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FILED FOR RECORD
DEKALB COUNTY, IL.

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Sharon L. Holmes
DEKALB COUNTY RECORDER

2003035023

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR
BETHANY BUSINESS CAMPUS, SYCAMORE, ILLINOIS**

THIS DECLARATION, made and entered into this 9th day of December, 2003, by **the Bethany Road Development, LLC**, an Illinois Limited Liability Company, for convenience hereinafter referred to as the "Declarant":

W I T N E S S E T H:

WHEREAS, the Declarant is the owner and legal title holder of all the Tracts and land in the subdivision commonly known as the Bethany Business Campus, in the City of Sycamore, County of DeKalb and State of Illinois, (hereafter the "Property") as legally described in **Exhibit A: Legal Description**, attached hereto and incorporated herein by reference;

WHEREAS, it is the desire and intention of the Declarant Owners to submit the Property to the covenants, conditions, restrictions and easements herein contained, all of which are declared to be in furtherance of a plan to promote, protect, and enhance the value, desirability, and attractiveness of the Property, as now or hereafter further subdivided, for use as a commercial business park;

WHEREAS, it is the particular intention of Declarant to ensure the proper maintenance of common areas supporting development on the Property; and

WHEREAS, it is the intention of Declarant that, subsequent to recordation of this Declaration, every deed, lease, mortgage, or other conveyance of property within the Property incorporate, and be made subject to, the covenants, conditions, restrictions and easements contained within this Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property shall be transferred, held, sold, conveyed and accepted subject to this Declaration. Declarant does hereby further declare that the following covenants, restrictions, easements, conditions, burdens, uses, privileges, charges and liens shall: (1) exist at all times hereafter amongst all parties having or acquiring any right, title or interest in any portion of the Property; (2) be binding upon and inure to the benefit of Declarant and each Owner; and (3) run with the land subjected to this Declaration, to be held, sold and conveyed subject thereto.

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ARTICLE I
DEFINITIONS

In addition to those terms which are defined elsewhere in this Declaration, as used herein:

- (a) "Association" shall mean and refer to **the Bethany Business Campus Association**, an Illinois Not For Profit Corporation to be organized as provided in Article VIII of this Declaration.
- (b) "City" shall mean the City of Sycamore, a municipal corporation, situated in DeKalb County, Illinois.
- (c) "Common Areas" shall mean all real property described on attached **Exhibit B: Common Areas**, to be owned and maintained first by Declarant and thereafter by the Association, for the common use and benefit of the Owners.
- (d) "Declarant" shall mean and refer to the **Bethany Road Development, LLC**, its successors and assigns.
- (e) "Default Interest Rate" shall mean a floating rate of interest per annum which is adjusted from time to time so that it is at all times equal to 150% of the Federal short term rate determined pursuant to the Internal Revenue Code of 1986, as amended from time to time, by the Secretary of the U.S. Treasury Department and in effect for the month immediately preceding the month in which the debt referred to in this Declaration arises.
- (f) "Improvement" shall mean and include, but not be limited to, a building, fence, wall, hedge, landscaping, outdoor lighting, mass planting, pole, sign, parking, loading and unloading area, and other structures of every type and kind.
- (g) "Occupant" shall mean any person legally entitled to occupy and use any part or all of a Tract.
- (h) "Owner" shall mean and refer to the record owner, whether one or more Persons, other than Declarant, of a fee simple title to any Tract.
- (i) "Person" shall mean a natural person, firm, corporation, partnership or any other legal entity, public or private.
- (j) "Property" shall mean and refer to that certain real estate described in **Exhibit A: Legal Description**, attached hereto and by this reference made a part hereof; said real estate being also known as the Bethany Business Campus, Sycamore, Illinois.
- (k) "Recorder" shall mean and refer to the Recorder of Deeds of DeKalb County, Illinois.

(l) "Tract" shall mean each part of the Property, the size and dimension of which shall be established by the legal description in the Tract Deed conveying such Tract. A Tract may also be established by Declarant by an instrument in writing executed, acknowledged and recorded by Declarant which designates a part of the Property as a Tract for the purposes of this Declaration. If two or more Tracts adjacent to one another are acquired by the same Owner in fee simple, then such commonly owned Tracts may, subject to applicable laws, ordinances, rules and regulations, at the option of the Owner, be treated as a single Tract for the purposes of the covenants, conditions, restrictions and easements contained herein. Common Areas shall not be considered a part of any Tract.

(m) "Tract Deed" shall mean the deed or deeds from Declarant conveying a Tract to an Owner.

(n) "Turnover Date" shall mean the date determined as provided in Article VIII, Section 4, of this Declaration.

ARTICLE II

PURPOSE, IMPOSITION AND ORDINANCE DISCLOSURE

To ensure the proper use and appropriate development of common areas to support future uses of the Property and to generally promote the welfare and safety of the Owners, Occupants, and the Property, the Property is hereby made subject to the requirements of Sycamore City Ordinance 2000-27 and the following covenants, conditions, restrictions and easements, all of which shall be deemed to run with the Property.

Pursuant to City Ordinance 2000-27, attached hereto as Exhibit C is a disclosure document outlining the provisions of the said Ordinance relating to subdivision common areas. Delivery to Owners of a copy of this Declaration is intended to satisfy all delivery requirements of the Ordinance.

ARTICLE III

RESTRICTIONS GOVERNING PROPERTY DEVELOPMENT

1. Use Restrictions: Tracts within the Property may be used only for such uses as are permitted under the City's zoning ordinance in the zoning district within which the Tract may be located from time to time.

2. Improvements Generally: Improvements shall conform to the City zoning ordinances and the City's subdivision regulations and building code in effect from time to time.

ARTICLE IV

CONTROL OF IMPROVEMENTS

1. General Rule: No Improvement shall be constructed, placed, altered, or maintained on any Tract without proper application for and issuance of applicable government permits and except in conformance with the provisions of this Declaration as amended from time to time.
2. Maintenance: Tracts and Improvements shall be maintained as provided in Article V hereof.

ARTICLE V

MAINTENANCE OF TRACTS

1. Owner's Maintenance: Each Owner shall at all times maintain, repair, replace and renew or cause to be maintained, repaired, replaced and renewed, all Improvements on Owner's Tract, so as to keep such Tract in a clean, sightly and safe condition consistent with its original intended appearance, the performance of this obligation being herein referred to as "Owner's Maintenance." Owner's Maintenance shall include, but not be limited to:
 - (a) The maintenance of all visible exterior surfaces of all buildings and other Improvements; the prompt removal of all paper, debris and refuse from all areas of Owner's Tract; and, the reasonable mowing of all vegetation.
 - (b) If any Improvement is damaged or destroyed, the prompt restoration of such Improvement to the condition existing prior to such damage or destruction; or, in the alternative, the razing and removal of such Improvement.
2. Association's Right to Perform Owner's Maintenance: If the Owner shall fail to perform Owners Maintenance in accordance with the provisions of this Declaration, the Association may give written notice to the Owner specifying the manner in which the Owner has failed to perform. If such failure has not been corrected within ten days after such notice, or if such work, if it cannot be completed within such ten day period, has not been commenced within such period and thereafter diligently completed, then the Association or its agents and independent contractors, may enter upon the Tract and perform such work. The Association by reason of performing such work shall not be liable or responsible to the Owner for any losses or damage thereby sustained by the Owner or anyone claiming by or under the Owner except for gross negligence or willful and wanton acts. The Owner and Occupant of any Tract on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost, together with interest calculated from the date of the expenditure until repayment at the Default Interest Rate. If such Owner or Occupant shall fail to reimburse the Association within thirty days after receipt of a statement for such work from the Association then such indebtedness shall be a debt of all of the Persons jointly and severally, and shall constitute a lien against that Tract on which such work was performed. Such

lien shall have the same attributes as the lien for assessments set forth in Article IX hereof, and the Association shall have identical powers and rights in all respects, including, but not limited to, the right of foreclosure.

3. Owner Personally Bound for Charges: Charges a Lien. Each Owner of a Tract by the acceptance of the Tract Deed, whether or not such obligation be so expressed in any such deed or other conveyance, for each Tract owned by such Owner, hereby covenants and agrees, and shall be deemed to have covenanted and agreed, to pay to the Association all charges as are levied pursuant to the provisions of this Declaration. All charges, whether arising pursuant to the foregoing sentence or under any other provision of this Declaration, together with interest thereon at the Default Interest Rate and the costs of collection, if any, including attorneys' fees, as herein provided, shall be charged as a continuing lien upon the Tract against which each such charge is made. Each such charge, together with interest and costs thereon, shall, in addition, be the personal obligation of the Owner of such Tract at the time the charge was incurred. Declarant, to the extent that it owns any part of the Property subject to the charges made under Section 2 of this Article, shall be deemed subject to the provisions of this Article. To evidence the aforesaid lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Tract subject to such lien and a description of such Tract ("Notice"). The Notice shall be signed by one of the officers of the Association and shall be recorded in the office of the Recorder. Such lien for payment of charges shall attach after recording the Notice in accordance with the priority set forth below from the date that such payment becomes delinquent and may be enforced by all available legal methods of collection including, but not limited to, the foreclosure of such lien by the Association in like manner as a mortgage on real property, subsequent to the recording of a Notice as provided above, or suit may be brought against the Owner obligated to pay the assessment for damages and for foreclosure. In any foreclosure proceeding, the Owner, or beneficiary or beneficiaries, in the event record title to the Tract is held by a land trust, shall be required to pay the costs, expenses and reasonable attorneys' fees incurred in connection therewith. The Association shall have the power to bid on such Tract at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Property, the Association shall report to said mortgagee any unpaid charges remaining unpaid for longer than sixty (60) days after the same are due.

4. Liability of Beneficiaries of Land Trust: If title to a Tract subject to any charge hereunder has been conveyed to a title-holding trust under the terms of which all of the powers of management, operation and control of the trust remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for the payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created for the purpose of the payment of the costs assessed against such Tract. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation created hereunder and such trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon such Tract and the beneficiaries of such trust notwithstanding any transfer of the beneficial interest of any such trust or any transfer of title to such Tract.

5. Subordination of Lien to Mortgage: The recorded Notice evidencing the lien for any charge provided in this Declaration shall be superior to all other liens, encumbrances and charges against the Tract, except only for liens securing payment of taxes, special assessments and special taxes levied by any governmental entity which by law are a lien against the interest of any such Owner prior to pre-existing recorded encumbrances, and provided further, that said recorded Notice evidencing such assessment lien shall be subordinate to the lien or a prior recorded bona fide and duly perfected security interest, including a mortgage, trust deed or sale and leaseback encumbering said Tract, except for such amounts which become due and payable from and after the date on which the holder of such security interest either (i) takes possession of said Tract, or (ii) accepts a conveyance of any interest therein other than as security, or (iii) files suit to foreclose its security interest. The Association shall have the power to subordinate the aforesaid lien to any other lien. Such power shall be exercised in the sole and absolute discretion of the Association. Such transfer shall not relieve the Tract from the lien for any charges thereafter becoming due nor from the lien of any subsequent charges.

6. Certificate of Compliance: Upon payment of a reasonable fee and written request of any Owner, mortgagee, prospective owner, Occupant or prospective occupant of a Tract, delivered personally or by U.S. mail, registered or certified, postage prepaid, the Association shall issue an acknowledged certificate in recordable form setting forth the amount of unpaid charges, if any, and setting forth generally whether or not said Owner is, to the best knowledge of the Association, in violation of any of the terms and conditions of this Declaration. Such statement shall be furnished within a reasonable time but not to exceed twenty (20) days from the receipt of a written request therefor. If the Association fails to furnish such statement within such twenty (20) days, it shall be conclusively presumed that there are no unpaid charges relating to the Tract as to which the request was made, and that such Tract is in conformance with all of the terms and conditions of this Declaration.

7. Limited Exclusion of City: Property and improvements owned by the City for purposes of streets, drainage, water lines, storm and sanitary sewers and related appurtenances shall be excluded from this Article V. Property and improvements owned by the City and not otherwise excluded by the immediately preceding sentence shall not be subject to any lien created by Section 3 of this Article or the Association's enforcement rights under Section 2 of this Article.

ARTICLE VI

COMMON AREAS

1. Conveyance of Common Areas to Association: At the time the Association is organized and commences business, the Declarant shall convey to the Association Declarant's right, title and interest to the Common Areas. The Association shall accept such conveyance and shall thereafter maintain the Common Areas as required by this Declaration.

2. Operation and Maintenance: From the date this Declaration is recorded, the Association shall have the right and obligation to operate and maintain the Common Areas in

accordance with the laws of the City governing owners' associations. The Association shall pay all expenses and costs arising in connection with the Common Areas, including, without limitation, the costs of improving and maintaining the Common Areas (and any signs and monuments located, or to be located, thereon) and general real estate taxes payable with respect to the Common Areas. To the extent that any real estate taxes payable after the date a Common Area, or any part thereof is conveyed to the Association are attributable to a period prior to such date, Declarant shall reimburse the Association for such real estate taxes. No buildings or other above-grade structures shall be built upon the Common Areas unless shown on the final plat, and no such building or structure shown on the final plat may be enlarged without the prior written approval of the City. In the event the City elects to establish a special service area to provide for the maintenance of Common Areas, the Association and all Owners hereby waive their rights to object to the establishment or level of assessment for a special service area.

3. Dedication to City of Common Area: Notwithstanding any contrary provision in this Declaration, Declarant or the Association may dedicate to City water lines, sanitary sewer lines, storm water drainage and detention facilities, streets and Common Areas.

ARTICLE VII ENFORCEMENT

1. Enforcement Generally: The covenants, conditions, restrictions, uses, privileges, charges and liens of this Declaration shall run with the land and be binding upon and inure to the benefit of Declarant and each Owner of the Property or any part thereof, their respective heirs, devisees, executors, administrators, successors and assigns. The enforcement of the provisions of this Declaration shall be vested in Declarant, so long as it owns any part of the Property, and in any Owner. If any portion of the Property is maintained and administered by the Association, the Association shall also be vested with the power to enforce the provisions of this Declaration. A breach of any of the provisions of this Declaration shall give to the party entitled to enforce such provision the right to bring a proceeding in law or in equity against the party or parties breaching or attempting to breach the Declaration and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting from such breach. A breach of this Declaration relating to the use or maintenance of a Tract or part thereof is hereby declared to be and constitute a nuisance and every public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to remedy such breach. In any legal or equitable proceedings for the enforcement of this Declaration or to restrain a breach thereof the party or parties against whom judgment is entered shall pay the attorneys' fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceedings. All remedies provided under this Declaration including those at law or in equity shall be cumulative and not exclusive. The failure of a party having a right to enforce this Declaration to do so shall not be deemed a waiver of the right of that or any other party having such right, nor a waiver of the right to do so for a subsequent breach or the right to enforce any other provision of this Declaration. No party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration.

2. Entry to Inspect: During the construction or installation of any Improvements on a Tract, and whenever it reasonably appears that an Owner or Occupant has failed, or threatens to fail, to comply with a covenant, condition or restriction stated in Article III or Article IV of this Declaration, the Association, acting by and through its officers, agents or employees, may enter the Tract for the purpose of inspecting the land and Improvements when necessary to determine whether such a failure has occurred or is imminent. Such entry shall be made during regular business hours and with as little inconvenience to the Owner and Occupant as practicable.

3. Intentionally Omitted.

4. Certificate of Compliance: Any Person having an interest in any Tract may rely upon an instrument signed by an officer of the Association, stating that the Owner of a Tract, or such Owner's predecessor in title to the Tract, is not in violation of the provisions of this Declaration.

ARTICLE VIII

OWNERS' ASSOCIATION

1. Incorporation and Membership: At any time this Declaration is recorded in the office of the Recorder, Declarant shall organize under the provisions of the Illinois General Not For Profit Corporation Act a corporation that may be named the "Bethany Business Campus Association." Every Owner shall be considered a member of the Association; provided, however, that if any Tract is owned by more than one person, only one vote may be cast on behalf of such Tract. Each Owner of each Tract shall, upon receiving title to such Tract, provide the Association written notice stating who will cast the vote on behalf of the Tract. The notice may state that either of two persons can cast the vote and the Association may rely on such notice. Membership shall be appurtenant to and may not be separated from ownership of any Tract. An Owner may assign his, her or its rights, but may not delegate his, her or its duties as a member, to an Occupant of the Owner's Tract. No member shall have the right or power to terminate or disclaim membership, or any obligations of membership, in the Association by failure to use the Common Areas or otherwise.

2. Purpose and Powers: The purpose of the Association shall be to provide for the improvement, beautification, maintenance and repair of the Common Areas and to enforce the provisions of this Declaration. The Association shall have such powers and duties as are provided in its articles of incorporation and By-laws, including, without limitation, the following: to own, maintain and otherwise manage real estate within the Property; to employ a manager and to contract with independent contractors to perform all or any part of the duties of the Association; to establish reserves for contingencies and replacement; to make, or cause to be made, improvements to the Common in accordance with the Association's Articles of Incorporation and By-Laws; and, to obtain and maintain insurance against such losses and with such coverages as the board of directors may determine. Except as expressly provided otherwise by the Articles of Incorporation, By-Laws, or City ordinance, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in the board of directors and its officers under the direction of that board, and shall not be subject to the

approval of the members. The directors and officers of the Association shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever done in good faith as such directors or officers, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud.

3. Directors and Officers:

(a) Board of Directors. The Association shall have a board of directors of not less than three directors who shall be elected by the members of the Association at such intervals as the Articles of Incorporation and By-Laws of the Association and applicable City ordinances shall provide; PROVIDED, HOWEVER, that the first board of directors, and successive boards of directors until the Turnover Date, shall be appointed by the Declarant. Except for directors of the board appointed by the Declarant, all directors shall be members of the Association or an officer of a corporation that is a member of the Association. The Declarant may from time to time until the Turnover Date, by written notice to the Association, elect to relinquish Declarant's right to appoint any one or more directors and continue to exercise Declarant's right to appoint the remaining directors.

(1) Powers and Duties. The Board of Directors shall have the following powers and duties, in addition to such other non-conflicting powers and duties as may be set forth in the Articles of Incorporation or By-laws of the Association:

- The board shall arrange for enforcement of all of the covenants running with the land relating to the subdivision.
- The board shall arrange for payment of all taxes, special assessments, and other charges that may become liens against any property owned by the association or managed by the Association.
- The board of directors shall arrange for insurance, including casualty and liability insurance, and any other insurance that may be appropriate to protect the interest of the Association.
- The board of directors shall contract for goods and services required for operation and maintenance of the common areas, common facilities, and common buildings owned or operated by the Association.
- The board shall prepare proposed budgets and financial statements, provided that no budget shall be in effect until it is approved by the Association membership at a meeting held in accordance with the requirements of this ordinance for membership meetings. Any member may propose a budget and any member may propose any amendments to any budget prepared by the board of directors.
- The board of directors shall propose rules to be in effect in the common areas, common buildings, and common facilities owned or operated by the association,

provided that such rules shall not be in effect until the rules are approved by the members of this Association. Any member of the Association may propose rules and propose any changes in rules submitted by the board of directors.

- The board of directors may authorize any necessary repairs or replacements of components to any building or facility owned by the Association. No expenditure of funds beyond the amounts in the budget approved by the membership may be authorized without approval of the membership.

(2) Actions Requiring Membership Approval. The board of directors shall not take any of the following actions without approval of the membership:

- Authorizing any contract or entering into any contract for a term longer than one year. Any proposed contract, whereby more favorable terms can be obtained by contracting for more than one year and any situation where a contract for more than one year is necessary in order to arrange financing, shall be reported to the membership and such contract may be authorized with approval of the membership.
- Any contract for an expenditure not covered by an item in the current budget.
- Any capital improvement costing more than five percent of the total budget for the current fiscal year.
- Any sale of any property of the Association, provided that machinery may be used as a trade-in or may be sold when replacements are purchased out of funds available in the budget.
- No member of the board of directors and no officer of the Association shall receive any compensation for any services, provided that actual out-of-pocket expenses may be paid to a member or officer out of funds authorized in the budget.

(b) Officers. The Association's officers shall manage and conduct the affairs of the Association under the direction of the board of directors. Officers shall be appointed by the board of directors to serve at its pleasure. The Association shall have the following officers, who shall have the following powers and those described in the Association's By-laws:

- a president, who shall also be a member of the board of directors and shall have the authority to sign all contracts authorized by the board of directors;
- a vice president, who shall also be a member of the board of directors and shall perform the duties of the president in the absence of the president;
- a secretary, who need not be a member of the board of directors and shall have authority to attest to the president's signature; and

- a treasurer, who need not be a member of the board of directors and shall be responsible for overseeing the financial affairs of the Association, provided that the Association may, if authorized by the board of directors and if funds are available in the approved budget, retain a full-time or part-time bookkeeper or financial advisor.

(c) By-laws. The By-laws shall contain provisions not inconsistent with this Declaration and in compliance with applicable City ordinances. The By-laws shall include, without limitation, provisions for annual, regular and special meetings of the members and the board of directors; officers; powers and duties of the Association and the Board of Directors; depositaries of Association funds; indemnification of directors, officers and Architectural Control Committee members; the maintenance of books of account and records; insurance; the use of the Common Areas; and other necessary or advisable operational matters.

4. Turnover Date; Declarant Control; Continuing Use of Unsold Tracts: As referred to throughout this Declaration, the "Turnover Date" is the date upon which the authority to elect the board of directors of the Association and to control Association matters passes from Declarant to the members.

(a) Declarant Control. Declarant shall, through the board of directors appointed by it in accordance with Section 3 of this Article, exercise control over all Association matters until the first to occur of the following, whereupon the authority to elect Association directors shall pass to the members, to wit: (a) the date which is three years after the date this Declaration is recorded in the office of the Recorder; (b) the date of the sale and conveyance by Declarant of legal title to fifty (50%) percent of all of the Tracts to Owners (other than an assignee or successor of Declarant as provided in Article 11, Section 13); or, (c) the date Declarant voluntarily elects to turn over to the members of the Association the authority to elect the said board of directors, which election shall be made by Declarant executing and recording in the office of the Recorder an instrument setting forth Declarant's intention to so turn over its authority hereunder. After the date Declarant turns control over to the Association, Declarant shall continue to hold the number of Association memberships and votes corresponding to the number of Tracts still owned by Declarant.

(b) Declarant's Continuing Use of Unsold Tracts. Declarant shall be entitled at all times to conduct sales of Tracts from the Property and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, Common Area and all other portions of the Property, excluding sold Tracts, for such purposes until all Tracts are sold. Declarant may at all times utilize signs and lighting as required to conduct its sales and marketing of the Property.

ARTICLE IX

ASSESSMENTS AND BUDGETS

1. Owners' Covenant; Lien; Personal Liability for Assessments: Declarant (by recording this Declaration and with respect to Declarant's Facilities) and each owner by taking title to a Tract, shall be deemed to have covenanted and agreed to be a member of the Association and to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as herein provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Tract against which each such assessment is made. Each such assessment, together with interest and costs of collection, including without limitation reasonable attorney's fees, shall be the personal obligation of the Person who is the Owner of such Tract at the time the assessments falls due. The personal liability of an Owner shall not pass to his, her or its successors in title unless expressly assumed by such successor.

2. Purpose of Assessments; Commencement Date: Assessments levied by the Association shall be used exclusively for the purpose of the improvement and maintenance of the Common Areas. Such uses shall include, without limitation, the cost of all general real estate taxes, insurance, repair, replacement and maintenance and other charges required or permitted by this Declaration, and the cost of those items that the Association shall determine to be necessary or desirable to meet the purposes of the Association, including without limitation the establishment and maintenance of contingency and replacement reserves. The annual assessments provided for herein shall commence for each Tract on the first day of the month following delivery to an Owner of a Tract Deed to such Tract.

3. Budgets; Amount of Assessment; Apportionment: Except with regard to the year of incorporation of the Association, in each year on or before October 1, the board of directors of the Association shall recommend to the Association members an annual budget of expenditures (including estimates of the total amount of maintenance expenses necessary to pay the cost of labor, materials, taxes, insurance, services, supplies and any other necessary or desirable items) which will be required during the ensuing calendar year (January 1 to December 31) to be authorized by such board, together, with reasonable amounts deemed necessary to fund any contingency and replacement reserves. On or before the next following December 1, the members of the Association must approve a budget but need not follow the recommendations of the Association's board of directors. The Association membership may amend the budget at any time at any regular meeting by adding amounts, additional items, reducing amounts, or removing items from the budget. On or before the next following December 5, or as soon as practicable (in the event a previously approved budget is amended), the board of directors shall notify each Owner in writing of the amount of the approved budget (hereafter the "Estimated Cash Requirement"). The Estimated Cash Requirement shall be apportioned among the Tracts equally, regardless of any disparity in the size of each Tract.

4. Assessment Levy Date; Date Payable. Assessments shall be levied effective the next following December 15 and shall be due and payable on or before January 15 of the ensuing year. The board of directors, or its delegate 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 Tract have been paid.

5. Delay Not a Waiver. The failure or delay of the board of directors of the Association to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay his share of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall continue to pay his share of such Estimated Cash Requirement at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.

6. Bookkeeping: The board of directors of the Association shall cause to be kept full and correct books of account in chronological order of the receipts and expenditures pertaining to the Common Areas, specifying and itemizing the expenses for improvement and maintenance of the Common Areas and any other expenses incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, or any holder of a mortgage on a Tract, at such reasonable time or times during normal business hours when requested by an Owner or by the holder of such mortgage. Upon seven days' prior written notice to such board, any Owner shall be furnished a statement of such Owner's account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such Owner.

7. Accounting: On or before the date of the annual meeting of members of the Association in each year the board of directors of the Association shall furnish to all Owners an itemized accounting of the receipts and disbursements for the preceding calendar year, together with a statement of financial condition of the funds of the Association at the end of the year.

8. Trust Fund; Depositaries: All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all 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 depositaries as the board of directors may select.

9. Delinquency; Collection: Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the Default Interest Rate, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Tract, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent now or hereafter permitted by law, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as hereinabove provided, shall be and become a charge and lien against the Tract of any such Owner when payable and may be foreclosed by an action brought in the name of the Association as in the case of foreclosure of mortgage liens against real estate. The Association shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest

so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

10. Priority of Liens. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage or trust deed placed on a Tract for the purpose of financing the acquisition or improvement of the Tract. In the event of the issuance of a deed pursuant to the foreclosure of a prior mortgage or a deed in lieu of foreclosure, the grantee in such deed shall take title free and clear of any lien for assessment authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of such deed.

11. Limited Exclusion of City. Property and improvements owned by the City for purpose of streets, drainage, water lines, storm and sanitary sewers and related appurtenances, shall be excluded from this Article IX. Property and improvements owned by the City and not otherwise excluded by the immediately preceding sentence shall not be subject to any assessment imposed pursuant to Sections 1 and 3 of this Article or the Association's enforcement rights under Section 9 of this Article.

ARTICLE X

EASEMENTS

1. Non-exclusive Easements Over Common Areas: Each Owner and their respective guests, invitees and employees shall have a non-exclusive easement for use and enjoyment in and to the Common Areas subject to the following: (i) the right of the Association to pass reasonable rules and regulations relating to such use and enjoyment, (ii) the right of the Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of this Declaration, (iii) the right of the Association to levy assessments as herein provided, and (iv) any and all rights reserved to Declarant and the Association as herein provided.

2. Reservation of Maintenance, Utility and Drainage Easements: A non-exclusive easement is granted to the Association and reserved for Declarant, and any of their respective agents, employees and independent contractors, to enter upon any Tract to the extent necessary for the purpose of maintaining, repairing and replacing the Common Area and any improvements over, under or upon the Common Area as herein provided, or for performing any of their respective obligations under this Declaration. In any such case, the Declarant and the Association or any of their agents, employees or independent contractors shall not be deemed guilty of trespass. A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements is granted to the Association and reserved by the Declarant over, under, across and through all Tracts. If any easement provided for in this Declaration is not created with respect to a Tract or any portion thereof prior to delivery of a Tract Deed to an Owner, such Owner hereby grants to the Declarant and the Association a power of attorney to execute and record any such easement for the benefit of the Property with respect to the Tract or Tracts owned by such Owner. The foregoing power of attorney is hereby coupled with an interest and irrevocable.

3. Future Easements and Licenses: The Declarant and the Association hereby reserve the right to grant easements or licenses for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation and inspection of utility services over, under, across and through any Tract as they deem necessary or desirable in order to effectuate the intent of this Declaration.

ARTICLE XI

GENERAL PROVISIONS

1. Term and Extension: The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any Tract subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the office of the Recorder, after which time such covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinafter provided.

2. Perpetuities and Restraints on Alienation; Savings: If and to the extent that any covenant, restriction or limitation in this Declaration 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 during which such covenants may be valid, then such covenant, restriction or limitation shall continue and endure no longer than the expiration 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 H. W. Bush, former President of the United States of America, living at the date of this Declaration.

3. Rerecording: If at any time or times the Declarant or the board of directors of the Association shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the office of the Recorder, in order to avoid the expiration hereof or of any of the covenants or other provisions herein contained under any of the provisions of 735 ILCS 5/13-118 et seq. of the Illinois Code of Civil Procedure, or any other law of similar import, it shall submit the matter to a meeting of the members of the Association called upon not less than ten (10) days' notice, and unless at such meeting at least three-fifths (3/5ths) of each class of members shall vote against such rerecording, the Declarant or the board of directors of the Association shall have, and is hereby granted, power to so rerecord, or cause to be rerecorded, 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 force and effect as though such action were taken by each of such Owners and the rerecorded document executed and acknowledged by each of them.

4. Provisions Run With Land: Each grantee of Declarant by taking title to a Tract, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or

declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or in any mortgage or trust deed or other evidence of encumbrance, and the rights described in this Section 4 or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Tract as fully and completely as though such rights were recited fully and set forth in their entirety in any such document.

5. Enforcement: Declarant, Association and each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Tract any Improvement which is and remains in violation of the covenants above set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof (in the manner provided in Section 19 of this Article) from Declarant or the Association to the Owner of any such Tract, then Declarant or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass.

6. Revocation, Amendment or Supplementation. Subject to the provisions of Section 3 of this Article, and except with respect to the Use Restrictions set out in Article III, 1 (a) and (b), the Owners may revoke, modify, amend or supplement in whole or in part any or all of the covenants, restrictions and conditions contained in this Declaration and may release all or any part of the Property from all or any part of this Declaration. Any such revocation, modification, amendment or supplement may be made effective at any time if the Owners of at least three-fifths (3/5ths) of the Tracts and the Declarant consent thereto, the consent of the Declarant being required only so long as the Declarant owns any of the Property other than Declarant's Facilities. Any such revocation, modification, amendment or supplement shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners (including the Declarant, if the Declarant at such time owns any of the Property) and recorded in the office of the Recorder.

7. Special Amendment by Declarant: Until the Turnover Date, Declarant hereby reserves the right and power to record a special amendment (hereinafter "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of any governmental agency, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Tract, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, or consent to, a Special Amendment on behalf of such Owner as such Owner's proxy or attorney-in-fact, as the case may be. Such power shall be irrevocable. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Tract and the acceptance thereof shall be deemed to be

a grant and acknowledgment of, and a consent to the reservation of the Power of the Declarant to vote in favor of, make, execute and record Special Amendments. Subject to the provisions of Section 13 of this Article, the right of the Declarant to act pursuant to rights reserved or granted under this Section 7 shall terminate at such time as the Declarant no longer holds title to any of the Property.

8. Modification; Waiver; Approval and Consent: No modification, amendment or supplement of this Declaration shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Declaration shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver, approval or consent shall be binding unless executed in writing by the party granting the waiver, approval or consent.

9. Construction: The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development of the Property.

10. Separability: If any of the covenants, conditions, restrictions or other terms of this Declaration shall be found void or unenforceable for whatever reason by any court of competent jurisdiction, then every other covenant, condition or term herein set forth shall remain valid and binding and in such event Declarant and all of the then Owners of the Property shall to the fullest extent possible modify, such covenant, condition, restriction or other term to the extent required to carry out the general intention of this Declaration and to impart validity to such covenant, condition, restriction or other term.

11. Land Trusts: In the event title to any Tract is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Tract remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Tract. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge and lien upon said Tract and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to any such Tract.

12. Validity: If any provision of this Declaration requires an act which would violate any law, ordinance or regulation, the action so required shall be excused. If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

13. Assignment: Notwithstanding any provision in this Declaration to the contrary, Declarant hereby reserves the right to transfer, assign, mortgage or pledge any and all of its privileges, rights, title and interests hereunder, or in the Property, by means of recording an assignment of such in the office of the Recorder of Deeds of DeKalb County, Illinois. Upon such

assignment, Declarant shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor or assignee of the rights of Declarant shall have or incur any liability for the obligations or acts of any predecessor in interest.

14. Additional Property: Until such time as Declarant turns over the Common Areas to the Association, Declarant may, in its sole discretion, and from time to time, elect to bring within the scheme of this Declaration additional real estate (hereinafter referred to as the "Additional Property") which now is, or may later become, adjacent to the Property or contiguous thereto as the term "contiguous" is defined for purposes of municipal annexations. Declarant is not obligated in any manner by this Declaration to acquire Additional Property or to add any particular tract, or to add tracts in any particular sequence, or to add contiguous tracts, it being the intention hereof that Declarant may decline to exercise the rights granted in this Section or may elect to exercise such rights only to a limited extent. The additions authorized by the following and succeeding provisions of this Section shall be made by recording in the office of the Recorder of DeKalb County, Illinois, a Supplementary Declaration with respect to the Additional Property, or portion thereof, which shall extend the scheme of this Declaration to the property to be added (hereinafter referred to as the "Added Property"). Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as are not inconsistent with the scheme of this Declaration. At such time as the Declarant causes the recording of such Supplementary Declaration or Declarations, then in such event: (a) the provisions of this Declaration applicable to the Common Area located on such Added Property, and the rights of Declarant with respect thereto, and all other rights, easements, covenants, restrictions, burdens, uses and privileges appurtenant to the Common Area shall include and apply to the Common Area as extended by such addition; (b) every person or entity who shall become an Owner of any Tract located in such Added Property shall be and become a member of the Association on the same terms and conditions and subject to the same qualifications and limitations, as those members who are then Owners of Tracts located on the Property; (c) Declarant shall have and enjoy in such Added Property all easements and exercise all rights, privileges and immunities reserved to it in this Declaration in the same manner and with the same force and effect as though the term Property as used in this Declaration included such Added Property; and (d) in all other respects, all the provisions of this Declaration shall include and apply to such Added Property in the same manner and with the same force and effect as though such added Property had been subject to the provisions of this Declaration.

15. Association's Failure or Refusal to Maintain Common Area: If the Association fails or refuses to maintain a Common Area in accordance with the terms and conditions of this Declaration, then the Declarant may notify and advise the Association in writing of such failure or refusal. If the Association thereafter fails or refuses to so maintain the Common Area within sixty (60) days of receipt of such notice by the Association, the Declarant shall be authorized to enter upon the Common Area to correct any deficiencies in the maintenance of the Common Area. The Declarant shall be entitled to record in the Recorder's office a lien against the Common Area for Declarant's costs and expenses in correcting those deficiencies. Upon the Declarant's receipt of reimbursement for its costs and expenses, the Declarant shall promptly

execute, acknowledge and deliver a release of lien as may be required to release any claim of lien that may have been placed of record.

16. Responsibility of Owner: Each Owner shall be responsible for any breach of this Declaration which is a result of its own acts or omissions or the acts or omissions of an Occupant of its Tract(s).

17. Compliance with Law: Each Owner shall at all times comply with all applicable federal, state, county and municipal laws, ordinances, rules and regulations and with the applicable regulations of the local fire insurance rating organization having jurisdiction or any other organization or board exercising a similar function with respect to the construction, maintenance, operation and use of such Owner's Tract or improvements thereon.

18. Delay in Performance -- Force Majeure: If the performance of any act or obligation under this Declaration is prevented or delayed by an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, mob violence, sabotage, malicious mischief, inability to procure or general shortage of labor, equipment or facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor union, condemnation, threatened condemnation, requisitions, laws, orders of government or civil or military or authorities or any other cause whether similar or dissimilar to the foregoing not within the reasonable control of the Person required to perform such act or obligation, then such Person shall be excused from the performance of such act or obligation for so long as such Person is so prevented or delayed by reason thereof. This force majeure provision shall apply to Declarant's, the Association's and each Owner's and Occupant's obligations hereunder except those that require the payment of money.

19. Notices: Any notice required or permitted to be sent under the provisions of this Declaration shall be deemed to have been received two (2) days after being deposited in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, if (a) to an Owner, at the last known address of such Owner, or (b) to the Declarant, at 1120 Yorkshire Drive, Sycamore, Illinois.

20. Binding Effect: All the 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 covenants, restrictions, conditions and easements herein described shall be sufficient to create and reserve such covenants, restrictions, conditions and easements to the respective grantors and grantees, mortgagees or trustees of such parcels as fully and completely as though said covenants, restrictions, conditions and easements were fully recited and set forth in their entirety in such documents.

21. Conflicts: If Declarant obtains a zoning variance with regard to any portion of the Property in which Declarant holds record title and such zoning variance provides for less

restrictive standards than the standards set forth in this Declaration, then the provisions of such zoning variance shall apply to that portion of the Property so affected and the provisions of this Declaration as to such standards shall be unenforceable by the Association and any other Owner with regard to such portion of the Property.

22. Captions and Headings; Singular and Plural; Gender: All captions and headings of articles and sections set forth herein are intended for convenience only and shall not be given, or construed to have, any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

Bethany Road Development, LLC

By: _____
Dr. Steven G. Glasgow, Manager

Unofficial

State of Illinois)
)
County of DeKalb)

I, the undersigned, a Notary Public in and for the County and in the State aforesaid, DO HEREBY CERTIFY that **Steven G. Glasgow**, Managing Member of Bethany Road Development, LLC, an Illinois Limited Liability Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member of Bethany Road Development, LLC, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of the said Bethany Road Development, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of December, 2003.



Mary E. English

Notary Public

Unofficial

Exhibit A: Legal Description

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of Bethany Business Campus, being a subdivision of part of the south half of the southwest quarter of Section 6, Township 40 North, Range 5 East of the Third Principal Meridian, Cortland Township, DeKalb County, Illinois, according to the plat thereof recorded November 25, 2003 in Plat Cabinet 9, at Slide No. 85-A, recorded as DeKalb County, Illinois, Recorder of Deeds Document 2003034096.

Unofficial

Exhibit B: Common Areas

Lot 1 of Bethany Business Campus, being a subdivision of part of the south half of the southwest quarter of Section 6, Township 40 North, Range 5 East of the Third Principal Meridian, Cortland Township, DeKalb County, Illinois, according to the plat thereof recorded November 25, 2003 in Plat Cabinet 9, at Slide No. 85-A, recorded as DeKalb County, Illinois, Recorder of Deeds document 2003034096.

Unofficial

Exhibit C: City of Sycamore Ordinance Disclosure

City of Sycamore Ordinance 2000-27 requires a subdivider of real estate including designated common areas to provide its transferees with a disclosure document outlining the provisions of Ordinance 2000-27. This document is delivered to you in satisfaction of that requirement.

Summary of Ordinance 2000-27

Though made applicable to all subdivisions containing common areas and created in the City of Sycamore after its effective date, the ordinance is largely a consumer protection device directed at residential subdivisions. As such, unless an exception is approved by the City, the Ordinance calls for the creation of an owners' association at the time of recording the final subdivision plat, vests the budgeting and derivative assessment powers in the membership rather than the Association's board of directors, and limits the ability of a subdivider to control the Association after the earlier of three (3) years from the date of recording the subdivision plat or the date on which the subdivider's sale of lots in the subdivision equals or exceeds fifty (50%) percent.

The model owners' association described by the ordinance provides for one membership in the association for each lot in the subdivision. If any lot is owned by more than one person, only one membership will accrue and only one vote may be cast on behalf of such membership. No person shall purchase any lot in the subdivision without joining the association and agreeing to pay all assessments for operation and maintenance of open space, commonly owned ground, or other facilities of the association.

The association is to be incorporated as an Illinois not for profit corporation. Unless an exception is approved by the City, the corporation is to have a board of directors consisting of an odd number of persons each of whom shall be a member of the association; members of the board of directors are to serve terms not longer than one year; and each member of the association is to be eligible to serve on the board of directors and any person may be elected for repeated terms on the board of directors. Except as restricted by the Ordinance, the board of directors may be empowered to manage the general business of the association; but, unless an exception is approved by the City, the board of directors is not permitted to take any of the following actions without approval of the membership:

- a. Authorizing any contract or entering into any contract for a term longer than one year. Any proposed contract, whereby more favorable terms can be obtained by contracting for more than one year and any situation where a contract for more than one year is necessary in order to arrange financing, shall be reported to the membership and such contract may be authorized with approval of the membership.
- b. Any contract for an expenditure not covered by an item in the current budget.
- c. Any capital improvement costing more than five percent of the total budget for the current fiscal year.

d. Any sale of any property of the association, provided that machinery may be used as a trade-in or may be sold when replacements are purchased out of funds available in the budget.

e. No member of the board of directors and no officer of the association shall receive any compensation for any services, provided that actual out-of-pocket expenses may be paid to a member or officer out of funds authorized in the budget.

Under the Ordinance, the association is to have the following officers: a president, who shall also be a member of the board of directors; a vice president, who shall also be a member of the board of directors; a secretary, who need not be a member of the board of directors; and a treasurer, who need not be a member of the board of directors. Meetings of the members of the association are to occur at least twice each year. Special meetings of the members of the association may be called at any time by the president, by any three members of the board of directors, or by any five members of the association. Meetings of the members are to be called by giving a notice of the meeting stating the time and place of the meeting and listing the agenda for the meeting. No item may be acted on by the membership if it is not listed on the agenda for the meeting.

The Ordinance affords the City substantial authority to enforce provisions of the Ordinance and the standards of the subdivision declarations, covenants, conditions and restrictions relating to the maintenance of common areas within subdivisions. Any person, firm, or corporation violating any provision of the Ordinance may be fined not less than five dollars and not more than five hundred dollars for each offense, and a separate offense is deemed committed on each day during or on which a violation occurs or continues.

In the event of the failure of the association or its members to maintain common areas (including storm drainage control facilities) the City may establish a special service area and choose to provide specific maintenance to the common areas that are in addition to the municipal services provided to the City of Sycamore as a whole. The cost of said services shall be paid by the property owners within the established special service area boundaries based upon an annual tax on the equalized assessed value of real property in an amount sufficient to cover the City's expense. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939. In addition, if the City agrees to accept streets within a subdivision that were constructed as private streets, then the City may assess the association one hundred (100%) percent of the costs of all improvements necessary to bring those streets to the then existing standards for public streets.

Finally, note that this is only a summary of the provisions of Sycamore City Ordinance 2000-27. While the terms summarized above will be applicable in general to subdivisions containing common areas within the City of Sycamore, the Ordinance provides that the City may approve alternate common area and owners' association arrangements proposed by subdividers on a case-by-case basis. The text of the Ordinance should be consulted for a complete understanding of its provisions and the City should be contacted regarding the existence of City approval of alternate arrangements.