drying of clothes shall be confined to the interior of the Dwelling Units and no wash or clothing shall be hung outside.

Section 8.13. Parking areas shall be used for parking operable automobiles only and shall not be used for campers, trailers, commercial vehicles (as defined in the Rules and Regulations), snowmobiles, boats or for any other purpose. The Board may authorize such vehicles parked in violation of this provision to be towed away and any such towing charge shall become a lien upon the Lot of the owner of the vehicle in the same manner as provided in Article VI hereof for non-payment of maintenance assessments. All vehicles shall be operated and parked in accordance with the ordinances and regulations of the Village of Arlington Heights.

Section 8.14. Every Owner of a Lot and the Association, and their respective agents, employees and independent contractors, shall have the right to enter upon any adjoining Lot to the extent necessary for the purpose of maintaining, repairing and replacing the improvements situated on, near or across the boundary of such Owner's Lot, and shall further have the right to enter upon any Lot, whether or not such Lot is adjoining, to the extent necessary for the purpose of maintaining, repairing and replacing any private street situated thereon which serves such Owner's Lot. In either case, the Owner, the Association, or such agent, employee or independent contractor shall not be guilty of any trespass. In the event the Owner of a Lot or the Association, or their respective agents, employees or independent contractors, enters upon any such

Lot for the purpose of exercising the rights created by this Section 8.14, then such Owner or the Association, as the case may be, shall make all necessary repairs or replacements on such Lots to correct any damage inflicted upon the Lot by exercise of the right.

Section 8.15. There shall be no change in any exterior color of any Dwelling Unit from the color scheme selected by the Owner upon the initial conveyance of the Dwelling Unit from Declarant without the prior written approval of the Board.

Section 8.16. Each Lot is hereby declared to be subject to an easement and right to and in favor of the Association and each and all of its employees, agents and instrumentalities to go upon such Lot for reasonable inspection thereof from time to time and for the purpose of carrying out any and all of the obligations and functions with respect to such Lot and the Dwelling Unit located thereon as are herein imposed upon or permitted to the Association. Each Lot is further declared to be subject to an easement in favor of any adjoining Lot to the extent necessary to permit the maintenance, supply, repair, and servicing of utility services to the various Lots and Dwelling Units located thereon. Notwithstanding anything to the contrary contained herein, the Association, its designated agents, contractors, and assigns shall have an easement for access upon the Property for the maintenance, repair and replacement of the perimeter fence, whether said fence is located on an Owner's Lot or the Common Area. In conjunction with said easement rights, Owners hereby acknowledge and shall be required to remove or relocate any landscaping or other structures that may interfere with or impede, in the reasonable and sole discretion of the Board, the ability of the Association to access, maintain, repair or replace said fence, and the costs incurred for such removal or relocation shall be borne by the respective Owner or Owners. In the event said Owner or Owners shall fail to relocate or remove said landscaping or structures as required herein, the Board shall have the right to perform such work and charge all costs to the respective Owner or Owners, and said costs shall become a lien upon the Lot in the same manner as provided in Article VI hereof for nonpayment of maintenance assessments.

Section 8.17. Each Lot and the Common Area is hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot, including roof structures which overhang and encroach upon the servient Lot or Common Area, provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to maintain, repair and restore any improvements located on the dominant tenement, provided, however, that such entry shall be allowed only during daylight hours and with the prior knowledge of the owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvement, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of

the dominant tenement granted by this Section 8.17. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement or Declarant notwithstanding any lapse of time since such improvement, material or other obstacle was placed in or over the easement area.

**Section 8.18.** In the event that any part of an improvement located on a Lot encroaches or shall hereafter encroach upon any part of any other Lot, valid easements for the maintenance of such encroachments are hereby established, including, but not limited to, eaves, overhanging projections and other architectural appendages, and shall exist so long as all or any part of the same shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Dwelling Unit of another Owner, or if the encroachment occurred as a result of the willful misconduct of such Owner. In the event the structure on any Lot is partially or totally destroyed, the Owner thereof shall have an easement to re-establish such encroachment to the same condition as it existed prior to destruction provided that in exercising the easement such Owner makes the necessary repairs and replacements to such adjoining Lot, as provided in Section 8.14 hereof. Thereafter, there shall be valid easements for the maintenance of such encroachments so long as they exist.

**Section 8.19.** Notwithstanding any provision in the Declaration, By-Laws, Rules and Regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable Rules and Regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable Rules and Regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, but the Board may adopt reasonable Rules and Regulations regarding the location and size of flagpoles. As used herein, "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.



## ARTICLE IX

### LEASING OF LOTS

Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of Lots is prohibited, and all Lots must be owner-occupied, except as hereinafter provided:

Section 9.01. To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Lot Owner to lease his Lot to a specified lessee for a period of one (1) year on such reasonable terms as the Board may establish.

(a) Such permission may be granted by the Board only upon written application by the Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application.

(b) The Board has sole and complete discretion to approve or disapprove any Lot Owner's application for a lease or extension of a lease. The Board's decision shall be final and binding.

(c) Any lease approved by the Board shall be subject to the Declaration, By-Laws and Rules and Regulations governing the Association.

(d) Any request by an Owner for an extension of the hardship waiver shall comply with the same requirements as dictated above.

Section 9.02. This Article shall not apply to the occupancy, rental or leasing of Lots to the immediate family members of the Owner, regardless of whether there is a written lease or other memorandum. "Immediate family members" shall be defined as parents, children (natural or adopted), grandchildren, grandparents and siblings of an Owner. In addition, owners shall be permitted to have caretakers to aid with a disability.

Section 9.03. The Board of Directors of the Association shall have the right to lease any Association owned Lots or any Lot of which the Association has possession, pursuant to any court order, and said Lots shall not be subject to this Amendment.

Section 9.04. In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

**Section 9.05.** Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

**Section 9.06.** All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Lot and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

## **ARTICLE X**

### **MISCELLANEOUS**

**Section 10.01.** The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any Owner found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorney's fees incurred by the Association in prosecuting such action. The amount of such attorney's fees together with court costs, if unpaid, shall constitute an additional lien herein established. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 10.02.** 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 10.03.** 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, and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinafter set forth. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period or within any successive ten (10) year period by an instrument signed by those Members entitled to cast seventy five (75%) percent of the total votes. These covenants and restrictions may also be cancelled or amended by an instrument signed by sixty (60%) percent of the Lot Owners executed and recorded within ninety (90) days of the expiration of the twenty (20) year period or within ninety (90) days of the expiration of any successive ten (10) year period, such cancellation or amendment to be effective on the date of commencement of the ten (10) year period in question. Any instrument executed pursuant to the provisions contained herein shall be filed for record in the Office of Recorder of Deeds in Cook County, Illinois, and a true, complete copy of such instrument shall be transmitted to each Owner.

**Section 10.04.** If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of George W. Bush.

**Section 10.05.** Any notices required to be sent to any Member or to an Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid to the last known address of such Member or Owner as it appears on the records of the Association at the time of such mailing.

**Section 10.06.** If at any time or times the Board shall deem it necessary or advisable to re-record this Declaration or any part hereof in the Office of the Recorder of Deeds of Cook County, Illinois, in order to avoid the expiration hereof or of any of the covenants, easements, agreements or other provisions herein contained under any of the provisions of Chapter 83 of the Illinois Revised Statutes presently in force commonly known as the Marketable Title Act, or any other law or statute of similar purport, they shall submit the matter to a meeting of the Members called upon not less than ten (10) days notice, unless at such meeting at least two-thirds (2/3) of the Members shall vote against such rerecording, the Association shall have, and is hereby granted, power to so rerecord this Declaration or such part thereof, and such rerecording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of said owners and the rerecorded document executed and acknowledged by each of them.

**Section 10.07.** All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation to the easement and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

**Section 10.08.** In amplification of and in addition to the provisions contained in Article VI, section 6.07, in the event of any default of any Owner, the Association may and shall have the right and remedy as shall otherwise be provided or permitted by law, including the right to take possession of such Owner's interest and Dwelling Unit for the

benefit of all other Owners by an action for possession in the manner prescribed in the Forcible Entry and Detainer Act (Illinois Revised Statutes, Chapter 57).

**Section 10.09.** Notwithstanding anything in the Declaration to the contrary, and particularly the provisions of Section 10.03 dealing with the method of amending the Declaration and Section 6.08 which expressly subordinates the lien of the Association for unpaid assessment to the lien of any first mortgage on any Lot, no amendment to, change or modification of these sections shall be effective unless such change or amendment shall be first consented to, in writing, by the mortgagees of record of all Lots.

THIS AMENDED AND RESTATED DECLARATION is executed by the Board of Directors of the COURTS OF RUSSETWOOD HOMEOWNERS ASSOCIATION this 3rd day of December, 2007.

COURTS OF RUSSETWOOD  
HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_

  
Barry G. Craig  
President

ATTEST:

  
Russell S. Haraf  
Secretary

**EXHIBIT A****Legal Description****Courts of Russetwood Homeowners Association**

**Sample Legal:** Lots 1 Through 7 In Block L, Lots 1 Through 9 In Block H, Lots 1 Through 6 In Block J, And Lots 1 Through 6 In Block K In The Courts Of Russetwood Unit 1, Being A Subdivision Of Part Of The Southeast Quarter Of The Northeast Quarter Of Section 21, Township 42, Range 11, East Of The Third Principal Meridian, According To The Plat Thereof Recorded March 2, 1978 As Document Number 23438060

Lots 1 Through 10 In Block G, And Lots 1 Through 6 In Block I In The Courts Of Russetwood Unit 2 Being A Subdivision Of Part Of The Southeast Quarter Of The Northeast Quarter Of Section 21, Township 42, Range 11, East Of The Third Principal Meridian, According To The Plat Thereof Recorded January 16, 1980 As Document Number 25322050

Lots 1 Through 7 In Block E; Lots 1 Through 7 In Block F; And Lots 1 Through 8 In Block B In The Courts Of Russetwood Unit 4 Being A Subdivision Of Part Of The Southeast Quarter Of The Northeast Quarter Of Section 21, Township 42, Range 11, East Of The Third Principal Meridian, According To The Plat Thereof Recorded January 14, 1985 As Document Number 27405797

Lots 1 Through 14 In Block A In The Courts Of Russetwood Unit 3; Being A Subdivision Of Part Of The Southeast Quarter Of The Northeast Quarter Of Section 21, Township 42, Range 11, East Of The Third Principal Meridian, According To The Plat Thereof Recorded November 13, 1983 As Document Number 26872679

Lots 1 Through 8 In Block B And Lots 1 Through 14 In Block D In The Courts Of Russetwood Unit 5 Being A Subdivision Of Part Of The Southeast Quarter Of The Northeast Quarter Of Section 21, Township 42, Range 11, East Of The Third Principal Meridian, According To The Plat Thereof Recorded May 20, 1986 As Document Number 86200206, All In Cook County, Illinois.

Unit	Block	Lot	Pin	Commonly known as (for informational purposes only)
1	L	1	03-21-212-007-0000	1623 N DALE AVE, ARLINGTON HEIGHTS, IL 60004
1	L	2	03-21-212-008-0000	1619 N DALE AVE, ARLINGTON HEIGHTS, IL 60004
1	L	3	03-21-212-009-0000	1615 N DALE AVE, ARLINGTON HEIGHTS, IL 60004
1	L	4	03-21-212-010-0000	1611 N DALE AVE, ARLINGTON HEIGHTS, IL 60004
1	L	5	03-21-212-011-0000	1616 N DALE AVE, ARLINGTON HEIGHTS, IL 60004
1	L	6	03-21-212-012-0000	1620 N DALE AVE, ARLINGTON HEIGHTS, IL 60004
1	L	7	03-21-212-013-0000	1624 N DALE AVE, ARLINGTON HEIGHTS, IL 60004
1	H	1	03-21-212-015-0000	2550 E HAVERHILL CT, ARLINGTON HEIGHTS, IL 60004
1	H	2	03-21-212-016-0000	2552 E HAVERHILL CT, ARLINGTON HEIGHTS, IL 60004
1	H	3	03-21-212-017-0000	2554 E HAVERHILL CT, ARLINGTON HEIGHTS, IL 60004

Unit	Block	Lot	Pin	Commonly known as (for informational purposes only)
1	H	4	03-21-212-018-0000	2556 E HAVERHILL CT, ARLINGTON HEIGHTS, IL 60004
1	H	5	03-21-212-019-0000	2558 E HAVERHILL CT, ARLINGTON HEIGHTS, IL 60004
1	H	6	03-21-212-020-0000	2560 E HAVERHILL CT, ARLINGTON HEIGHTS, IL 60004
1	H	7	03-21-212-021-0000	2562 E HAVERHILL CT, ARLINGTON HEIGHTS, IL 60004
1	H	8	03-21-212-022-0000	2564 E HAVERHILL CT, ARLINGTON HEIGHTS, IL 60004
1	H	9	03-21-212-023-0000	2566 E HAVERHILL CT, ARLINGTON HEIGHTS, IL 60004
1	J	1	03-21-212-025-0000	2602 E WARWICK CT, ARLINGTON HEIGHTS, IL 60004
1	J	2	03-21-212-026-0000	2604 E WARWICK CT, ARLINGTON HEIGHTS, IL 60004
1	J	3	03-21-212-027-0000	2606 E WARWICK CT, ARLINGTON HEIGHTS, IL 60004
1	J	4	03-21-212-028-0000	2608 E WARWICK CT, ARLINGTON HEIGHTS, IL 60004
1	J	5	03-21-212-029-0000	2610 E WARWICK CT, ARLINGTON HEIGHTS, IL 60004
1	J	6	03-21-212-030-0000	2612 E WARWICK CT, ARLINGTON HEIGHTS, IL 60004
1	K	1	03-21-202-014-0000	2660 E YARMOUTH CT, ARLINGTON HEIGHTS, IL 60004
1	K	2	03-21-202-015-0000	2659 E YARMOUTH CT, ARLINGTON HEIGHTS, IL 60004
1	K	3	03-21-202-016-0000	2657 E YARMOUTH CT, ARLINGTON HEIGHTS, IL 60004
1	K	4	03-21-202-017-0000	2655 E YARMOUTH CT, ARLINGTON HEIGHTS, IL 60004
1	K	5	03-21-202-018-0000	2653 E YARMOUTH CT, ARLINGTON HEIGHTS, IL 60004
1	K	6	03-21-202-019-0000	2651 E YARMOUTH CT, ARLINGTON HEIGHTS, IL 60004
2	G	1	03-21-213-002-0000	2502 E HARTFORD CT, ARLINGTON HEIGHTS, IL 60004
2	G	2	03-21-213-003-0000	2504 E HARTFORD CT, ARLINGTON HEIGHTS, IL 60004
2	G	3	03-21-213-004-0000	2506 E HARTFORD CT, ARLINGTON HEIGHTS, IL 60004
2	G	4	03-21-213-005-0000	2508 E HARTFORD CT, ARLINGTON HEIGHTS, IL 60004
2	G	5	03-21-213-006-0000	2510 E HARTFORD CT, ARLINGTON HEIGHTS, IL 60004
2	G	6	03-21-213-007-0000	2512 E HARTFORD CT, ARLINGTON HEIGHTS, IL 60004
2	G	7	03-21-213-008-0000	2514 E HARTFORD CT, ARLINGTON HEIGHTS, IL 60004
2	G	8	03-21-213-009-0000	2516 E HARTFORD CT, ARLINGTON HEIGHTS, IL 60004
2	G	9	03-21-213-010-0000	2518 E HARTFORD CT, ARLINGTON HEIGHTS, IL 60004
2	G	10	03-21-213-011-0000	2520 E HARTFORD CT, ARLINGTON HEIGHTS, IL 60004
2	I	1	03-21-213-014-0000	2611 E RADFORD CT, ARLINGTON HEIGHTS, IL 60004
2	I	2	03-21-213-015-0000	2609 E RADFORD CT, ARLINGTON HEIGHTS, IL 60004
2	I	3	03-21-213-016-0000	2607 E RADFORD CT, ARLINGTON HEIGHTS, IL 60004
2	I	4	03-21-213-017-0000	2605 E RADFORD CT, ARLINGTON HEIGHTS, IL 60004
2	I	5	03-21-213-018-0000	2603 E RADFORD CT, ARLINGTON HEIGHTS, IL 60004
2	I	6	03-21-213-019-0000	2601 E RADFORD CT, ARLINGTON HEIGHTS, IL 60004
4	E	1	03-21-213-020-0000	2402 E BROCKTON CT, ARLINGTON HEIGHTS, IL 60004
4	E	2	03-21-213-021-0000	2404 E BROCKTON CT, ARLINGTON HEIGHTS, IL 60004
4	E	3	03-21-213-022-0000	2406 E BROCKTON CT, ARLINGTON HEIGHTS, IL 60004
4	E	4	03-21-213-023-0000	2410 E BROCKTON CT, ARLINGTON HEIGHTS, IL 60004
4	E	5	03-21-213-024-0000	2412 E BROCKTON CT, ARLINGTON HEIGHTS, IL 60004
4	E	6	03-21-213-025-0000	2414 E BROCKTON CT, ARLINGTON HEIGHTS, IL 60004
4	E	7	03-21-213-026-0000	2416 E BROCKTON CT, ARLINGTON HEIGHTS, IL 60004
4	F	1	03-21-213-027-0000	2417 E GRESHAN CT, ARLINGTON HEIGHTS, IL 60004
4	F	2	03-21-213-028-0000	2415 E GRESHAN CT, ARLINGTON HEIGHTS, IL 60004
4	F	3	03-21-213-029-0000	2411 E GRESHAN CT, ARLINGTON HEIGHTS, IL 60004
4	F	4	03-21-213-030-0000	2409 E GRESHAN CT, ARLINGTON HEIGHTS, IL 60004
4	F	5	03-21-213-031-0000	2407 E GRESHAN CT, ARLINGTON HEIGHTS, IL 60004

Unit	Block	Lot	Pin	Commonly known as (for informational purposes only)
4	F	6	03-21-213-032-0000	2405 E GRESHAN CT, ARLINGTON HEIGHTS, IL 60004
4	F	7	03-21-213-033-0000	2403 E GRESHAN CT, ARLINGTON HEIGHTS, IL 60004
4	B	1	03-21-213-034-0000	2265 E ASHBURY CT, ARLINGTON HEIGHTS, IL 60004
4	B	2	03-21-213-035-0000	2263 E ASHBURY CT, ARLINGTON HEIGHTS, IL 60004
4	B	3	03-21-213-036-0000	2261 E ASHBURY CT, ARLINGTON HEIGHTS, IL 60004
4	B	4	03-21-213-037-0000	2259 E ASHBURY CT, ARLINGTON HEIGHTS, IL 60004
4	B	5	03-21-213-038-0000	2257 E ASHBURY CT, ARLINGTON HEIGHTS, IL 60004
4	B	6	03-21-213-039-0000	2255 E ASHBURY CT, ARLINGTON HEIGHTS, IL 60004
4	B	7	03-21-213-040-0000	2253 E ASHBURY CT, ARLINGTON HEIGHTS, IL 60004
4	B	8	03-21-213-041-0000	2251 E ASHBURY CT, ARLINGTON HEIGHTS, IL 60004
3	A	1	03-21-214-001-0000	2229 E AMHURST CT, ARLINGTON HEIGHTS, IL 60004
3	A	2	03-21-214-002-0000	2227 E AMHURST CT, ARLINGTON HEIGHTS, IL 60004
3	A	3	03-21-214-003-0000	2225 E AMHURST CT, ARLINGTON HEIGHTS, IL 60004
3	A	4	03-21-214-004-0000	2223 E AMHURST CT, ARLINGTON HEIGHTS, IL 60004
3	A	5	03-21-214-005-0000	2221 E AMHURST CT, ARLINGTON HEIGHTS, IL 60004
3	A	6	03-21-214-006-0000	2219 E AMHURST CT, ARLINGTON HEIGHTS, IL 60004
3	A	7	03-21-214-007-0000	2217 E AMHURST CT, ARLINGTON HEIGHTS, IL 60004
3	A	8	03-21-214-008-0000	2215 E AMHURST CT, ARLINGTON HEIGHTS, IL 60004
3	A	9	03-21-214-009-0000	2211 E AMHURST CT, ARLINGTON HEIGHTS, IL 60004
3	A	10	03-21-214-010-0000	2209 E AMHURST CT, ARLINGTON HEIGHTS, IL 60004
3	A	11	03-21-214-011-0000	2207 E AMHURST CT, ARLINGTON HEIGHTS, IL 60004
3	A	12	03-21-214-012-0000	2205 E AMHURST CT, ARLINGTON HEIGHTS, IL 60004
3	A	13	03-21-214-013-0000	2203 E AMHURST CT, ARLINGTON HEIGHTS, IL 60004
3	A	14	03-21-214-014-0000	2201 E AMHURST CT, ARLINGTON HEIGHTS, IL 60004
5	C	1	03-21-215-001-0000	2302 E BARBERRY CT, ARLINGTON HEIGHTS, IL 60004
5	C	2	03-21-215-002-0000	2304 E BARBERRY CT, ARLINGTON HEIGHTS, IL 60004
5	C	3	03-21-215-003-0000	2306 E BARBERRY CT, ARLINGTON HEIGHTS, IL 60004
5	C	4	03-21-215-004-0000	2308 E BARBERRY CT, ARLINGTON HEIGHTS, IL 60004
5	C	5	03-21-215-005-0000	2310 E BARBERRY CT, ARLINGTON HEIGHTS, IL 60004
5	C	6	03-21-215-006-0000	2312 E BARBERRY CT, ARLINGTON HEIGHTS, IL 60004
5	C	7	03-21-215-007-0000	2314 E BARBERRY CT, ARLINGTON HEIGHTS, IL 60004
5	C	8	03-21-215-008-0000	2316 E BARBERRY CT, ARLINGTON HEIGHTS, IL 60004
5	D	1	03-21-215-009-0000	2350 E BRADSHIRE CT, ARLINGTON HEIGHTS, IL 60004
5	D	2	03-21-215-010-0000	2352 E BRADSHIRE CT, ARLINGTON HEIGHTS, IL 60004
5	D	3	03-21-215-011-0000	2354 E BRADSHIRE CT, ARLINGTON HEIGHTS, IL 60004
5	D	4	03-21-215-012-0000	2356 E BRADSHIRE CT, ARLINGTON HEIGHTS, IL 60004
5	D	5	03-21-215-013-0000	2358 E BRADSHIRE CT, ARLINGTON HEIGHTS, IL 60004
5	D	6	03-21-215-014-0000	2360 E BRADSHIRE CT, ARLINGTON HEIGHTS, IL 60004
5	D	7	03-21-215-015-0000	2362 E BRADSHIRE CT, ARLINGTON HEIGHTS, IL 60004
5	D	8	03-21-215-016-0000	2364 E BRADSHIRE CT, ARLINGTON HEIGHTS, IL 60004
5	D	9	03-21-215-017-0000	2366 E BRADSHIRE CT, ARLINGTON HEIGHTS, IL 60004
5	D	10	03-21-215-018-0000	2368 E BRADSHIRE CT, ARLINGTON HEIGHTS, IL 60004
5	D	11	03-21-215-019-0000	2370 E BRADSHIRE CT, ARLINGTON HEIGHTS, IL 60004
5	D	12	03-21-215-020-0000	2372 E BRADSHIRE CT, ARLINGTON HEIGHTS, IL 60004
5	D	13	03-21-215-021-0000	2374 E BRADSHIRE CT, ARLINGTON HEIGHTS, IL 60004
5	D	14	03-21-215-022-0000	2376 E BRADSHIRE CT, ARLINGTON HEIGHTS, IL 60004

**EXHIBIT B**  
**TO THE AMENDED AND RESTATED DECLARATION**

**BY-LAWS OF**  
**THE COURTS OF RUSSETWOOD HOMEOWNERS ASSOCIATION**

**ARTICLE I**

**Purposes and Powers**

The Board of Directors shall be responsible for the general management and supervision of the Property and the Common Area thereof and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not For Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration.

**ARTICLE II**

**Offices**

2.01 **Registered Office.** The Association shall have and continuously maintain in this State a Registered Office and a Registered Agent.

**ARTICLE III**

**Membership**

3.01 **Voting Members.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association (herein referred to as "Member"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to an assessment by the Association. Ownership of such Lot shall be the sole qualification of membership.

3.02 **Classes of Membership.** The Association shall have one class of voting membership.



### 3.03 Meetings.

(a) Quorum: Procedure. Meetings of the Members shall be held at the principal office of the Association or at such other place in Cook County, Illinois as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of a majority of the total votes determined pursuant to Section 3.02 above shall constitute a quorum. Except as otherwise stated herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

(b) Annual Meeting. The Annual Meeting of the Members shall be held at such time as may be designated upon not more than thirty (30) days nor less than ten (10) days written notice given by the Board. There shall be an Annual Meeting of the Members on the first Tuesday of April of each year or such other date as deemed appropriate by the Board, and at a convenient time of day, as specified in the written notice given by the Board. If the date for the Annual Meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day next succeeding such date which is not a legal holiday.

(c) Special Meetings. Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all or some of the members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, by a majority of the Board or by the Members having one-fourth (1/4) of the total votes, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.04 Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Dwelling Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board. Such notice shall be mailed or delivered to all owners no less than ten (10) nor more than thirty (30) days' prior to the date of such meeting. To the extent authorized by the Illinois General Not For Profit Act, or any other applicable law, notice of meetings as required herein may be provided to persons entitled to vote by electronic media (i.e. email).

3.05 Proxies. At any meeting of Members, a Member entitled to vote may either vote in person or by proxy, or by mail-in ballot if such procedures are authorized by the Board as provided below, executed in writing by the Member or by his duly

authorized Attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy.

3.06 Mail-In Election of Directors. The Board shall have the option to allow owners to use mail-in ballots for the election of the Board. Said option shall be exercised by the Board no less than 90 days prior to the scheduled date of the election and owners shall receive notice of such option. If such option is exercised, the following procedures shall apply:

(a) For each election of members to the Board of Directors, a voting member may cast his vote for each vacancy on the Board. Voting members must cast a separate ballot for each unit represented by the particular voting member. Ballots shall be retained by the Association for a period of one year.

(b) All ballots will be sent out with (1) a return envelope, (2) an envelope marked "Official Ballot," (3) a slip marked "name," "address," and "signature." The completed ballot shall be placed in the secret "Official Ballot" envelope and sealed. The slip with the name, address, and signature will be placed in the return envelope along with the sealed "Official Ballot" envelope and returned to the Association on or before the deadline. Ballots received (not postmarked) after the deadline will be marked void. Absolutely no proxies will be accepted.

(c) An Election Committee will be appointed to monitor the election and count the ballots.

(d) At the Annual Meeting, all ballots will be tabulated and the results will be announced. The names of all nominees received by a stated cut-off date will be on the ballot. All ballots will subsequently be distributed and returned for tabulation, under the supervision of the Election Committee.

(e) Following the election deadline, the ballots will be kept in a secure place, unopened, until the Annual Meeting, where they will be opened, tallied and the aggregate vote totals determined for each nominee. All candidates for office may be present during the tabulation of ballots.

(f) At the Annual Meeting, prior to the call to order of official business, any unit owner may revoke his mail-in ballot. If an owner opts to revoke his ballot, it shall be marked "void" and then the owner will have the option of filling out a new ballot.

(g) As soon as the results are known, the names of the individuals elected will be announced. In even years, the three candidates receiving the highest number of votes shall be elected for a two year term. In odd years, the two candidates receiving the highest number of votes shall be elected for a two year term. The ballots, voting member designation cards and lists, and the results of the election (including the master tally sheets) will be kept for a period of one year. After the results have been announced, the Board of Directors shall convene as soon as possible to elect officers

for the next year.

(h) All campaign literature shall be signed by the proponents thereof (by name) and may be delivered to the various unit owners in person between the hours of 9:00 a.m. to 6:30 p.m., or by mail. **NO LITERATURE SHALL BE POSTED IN OR AROUND THE BUILDINGS.**

## ARTICLE IV

### Board of Directors

4.01 Board of Directors. The direction and administration of the Property in accordance with the provisions of the Declaration shall be vested in the Board of Directors, consisting of five (5) persons who shall be elected in the manner hereinafter provided. The Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the number and term of the office of the Board members at any Annual Meeting, provided that such number shall not be less than five (5) nor more than nine (9), and that the terms of at least two-fifths (2/5) of the persons on the Board shall expire annually. Each member of the Board shall be one of the Owners; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board.

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

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

4.04 Vacancies in Board. Vacancies in the Board, other than as a result of removal pursuant to Paragraph 4.06 hereof, including vacancies due to any increase in the number of persons on the Board, shall be filled by a vote of two-thirds (2/3) of the remaining members of the Board or by the Members present at the next Annual Meeting or at a special meeting of the Members called for such purpose.

4.05 Election of Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the Members, and who shall be the Chief Executive Officer of the Board and Association, a Secretary who will keep the minutes of all meetings of the Members and of the Board who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the

financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each Annual Meeting of the Board and shall hold office at the pleasure of the Board.

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

**4.07 Meeting of Board.** The Annual Meeting of the Board shall be held immediately following the Annual Meeting of the Members. At such meeting the Board shall elect its officers to serve until the next Annual Meeting of the Board. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each member, delivered personally or by mail or telegram. Any member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present. To the extent authorized by the Illinois General Not For Profit Act, or any other applicable law, notice of meetings as required herein may be provided to each member by electronic media (i.e. email).

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

## ARTICLE V

### Powers of the Board

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

- (a) to elect the officers of the Association as hereinabove provided;
- (b) to administer the affairs of the Association and the Property;
- (c) subject to Section 5.04 (b) below, to engage the services of a manager or managing agent who shall manage and operate the Property and the Common Area thereof;

- (d) to formulate polices for the administration, management and operation of the Property, and the Common Area thereof;
- (e) to adopt administrative Rules and Regulations governing the administration, management, operation and use of the Property and the Common Area, and to amend such Rules and Regulations from time to time;
- (f) to provide for the maintenance, repair and replacements of the Common Area and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area, to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be the employees of the managing agent);
- (h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners of such lots which have been occupied for residential purposes, their respective shares of such estimated expenses, as hereinafter provided;
- (i) 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 two thirds (2/3) of the Members has been recorded, agreeing to such dedication or transfer;
- (j) to exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by the Articles of Incorporation.
- (k) to impose charges for late payment of an Owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association.

5.02 Capital Additions and Improvements ("Improvements"). The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions or capital improvements to the Common Area (other than for purposes of repairing, replacing or restoring portions of the Common Area, subject to all the provisions of the Declaration) having a total cost in excess of twenty percent (20%) of the budgeted total assessments for the calendar year in which such Improvements are

to be made, without the prior approval of the Members holding a majority of the total votes.

5.03 Tax Relief. In connection with the Common Area, the Board, upon the approval of a majority of the Board members, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on the dwelling units and/or common areas and to charge all expenses incurred in connection therewith to the maintenance fund.

5.04 Rules and Regulations: Management.

(a) Rules. The Board may adopt such reasonable Rules and Regulations, as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants. Written notice of such Rules and Regulations shall be given to all Owners and Occupants, and the entire Property shall at all times be maintained subject to such Rules and Regulations.

(b) Management. The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

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

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

ARTICLE VI

Assessments — Maintenance Fund

6.01. Preparation of Estimated Budget. Each year on or before December 1, the Board will estimate the total amount necessary to pay the cost of wages, materials, taxes, insurance, services and supplies which will, be required during the ensuing

calendar year for the rendering of all services authorized by the Board, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate ("Estimated Cash Requirement"), with reasonable itemization thereof. The Estimated Cash Requirement shall be assessed equally among all of the Owners as stated herein. On or before January 1 of the ensuing calendar year, and the first day of each billing period, whether monthly, quarterly, semi-annually or annually, each Owner shall be obligated to pay to the Board, or as it may direct, the assessment made pursuant to this Section 6.01. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, and a summary of the reserve account expenditures and contributions.

**6.02 Extraordinary Expenditures/ Reserves.** The Board shall build up and maintain a reasonable reserve for authorized capital expenditures, contingencies and replacements ("Extraordinary Expenditures") not originally included in the annual estimate. Extraordinary expenditures which may become necessary during the year shall be charged first against such reserve. If such reserve proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be divided pro rata among the remaining installments for such fiscal year and assessed equally among the Owners. The Board shall serve notice of such further assessment on all such Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective on the first day of the month which is more than ten (10) days after the delivery or mailing of such notice of further assessment. All such Owners shall be obligated to pay the further assessment amount.

**6.03 Failure to Prepare Annual Budget.** The failure or delay of the Board to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owners obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the then existing rate established for the previous period until the maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

**6.04 Books and Records.** The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing at such reasonable time or times during normal

business hours as may be requested by the Owner or his representative. Upon ten (10) days notice to the Board, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

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

## ARTICLE VII

### Covenants and Restrictions as to Use and Occupancy

All Owners shall maintain, occupy and use their Dwelling Units and the Common Area only in accordance with the terms of the Declaration and any additional Rules and Regulations adopted by the Board or by the Members.

The Board shall have full authority to enforce all such Rules and Regulations by taking all action as may be necessary.

## ARTICLE VIII

### Committees

8.01 Board Committees. The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

8.02 Special Committees. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

8.03 Term. Each member of a committee shall continue as such until the next



annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

8.04 Chairman. One member of each committee shall be appointed chairman.

8.05 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

8.06 Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

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

## ARTICLE IX

### Interpretation

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

## ARTICLE X

### Definition of Terms

The terms used in these By Laws shall have the same definition as set forth in the Declaration to the extent such terms are defined therein.

## ARTICLE XI

### Amendments

These By-laws may be amended or modified from time to time by action or approval of three-fourths (3/4) of the Members of the Board at a meeting of the Board called for such purpose, except that Article V, Section 5.02 of these By-laws may only be amended by a majority of the Members entitled to vote as provided in the Declaration. Such amendments shall be effective upon recording with the Office of the Recorder of Deeds of Cook County, Illinois.



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Frank Sciortino  
Signature

4-13-06  
Date

FRANK SCIORTINO  
Print name

Property Address: 2201 AMHURST COURT.

Arlington Heights, Illinois



The Courts of Russetwood Homeowners Association

BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

[Signature]                      3/27/06  
Signature                              Date

Shibu Augustine  
Print name

Property Address: 2207 E. Amhurst Ct  
Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

*R. Johnson*  
Signature

4/2/06  
Date

R Johnson  
Print name

Property Address: 2209 Ashcroft

Arlington Heights, Illinois



### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED. *because I approach that the Board members have my best interest at least*

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

John Cline  
Signature

3/29/06  
Date

JOHN CLINE  
Print name

Property Address: 2211 E. Amhurst Ct.

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**


**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

  X   I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:


6/7/04  
Signature
Date

Greg + Chris Waybright  
Print name

Property Address: 2215 E. Amhurst Ct.  
 Arlington Heights, Illinois



### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

X

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

\_\_\_\_\_

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

*[Handwritten Signature]*  
*Marie Kuhl*

3-25-06

Signature

Date

JAMES/MARIE KUHLE  
Print name

Property Address: 2217 AMHURST CT

Arlington Heights, Illinois



The Courts of Russetwood Homeowners Association

BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

X

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

\_\_\_\_\_

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

[Signature]  
Signature

4/10/2006  
Date

GEORGE SPECHT  
Print name

Property Address: 2219 AMHURST CT.

Arlington Heights, Illinois





## The Courts of Russetwood Homeowners Association

### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Eduardo R. Duque      4/3/2006  
Signature                                  Date

EDUARDO R. DUQUE  
Print name

Property Address: 2221 Amburst Court

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

X

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

James M. Reninger  
Signature

3/24/06  
Date

JAMES M. RENINGER  
Print name

Property Address: 2223 Amhurst Ct.

Arlington Heights, Illinois



### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

  X   I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Richard J. Possi  
Signature

4/1/2006  
Date

RICHARD H. POSSI  
Print name

Property Address: 2225 E AMHERST CT

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

David L. Reiners  
Signature

3-27-06  
Date

DAVID L. REINERS  
Print name

Property Address: 2227 E. Amhurst Ct

Arlington Heights, Illinois 60004



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Abdul Aziz R Khoja  
Signature

04-04-06  
Date

ABDUL AZIZ R KHOJA  
Print name

Property Address: 2229 Amhurst Ct.

Arlington Heights, Illinois



The Courts of Russetwood Homeowners Association

BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

[Signature]  
Signature

5/22/06  
Date

RAYMOND CHIU  
Print name

Property Address: 2251 ASHBURY CT  
Arlington Heights, Illinois



### The Courts of Russetwood Homeowners Association

### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

           ✓

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

*Krzysztof Jonczyk*      *04-02-06*  
Signature                      Date

*KRYSTINA JOSEPH YONALCZYK*  
Print name

Property Address: 2253 ASHBURY CT

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Terry Faber  
Signature

4/1/2006  
Date

TERRY FABER  
Print name

Property Address: 2255 ASHBURY CT

Arlington Heights, Illinois





### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Betsy Haraf  
Signature

3/21/06  
Date

Betsy Haraf  
Print name

Property Address: 2257 Ashbury Ct.

Arlington Heights, Illinois



### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER.  
  
Signature

4-3-06  
Date

Rick Addante  
Print name

Property Address: 2259 Ashbury Ct  
Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

X

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Bruce D Bone  
Signature

2/22/06  
Date

BRUCE D. BONE  
Print name

Property Address: 2203 Ashbury Ct.  
Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

*Jack Swartz*                      3/24/06  
Signature                                      Date

JACK SWARTZ  
Print name

Property Address: 2265 ASHBURY

Arlington Heights, Illinois



847-  
744-1274

**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

*Stephen Hong*  
Signature

9-30-06  
Date

Stephen Hong  
Print name

Property Address: 2308 Barberry Ct.

Arlington Heights, Illinois



### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

*L. Rinckenberger*  
Signature

5/15/04  
Date

L. Rinckenberger  
Print name

Property Address: 2312 E. Barberry Court

Arlington Heights, Illinois



The Courts of Russetwood Homeowners Association

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for the Courts of Russetwood Homeowners Association:

X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Joseph Chonakala  
Signature

4/17/07  
Date

JOSEPH CHAMAKALA  
Print name

Property Address: 2314 Berkshire Court

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Miwa Murase      04-03-06  
Signature                      Date

Miwa Murase  
Print name

Property Address: 2316 Batberry Court

Arlington Heights, Illinois





**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

X

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Alan R. Travis  
Signature

4/4/06  
Date

ALAN R. TRAVIS  
Print name

Property Address: 2350 BRADSHIRE CT.

Arlington Heights, Illinois



### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

  X   I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

David K. Reed  
Signature

3/25/66  
Date

DAVID K REED  
Print name

Property Address: 2352 BRADSHIRE CT.

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Michael F. Delonay  
Signature

07 28 2006  
Date

Michael F. Delonay  
Print name

Property Address: 2354 Bradshires Ct.

Arlington Heights, Illinois



### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

  X   I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Sam Buttillo  
Signature

3/27/06  
Date

SAM GUTTELLO  
Print name

Property Address: 2356 BRADSHIRE CT.

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

yes

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

\_\_\_\_\_

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Rajimon Kuncheria  
Signature

3/28/06  
Date

RAJIMON KUNCHERIA  
Print name

Property Address: 2358 Bradshire Court

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

  X   I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

  Prudencio A. Nono    
Signature

  7/6/06    
Date

  PRUDENCIO NONO    
Print name

Property Address:   23100 Bradshire  

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

X

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

*[Handwritten Signature]*  
Signature

7/6/06  
Date

M. Mical  
Print name

Property Address: 2962 Bradburn

Arlington Heights, Illinois



### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

*Demetrios Demaratis*      8/27/006  
Signature                                  Date

Demetrios Demaratis  
Print name

Property Address: 2364 Bradshire Ct. Arlington Hts. IL  
Arlington Heights, Illinois      60004





**The Courts of Russetwood Homeowners Association**

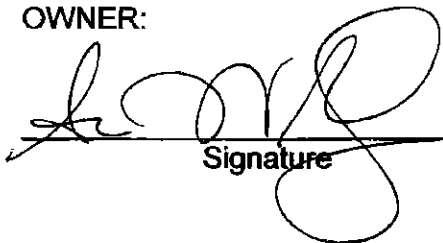
**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

  
Signature

6/19/06  
Date

Andrew W. Armstrong  
Print name

Property Address: 2372 Bradshaw Ct.

Arlington Heights, Illinois



### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Sarah Blat

Signature

5/6/07

Date

Sarah Blat

Print name

Property Address:

2374 Bradshire Ct.

Arlington Heights, Illinois



The Courts of Russetwood Homeowners Association

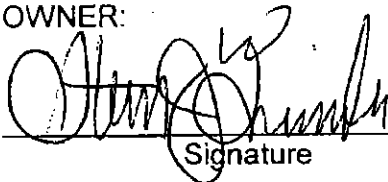
BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

  
Signature

3/6/07  
Date

STEVEN J. TRAMBA  
Print name

Property Address: 2376 Bradshire Court  
Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

  X   I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Alfred K. Schreier  
Signature

3-24-06  
Date

ALFRED K. SCHREIER  
Print name

Property Address: 2376 BRADSHIRE CT 1

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Gary C. McMorrow  
Signature

4/4/06  
Date

GARY C. McMORROW  
Print name

Property Address: 2402 BROCKTON CT.

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

X

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

\_\_\_\_\_

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Robyn Pflom  
Signature

4/1/06  
Date

Robyn Pflom  
Print name

Property Address: 2404 E. Brockton Ct.

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

X

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Lisa Muller

Signature

4/4/06

Date

Lisa Muller

Print name

Property Address: 2406 E. Brockett Ct

Arlington Heights, Illinois



The Courts of Russetwood Homeowners Association

BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

*Dragan Filipovic* 03/23/06  
Signature Date

DRAGAN FILIPOVIC  
Print name

Property Address: 2410 E, BROCTON CT.

Arlington Heights, Illinois







### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Lisa Paris

Signature

3/23/06

Date

Lisa Paris

Print name

Property Address:

2414 Backton CT

Arlington Heights, Illinois



### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Michael Gaggiano  
Signature

3/29/06  
Date

Michael Gaggiano  
Print name

Property Address: 2416 E. BROCKTON CRT.

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

  X   I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

David Kang

Signature

11/10/07

Date

DAVID KANG

Print name

Property Address: 1615 Dale Court

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

  X   I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

  *Horst Kuhnke*    
Signature

  4-2-06    
Date

  HORST KUHNKE    
Print name

Property Address:   2403 GRESHAM CT.  

Arlington Heights, Illinois





**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

**OWNER:**

*Veneta Megremis*  
Signature

5/25/06  
Date

VENETA MEGREMIS  
Print name

Property Address: 2411 GRESHAM CT.

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Charmaine Nilles

Signature

4-2-06

Date

CHARMAINE NILLES

Print name

Property Address: 2415 GRESHAM CT.

Arlington Heights, Illinois





### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Robert F. Leslie  
Signature

3-30-06  
Date

ROBERT F. LESLIE  
Print name

Property Address: 2417 GRESHAM CT.

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

David M. Coughlin  
Signature

3-27-06  
Date

David M. Coughlin  
Print name

Property Address: 2504 HARTFORD CT

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Li-Ming Chou      4/4/06  
Signature                                  Date

LI-MING CHOU  
Print name

Property Address: 2512 HARTFORD CT.

Arlington Heights, Illinois





**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

X

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Harry Biegelmann                      3-27-06  
Signature                                      Date

Harry Biegelmann  
Print name

Property Address: 2514 E. Hartford Ct.

Arlington Heights, Illinois



The Courts of Russetwood Homeowners Association

BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

  X   I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

  *Don G. Guther*    
Signature

  03-23-06    
Date

  DON G. GUTHER    
Print name

Property Address:   2516 HARTFORD COURT    
Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

*[Handwritten Signature]*  
Signature

3/24/06  
Date

STEVEN ROZEMNA MAGOON  
Print name

Property Address: 2520 HARTFORD CT

Arlington Heights, Illinois



### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

\_\_\_\_\_

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

\_\_\_\_\_

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Fredell Covey  
Signature

3-21-06  
Date

FREDELL COVEY  
Print name

Property Address: 2558 E. Hamhill Ct

Arlington Heights, Illinois





**The Courts of Russetwood Homeowners Association**

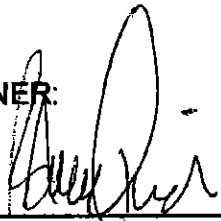
**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

  
Signature

7/24/6  
Date

SEVE DUCK  
Print name

Property Address: 2552 E Haverhill

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

  X   I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Chris Demetre  
Signature

3-31-06  
Date

Chris Demetre  
Print name

Property Address: 2554 E. Haverhill Ct.

Arlington Heights, Illinois





**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

*[Handwritten Signature]*  
Signature

3/22/06  
Date

BUSSIERE  
Print name

Property Address: 2558 HAVERHILL CT

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Reynold Edwards  
Signature

April 17, 2006  
Date

Lynn A. Edwards  
Print name

Property Address: 2560 Haverhill St.

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

  X   I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Paul Wiederholt                      3-24-2006  
Signature                                      Date

Paul Wiederholt  
Print name

Property Address: 2562 Haverhill Ct.

Arlington Heights, Illinois





**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Rody + Marita Parinuum  
Signature

3-23-06  
Date

Rody + MARITA  
Print name

Property Address: 2566 Hauerkil Ct. Arlington Hts. Ill. 60004

Arlington Heights, Illinois





### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

John Augustine  
Signature

4-3-06  
Date

John Augustine  
Print name

Property Address: 2601 Radford Ct.

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Susan Maurer  
Signature

4/4/06  
Date

Susan Maurer  
Print name

Property Address: 2605 E. Radford Ct.

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

**OWNER:**

Anita Deasis                      4-9-06  
Signature                                      Date

ANITA DEASIS  
Print name

Property Address: 2607 E. RADFORD CT.

Arlington Heights, Illinois



The Courts of Russetwood Homeowners Association

BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

  X   I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Paul Richard  
Signature

4-4-06  
Date

Paul Richard  
Print name

Property Address: 2609 RADFORD CT.

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Eugene Dev. Lockwood  
Signature

4/1/06  
Date

EUGENE DEV. LOCKWOOD  
Print name

Property Address: 2604 WARWICK COURT

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

  X   I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Michelle Nicholson  
Signature

7/6/06  
Date

Michelle Nicholson  
Print name

Property Address: 2612 Warwick Ct. A.H. 60004

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

[Handwritten Signature]  
Signature

4/4/06  
Date

DENNIS COCCINS  
Print name

Property Address: 2651 YARMOUTH CT.

Arlington Heights, Illinois



**The Courts of Russetwood Homeowners Association**

**BALLOT**

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Anthony G. Mirabelli  
Signature

3-21-06  
Date

ANTHONY MIRABELLI  
Print name

Property Address: 2653 YARMOUTH CT.

Arlington Heights, Illinois







### The Courts of Russetwood Homeowners Association

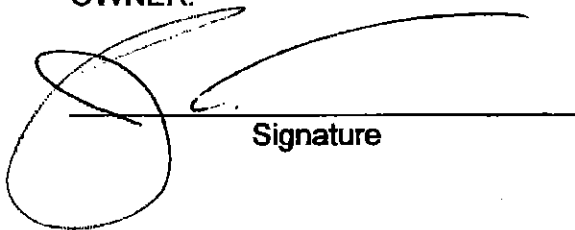
#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

  
\_\_\_\_\_  
Signature

3/21/06  
Date

JOHN D. WEIRICH  
Print name

Property Address: 2657 E YARMOUTH CT.

Arlington Heights, Illinois



### The Courts of Russetwood Homeowners Association

#### BALLOT

Regarding the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Courts of Russetwood Homeowners Association:

X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

       I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Eva Dawid  
Signature

9/30/06  
Date

EVA R DAWID  
Print name

Property Address: 2660 VERMOUTH CT

Arlington Heights, Illinois