

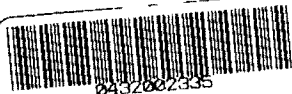
FIFTH AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLE FAMILY, DETACHED HOMES IN CONNECTION WITH PROVIDENCE
MANOR SUBDIVISION IN MATTESON, ILLINOIS

THIS AMENDMENT TO THE DECLARATION made this 26 day
of October, 2004, by FIRST MIDWEST BANK, not personally
but as Trustee under Trust Agreement dated May 19, 1993 and
known as Trust No. 93-4907(hereinafter referred to as
"Declarant").

WHEREAS, Declarant intends to add BYLAWS, described in
Exhibit F(attached), to the original Declaration recorded
August 6, 2002 as Document #20856491. It is the intention of
the Declarant that the BYLAWS fall under the same Covenants,
Conditions and Restrictions as the original Declaration.
Exhibit F-1 is the Legal Description of subject properties.

IN WITNESS WHEREOF, Declarant has caused this Amendment
to the Declaration to be signed and sealed on the day and year
first above written.



Doc#: 0432002335
Eugene "Gene" Moore Fee: \$78.00
Cook County Recorder of Deeds
Date: 11/15/2004 10:17 AM Pg: 1 of 10

First Midwest Bank, not personally
but as Trustee under Trust Agreement
dated May 19, 1993 and known as
Trust No. 93-4907

SEE TRUSTEE'S RIDER ATTACHED HERETO
By: AND MADE A PARTY HEREOF

Its: Assistant Trust Officer

Attest:

By: _____

Its: Trust Officer

BOX 334 CTI

PR LO BY, MAIL TO:
AM LIO HOUSE
320 MARYVIEW CT
MATTESON, ILL 60400

EXHIBIT F

BYLAWS OF PROVIDENCE MANOR COMMUNITY ASSOCIATION

ARTICLE I

GENERAL

1. **PURPOSE:** To establish the set of rules for the Association to govern its meetings and affairs.
2. **APPLICABILITY:** These Bylaws are attached as Exhibit F to the Declaration of Covenants, Conditions and Restrictions, Document #0020856491 recorded August 6, 2002, in connection with the Providence Manor Subdivision, Phases I through IV, in Matteson, Illinois.
3. **POWERS:** The powers of the Association include those granted by the General Not-For-Profit Corporation Act of the State of Illinois; those granted by the underlying Declaration; and those granted by these Bylaws.

ARTICLE II

MEMBERSHIP AND VOTING

1. **MEMBERSHIP:** Every person or entity who(which) is a record Owner of a Lot in the Providence Manor Subdivision is a member of the Association and subject to the obligations of the Declaration, Articles of Incorporation and these Bylaws. Ownership of such Lot is the sole qualification for membership, and membership shall transfer to a new Owner of record when such Lot is sold.
2. **VOTING RIGHTS:** Owners of Lots are entitled to one (1) vote per Lot owned. When the ownership is held by more than one person or entity, the vote for such Lot shall be exercised among them and in no case will there be allowed more than one (1) vote per Lot.

3. **DECLARANT/DEVELOPER PARTICIPATION:** Upon the incorporation of the Association, the Declarant/Developer shall participate in membership/voting on any Lot remaining in its ownership.

ARTICLE III

BOARD OF DIRECTORS

1. **INITIAL SELECTION OF BOARD:** The Declarant/Developer shall initially select five (5) Lot Owners to be the Board of Directors (Board) for the first year of the Association. At the end of the first year, a new Board shall be elected by a majority of the Owners.
2. **POWERS:** The Board shall have the following powers and obligations to the Association:
 - a. To elect or remove the Officers of the Association.
 - b. To set policy and administer the affairs of the Association.
 - c. To monitor and enforce the Covenants, Conditions and Restrictions of record contained in the Declaration.
 - d. To ensure the maintenance, repair and reconstruction (if necessary) of the Signage Monument and adjoining landscaping located in the dedicated easement at the Southeast corner of Providence Drive/Central Avenue (Lot 1, Providence Manor Phase IA).
 - e. To ensure the collection of assessments from Association membership, budget annual expenses and oversee all expenditures of the Association.
 - f. To appoint committees in order to perform specific tasks.
 - g. To establish the rules necessary to accomplish the above tasks.
3. **LIMITATION OF BOARD'S POWER:** Notwithstanding any provision in this Article or elsewhere in these Bylaws, the Board shall not have the power or duty to act in any way which materially impairs the improvements to the Development, as contemplated in the Declaration, or which impairs or infringes upon the Declarant/Developer's rights set forth in the Declaration, Deeds and Plats of Subdivision of record.
4. **COMPENSATION:** The Board of Directors shall receive no compensation for services, but shall be entitled to reimbursement for expenses authorized on behalf of the Association.

ARTICLE IV

OFFICERS

1. **INITIAL SELECTION:** A minimum of Officers consisting of a President, Vice President, Secretary and Treasurer may, at its option, be initially selected by the Declarant/Developer; otherwise, they shall be elected by the Board of Directors annually for a term of one (1) year as below-stated.
2. **OFFICER ELECTIONS:** The President and Vice President shall be elected by the Board from the Board's membership. The President and Vice President shall thus serve as both Officers and Directors simultaneously. The balance of Officers shall be elected by the Board from the total membership.
3. **OFFICER DUTIES:**
 - a. **President:** The President is a Director and the Chief Executive Officer of the Association, who acts in the capacity as Chairman of the Board of Directors, presides over the general membership meetings; ensures that orders and resolutions of the Board are carried out; signs all written instruments on behalf of the Association; and conducts the normal day-day business of the Association.
 - b. **Vice President:** The Vice President is a Director and shall act in place and stead of the President in the event of President's absence; and shall exercise the duties as assigned to him by the Board or President.
 - c. **Secretary:** The Secretary is elected from the general membership by the Board and is responsible to keep the records of the Association to include the minutes from both the Board meetings and from the general membership meetings; maintain the Corporate Seal of the Association and affix it on all appropriate documents; serve notices of Association meetings; maintain an accurate listing of all Association Owners; and perform any duties incident to the office of Secretary.
 - d. **Treasurer:** The Treasurer is elected from the general membership by the Board and is responsible for keeping the financial records and books of account for the Association; reporting procedures for such books; disbursement of funds as directed by the Board; cosigning of all out-going checks or promissory notes of the Association; assisting in any audit required of the Association's books; preparation and presentation of the annual budget to the Board and to the general membership at the annual meetings; and collection and security of any monies coming in to the Association.
4. **VACANCIES:** A vacancy in any office shall be filled by the Board by a majority vote of the Directors at a regular or special meeting of said Board. The elected Officer shall hold office for a term equal to the unexpired term of the Officer he is succeeding.
5. **COMPENSATION:** Officers shall receive no compensation for services, but shall be entitled for reimbursement for expenses authorized on behalf of the Association.

ARTICLE V

MEETINGS

1. **BOARD MEETINGS:** A regular meeting of the Board shall be held not less than semi-annually, one of which shall be held within ten (10) days following the annual general membership meeting. Special meetings of the Board shall be held upon the call of the President or of a majority of the Board. Notice of any meeting shall be given not less than 48 hours prior to said meeting. All meetings of the Board shall be open to any member of the Association except in such circumstance where a discussion of a pending litigation versus an Owner necessitates privacy. A majority of the total Directors constitutes a quorum.
2. **ANNUAL MEMBERSHIP MEETING:** A meeting open to the total membership shall be held annually at a place and time as designated in writing by the President. Business conducted at this meeting must include the following:
 - a. The election of a new Board of Directors for the coming year from the list of nominees presented by the nominating committee and nominations from the floor.
 - b. Presentation of the end of year financial condition of the Association.
 - c. Adoption of the annual budget for the coming year.
 - d. Enactment of adjustments to the annual assessments of members.
 - e. Promulgation of new rules or regulations adopted by the Board for the coming year.
3. **SPECIAL MEETINGS:** Special meetings of the members of the Association may be called at any time for purpose of considering matters which, by terms of the Declaration, require approval of the Voting Members. Said meetings shall be called by written notice and authorized by either the President or a majority of the Board or by at least 50% of the Voting Members of the Association.
4. **CONDUCT OF MEETINGS:** The procedural conduct of all regular or special meetings will be substantially in accordance with "Roberts Rules Of Order", Second Edition, or the like.
5. **NOTICES:** Written notice of all regular and special meetings of members of the Association shall be prepared by the Secretary and delivered to the membership not less than ten(10) days prior to the date of the meeting. Notice will include the time, place and purpose of such meeting.

ARTICLE VI

ASSESSMENTS

1. **MEMBER RESPONSIBILITY:** In accordance with the Declaration, each Member of the Association(Owner) is responsible to pay to the Association regular assessments for the maintenance of Association property, special assessments for capital improvements to

such property and for Association expenses.

2. ASSESSMENT PROCEDURES:

a. Regular Assessments

- (1) Initial year regular assessment shall be \$ 100.00 per member per annum, collected from the members in semi-annual payments of \$ 50.00 per member and shall be due for payment by the 15th day of January and the 15th day of July of each calendar year. New members(Owners) shall pay a prorated amount based on date of ownership during a calendar year.
- (2) Upon completion of the initial calendar year, increases may be levied up to 5% per annum by the affirmative vote of a simple majority of the Voting members of the Association; or, 10% per annum by the affirmative vote of 2/3 of Voting Members present at a meeting thereof called and held in accordance with these By-laws.
- (3) Upon completion of the initial calendar year of the Association, at the Annual Membership Meeting thereof, the Board shall announce payment dates and amounts for the coming year and written notice of same shall be delivered to all members in accordance with ARTICLE V, 5.

b. Special Assessments

- (1) Assessment levied to defray the cost of capital improvements to include the construction, reconstruction or unexpected repair/replacement of the Signage Monument and adjoining landscaping.
- (2) The need for such assessment and the particulars of amount and payment period shall be set forth in a resolution by the Board which is promulgated to the total membership.
- (3) Such assessment must be approved by 2/3 of the Voting Members of the Association at a meeting called by the Board for that purpose. Exception: when such proposed assessment is mandatory to compliance with any legal agreement with the Village of Matteson or other outside agency, approval of same is subject only to approval by the Board of Directors.
- (4) Upon approval, a minimum of 30 days notice shall be served on Owners as to the assessment amount and payment date.

3. NON-PAYMENT OF ASSESSMENTS

- a. Any assessment not paid by the due date is delinquent, such delinquency which constitutes a Lien against the Owner's Lot. Beginning 30 days after such delinquency becomes effective, the unpaid portion of the assessment shall bear interest at a rate in accordance with the maximum rate allowed under the usury laws of the State of Illinois from the date of delinquency.
- b. The Association may recover any delinquent assessments by bringing an action against the Owner personally obligated to pay same, or foreclose the Lien against the Owner.
- c. Notice of delinquency shall be delivered to such Owner within 14 days following the expired due date. Said notice shall iterate the information contained in paragraphs 3.a. and 3.b. aforementioned and shall demand payment prior to the 30 day late expiration.

4. **ASSESSMENT EXCEPTION:** The Declarant/Developer shall be responsible only for assessments to Lots it owns which contain completed houses, such as model show homes or completed, unsold homes-for-sale.

ARTICLE VII

ASSOCIATION OBLIGATIONS

1. **SIGNAGE MONUMENT:** The Association shall be bound to maintain the Signage Monument and adjoining landscaping in strict accordance with the Declaration of Covenants, Conditions And Restrictions, Article VI. The Board shall establish a regular routine for the maintenance of said area by selected members or may contract said maintenance to an outside source.
2. **PROPERTY RESTRICTIONS:** The compliance with property restrictions is the responsibility of each member of the Association. Such restrictions are denoted in the Declaration of Covenants, Conditions and Restrictions, Article II. Violations may be reported by any member of the Association to the Board for compliance enforcement. The Board will establish the procedural steps taken to deal with violators, to include verbal notice, written notice, penalty, litigation, etc.. Article VIII, paragraph 3. of the Declaration provides the basis of such enforcement.
3. **ARCHITECTURAL CONTROL:** Once the Developer has completed construction of all planned homes in Providence Manor, the Board may establish an Architectural Review Committee to exercise control over member plans and specifications for altering or adding exterior features to properties within the Community which affect the overall value of the Community. Article I., paragraph 3. of the Declaration is a guide for such a committee.

ARTICLE VIII

LIABILITY

1. **INDEMNIFICATION:** The Directors and Officers of the Association shall not be liable to the members for any mistake of judgment or any acts or omissions made in good faith as such Directors or Officers. The members shall indemnify and hold harmless each of such Directors or Officers against all contractual liability arising out of contracts made in good faith on behalf of the Association.
2. **INSURANCE:** The Board shall obtain comprehensive public liability insurance in such limits as necessary to protect the Signage Monument and its easement area from accident, damage, injury, etc.. It shall also obtain workman's compensation insurance and other

liability insurance to insure each member of the Association in connection with assigned duties.

ARTICLE IX

OTHER PROVISIONS

1. **AMENDMENTS:** These Bylaws may be amended at any time by a majority vote of the total membership of the Association; however, any amendment relating to the rights of the Declarant/Developer must receive the written consent of said Declarant/Developer. No amendment to these Bylaws may conflict with the provisions of the underlying Declaration. An amendment shall become effective only upon the recording of same with The Cook County Recorder of Deeds.
2. **CONFLICTS:** In the event of any conflict between any provision of these Bylaws and a provision of the Declaration, the provision of the Declaration shall control.
3. **FISCAL YEAR:** Unless the Board adopts a resolution to the contrary, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December every year; however, the initial fiscal year shall begin on the date of Incorporation.
4. **INCORPORATION:** The association shall be formed as an Illinois Not-For-Profit Corporation and shall be known as "Providence Manor Community Association".

RIDER ATTACHED AND MADE A PART OF

DATED OCTOBER 26, 2004

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No. 93-4907, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

In witness whereof, the undersigned corporation, not personally but as trustee as aforesaid, has caused these presents to be signed by its Assistant Trust Officer and its corporate seal to be hereunto affixed and attested by its Trust Officer this 26th day of October, 2004.

First Midwest Bank as Trustee as aforesaid and not personally
But as Trustee under Trust No. 93-4907.

By

Jennifer E. Koff
Assistant Trust Officer

Attest:

Kathryn Q. Dickason
Trust Officer

STATE OF ILLINOIS, Ss:
COUNTY OF COOK

I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jennifer E. Koff, Assistant Trust Officer of FIRST MIDWEST BANK, and Kathryn Q. Dickason, the attesting Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and the attesting Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said attesting Trust Officer did also then and there acknowledge that he as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of October, 2004.

Martha A. Kimzey
NOTARY PUBLIC

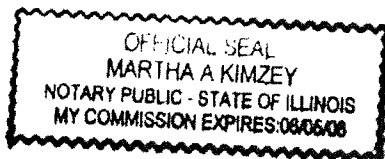


EXHIBIT F-1

LEGAL DESCRIPTION

LOTS 1-45, IN PROVIDENCE MANOR PHASE ONE, BEING A
SUBDIVISION OF PART OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF
SECTION 16, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

All Parcels - 205th & CENTRAL AVE, MATTESON, ILL

PERMANENT PARCEL NO: 31-16-318-001 through 023; 31-16-317-001
through 012; 31-16-316-001 through 003;
31-16-319-001 through 007

LOTS 51 THROUGH 77 IN PROVIDENCE MANOR PHASE TWO, BEING A
SUBDIVISION OF PART OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTH $\frac{1}{2}$ OF
THE SOUTHWEST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 13
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel No.: 31-16-316-004 through 009; 31-16-318-026
through 028; 31-16-319-009 through 011;
31-16-103-007; 31-16-108-001 through 006;
31-16-109-001 through 005; 31-16-110-001
through 003

LOTS 78-103 IN PROVIDENCE MANOR PHASE THREE, BEING A SUBDIVISION
OF PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 35 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

Permanent Parcel No.: 31-16-101-002, 31-16-101-006, 31-16-
103-002, 31-16-103-004, 31-16-103-008,
31-16-103-009, 31-16-301-002 (Effect Part
of Parcel and Other Property)

LOTS 104-121 AND 123-140 IN PROVIDENCE MANOR PHASE FOUR BEING
A SUBDIVISION OF PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP
35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

Permanent Parcel No.: 31-16-101-002, 31-16-101-006,
31-16-103-008, 31-16-103-009
(Effect Part of Parcel and Other
Property)