

Thornwilde Inc.

P.O. Box 188 / Warrenville, IL. 60555
630-393-2488

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS

&

BY LAWS

DOCUMENT # R76-82956

'THORNWILDE'

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS AMENDMENT, made on the date hereinafter set forth by Pulte Home Corporation, a Delaware corporation, Declarant, under a certain Declaration of Covenants, Conditions, and Restrictions for Thornwilde recorded July 31, 1973, in DuPage County, Illinois as Document number R73-47397 (hereinafter referred to as "Declaration") and those certain "Owners" of "Lots" in "Thornwilde" (as those terms are defined in the Declaration) who subscribe hereto (hereinafter referred to as the "Consenting Owners");

WITNESSETH;

WHEREAS, on July 31, 1973, Declarant recorded the Declaration in DuPage County, Illinois, as Document No. R73-47397 for the purpose of subjecting certain real property described therein to the covenants, conditions, easements, restrictions, charges and liens contained in said Declaration, such real property being legally described as follows:

Unit 1 of Edgebrook, being a Subdivision of part of the North 1/2 of Section 34, Township 39 North, Range 9, East of the Third Principal Meridian, City of Warrenville, according to Plat of Subdivision recorded June 4, 1973, as Document No. R73-31752 in DuPage County, Illinois and

WHEREAS, within the terms of the Declaration, Declarant established and provided for the annexing of land to the "Properties" (as that term is defined in said Declaration) subjected to said Declaration in addition to the real property described therein, provided for and identified certain "Common Area" (as that term is defined in said Declaration) which included, among other things, open spaces and private streets, to be owned by the "Association" (as that term is defined in said Declaration) for the use and enjoyment of Owners and created certain easements and property interests thereon, provided for the construction of certain recreational facilities on said Common Area, including but not limited to a, pool and clubhouse facility and provided for different classifications of "Members" (as that term is defined in said Declaration) of the Association consisting of Declarant and Owners and established the voting rights thereof; and

WHEREAS, it is the mutual desire of Declarant and the Consenting Owners that the applicable terms and provisions of the Declaration relating to the matters identified in the preceding paragraph of this Amendment be modified and amended to provide for and accommodate certain changes in circumstances which have taken place since the date of the recordation of the Declaration and certain new covenants, agreements, and understandings which have arisen between Declarant and the Consenting Owners and that an Amendment to said Declaration be effected in order to accomplish the same; and

WHEREAS, Article XI, Section 4 of the Declaration provides that during the first 20 year period after the recording thereof, the Declaration may be amended by an instrument signed by the Owners of not less than 90% of the Lots and that any such Amendment shall be effective upon its recording in the Office of the Recorder of Deeds of DuPage County, Illinois; and

WHEREAS, the Declarant and Consenting Owners affixing their signatures to this Amendment constitute the Owners of more than 90% of the residential Lots in Thornwilde;

NOW, THEREFORE, Declarant and the Consenting Owners hereby declare that the Declaration is hereby amended in the following manner and all of the real property described in said Declaration shall be held, sold, and conveyed subject to the covenants, conditions, easements, restrictions, charges, liens, releases and other matters contained in this Amendment which shall run with said real property and shall be binding upon and shall inure to the benefit of all persons having any title, right, or interest therein or any part thereof and their respective heirs, legatees, personal representatives, successors, and assigns:

1. The property rights created under the provisions of Article II, Sections 1 through 5, inclusive, of the Declaration in favor of the Owners of Lots within Thornwilde relative to and burdening the Common Area identified and described in Article 1, Section 5, of the Declaration are hereby and are forever released, discharged, and extinguished as to those portions of said real estate as are not hereinafter included within the definition and description of the "Common Area" as it appears in Article 1, Section 5 of this Amendment to the Declaration, except that the easements for ingress and egress over, upon, and across the Common Area for the use and benefit of Owners, as created and established by Article II, Section 3, of the Declaration are not released as to that real estate which is located in Unit 1 of Edgebrook, aforesaid and which is particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Owners Easement Area") but such easements shall be released, discharged, and extinguished automatically as to any part of that real estate legally described in said Exhibit A as the Owners Easement Area upon dedication thereof for public use as a road or street to any municipal, township, county, or state authority.

2. That portion of the real estate legally described on Page 1 of the Declaration and as further referred to and identified as the "Properties" in Article I, Section 4, of the Declaration which is not included within the definition and legal description of the "Properties" appearing in Article I, Section 4, of this Amendment to the Declaration, shall be and hereby is forever released from the Declaration and all the terms, covenants, restrictions, conditions, reservations, liens, charges, easements, and provisions of said Declaration, except as herinbefore provided in Paragraph 1.

3. The text of Article I through Article XI of the Declaration is hereby amended in its entirety to read as follows:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean THORNWILDE, INC., an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Member" shall mean every person or entity who is a member of the Association. Every Owner of a Lot shall be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot. There shall be one class of Members as provided in Article III hereof.

Section 4. "Properties" shall mean that property which is hereby brought within the jurisdiction of the Association and subjected to the covenants, easements, restrictions, charges, and liens herein provided such property being located in Unit One of Edgebrook, aforesaid and being particularly described in Exhibit B attached hereto and made a part hereof.

Section 5. "Common Area" shall mean that property to be owned by the Association for the common use and enjoyment of all of the Owners, such property being located in Unit 1 of Edgebrook, aforesaid and being particularly described in Exhibit C attached hereto and made a part hereof.

Section 6. "Lot" shall mean the following plotted Lots located within the Properties:

Lots 15 to 89, inclusive, all in Unit 1 of Edgebrook, aforesaid.

Section 7. "Declarant" shall mean Pulte Home Corporation, a Delaware corporation, and its successors and assigns.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and any appurtenances thereto and the same shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to reasonably regulate and limit the use of the Common Area;

b. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be deemed proper by the Members. No such dedication or transfer shall be effective unless an

instrument consenting to such dedication or transfer shall have been executed and acknowledged by sixty-seven percent (67%) of the Members which instrument shall thereafter be recorded in the Office of the Recorder of Deeds of DuPage County, Illinois. The recital in any such instrument that it has been executed and acknowledged by sixty-seven percent (67%) of the Members shall be conclusive and binding on all parties.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, rules and regulations of the Association, his right of enjoyment in and to the Common Area to the members of his household or to his tenants or contract purchasers or to members of their households, provided any such assignee(s) shall reside on the Lot of such Owner.

Section 3. Owner's Easements for Ingress and Egress. Declarant does hereby establish and declare an easement in perpetuity for ingress and egress over, upon, and across all of the Common Area as now described in Exhibit C hereof, or at any time hereafter included in the Properties, for the use and benefit of the Association and for the Owners at the date hereof and from time to time hereafter of the following described land:

Lots 15 to 89, inclusive, in Unit 1 of Edgebrook, aforesaid.

Said easement shall be an easement appurtenant, running with the land immediately hereinabove described. Reference to said easement in any deed of conveyance, or in any mortgage or trust deed or their evidence of obligation, shall be sufficient to create, grant and reserve such easement to the respective grantees, mortgagees or trustees of said parcels fully and completely as though said easement were fully recited and set forth in its entirety in such document.

Section 4. Access to Adjoining Lots. Every Owner of a Lot and also the Association, and their respective agents, employees and independent contractors, shall have the right and license to enter upon the adjoining Lot or Common Area to the extent necessary for the purpose of maintaining, repairing and replacing the improvements situated on or near the boundary of such Owner's Lot and 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 enter upon any such Lot or the Common Area for the purposes of exercising the right and license created by this Section 4, then such Owner, or the Association, as the case may be, shall make all necessary repairs or replacements on such Lot or the Common Area to correct any damage inflicted upon the same by exercise of the right and license.

ARTICLE III

VOTING RIGHTS

The Association shall have one class of voting membership. Each Owner shall be a Member and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any one Lot, all such persons collectively shall be considered one Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to such Lot.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. All Lots in Thornwilde shall be subject to Assessments as provided herein. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments, (2) Special Assessments, and (3) a single Initial Assessment, such Assessments to be established and collected as hereinafter provided. Lots owned by Declarant shall be exempt from Special Assessments during such ownership, and Declarant shall only pay an Annual Assessment limited to thirty-three and one-third percent (33-1/3%) of the Annual Assessment fixed for Lots owned by Owners for such Lots as do not have a completed residence constructed thereon. All Assessments, together with interest, costs of collection, and reasonable attorney's fees as hereafter 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 interest, costs of collection and reasonable attorney's fees as hereafter provided, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them. Assessments shall be collected and paid in periodic installments as determined by the Board of Directors of the Association.

Section 2. Purposes of Assessments. The Annual Assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and, subject to the provisions of Article V, for the improvement and maintenance of the Common Area, the Lots, and the homes situated thereon, for contribution to Declarant of the pro rata share of the Owners for the maintenance of private streets and drives, as provided in Article VI hereof, and also for the conduct of the general affairs of the Association. The Special Assessments shall be used, subject to the provisions of Article V, to provide funds in relation to capital improvements in the Common Area. The Initial Assessment shall be used for such purposes of the Association as the Board of Directors in its sole discretion sees fit, provided such use is consistent with this Declaration, including, but not limited to the provisions of Article V.

Section 3. Levy of Annual Assessments: Maximum Annual Assessments. The Board of Directors of the Association shall levy Annual Assessments subject to the limitations hereinafter provided:

a. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment shall be Two Hundred Fifty-Eight Dollars (\$258.00) per Lot.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year by the Board of Directors not more than ten percent (10%) above the maximum Annual Assessment (as distinguished from the actual Annual Assessment levied) for the prior year.

c. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum Annual Assessment may be increased above the maximum amount permitted pursuant to paragraph (b), provided that such increase shall be approved by sixty-seven percent (67%) of the Members voting in person or by proxy at a meeting duly called for this purpose.

d. Increases in Assessments for the purpose of providing for the payment of increases in general real estate or personal property taxes shall not be subject to the limitations provided in this Section 3 provided that the amount of such increase and the reasons therefore be clearly identified in the Assessment notice.

Section 4. Date of Commencement of Annual Assessments -Due Dates.
The Annual Assessments shall commence as to each Lot on the first day of the month following the issuance of the Certificate of Occupancy by the municipality having jurisdiction thereof. The first Annual Assessment shall be adjusted accordingly to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot by at least December of the preceding calendar year, but failure to do so shall not affect the validity thereof. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association, upon demand, and for a reasonable charge, shall furnish a certificate signed by an officer of the Association setting forth whether the Annual Assessments on a specified Lot have been paid.

Section 5. Special Assessments for Capital Improvements. In addition to Annual Assessments, the Association may Levy in any assessment year, Special Assessments for purposes of defraying, in whole or in part, the cost of any construction, re-construction, purchase, repair or replacment of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such Special Assessment which shall be in excess of Thirty Dollars (\$30.00) per Lot shall have the assent of sixty-seven percent (67%) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. The Association, upon demand, and for a reasonable charge, shall furnish a certificate signed by an officer of the Association setting forth the current status of the payment of Special Assessments for capital improvements on any Lot.

Section 6. Notice and Quorum for Any Action Authorized by Members Under Sections 3 and 5. Written notice of any meeting of Members called for the purpose of approving any action authorized under Section 3 and 5 shall be mailed or delivered to all Membes not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of all of the votes the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Initial Assessment. At the time of the initial sale of any Lot from Declarant or its nominee to any Owner, such Owner shall pay to Declarant for the use of the Association a sum equal to the greater of Two-Hundred Four Dollars (\$204.00) or fifty percent (50%) of the Annual Assessment then in effect. Such sum shall be delivered by Declarant to the Association for use as described in Section 2 of this Article IV. The Initial Assessment for any Lot shall be levied only upon the sale by Declarant or its nominee to an Owner and shall not be levied on any subsequent sales of the Lot. The Association, upon demand, and for a reasonable charge, shall furnish a certificate issued by an officer setting forth whether the Initial Assessment on any Lot has been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies for Collection. Any Assessment of any kind provided herein which is not paid within thirty (30) days after the due date shall bear interest from the due date at the highest general interest rate which may then be contracted for by a person under Illinois Law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against his Lot and there shall be added to the amount of such Assessment an interest, the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include such interests, costs of preparing and filing and a reasonable attorney's fee to be fixed by the court. In addition thereto the Association may deny the Owner the use and enjoyment of any of the Common Area and the facilities thereon, except ingress and egress to and from the Owner's Lot until the delinquent Assessment, interest and other sums stated herein are paid. No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE V

DUTIES AND POWERS OF THE ASSOCIATION

In addition to the duties and powers inherently charged to and possessed by the Association as an Illinois not-for-profit corporation and the duties and powers enumerated herein and in the Articles of Incorporation and By-Laws, and without limiting the generality of the same, the Association shall have the following duties and powers:

Section 1. General. Pay any real and personal property taxes and other charges assessed against the Common Area; grant easements where necessary for public utilities over the Common Area to serve both the Common Area and the Lots; adopt reasonable rules and regulations controlling and limiting the use of the Common Area and further adopt rules and regulations controlling and limiting the use of the Common Area and further adopt rules and regulations

supplementing the General Use Restrictions as provided by Article XI, Section 8 hereof; maintain such policy or policies of insurance at all times as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members, Officers, and Directors; employ a manager or other persons and contract with independent contractors, managing agents, collection agents and others to perform and effectuate all or any part of the duties and powers of the Association, if deemed necessary by the Directors; and establish such reserves as the Board of Directors shall from time to time deem necessary to fulfill and further the purposes of the Association. The funds contained in such reserves shall be employed in such a manner as the Directors shall deem fit, consistent with the terms of this Declaration. Funding of any such reserves may be provided by means of the Annual Assessments and the Initial Assessments hereinbefore described.

Section 2. Common Area. Own, maintain and otherwise manage the Common Area and all facilities, improvements, sidewalks, exterior lighting, and landscaping situated on the Common Area. Lawns, trees, shrubs, flowerbeds and other landscaping features are to be mowed, trimmed and cultivated. Private sidewalks are to be kept in sightly and serviceable condition. Community features are to be operated and kept in sightly and serviceable condition at all times, subject to seasonal limitations. Provide such other services with respect to the Common Area as shall be deemed to be beneficial and convenient by the Board of Directors of the Association.

Section 3. Private Streets. As more specifically provided in Article VI hereof, maintain, repair, and replace certain designated private streets abutting and serving the Properties and contribute the pro rata share of the Owners of the costs of maintenance, repair and replacement of certain other designated private streets abutting and serving the Properties, so long as the same remain private.

Section 4. Residence Areas. Provide the following, within practical and economic limitations established by the Board:

a. Painting, staining, refinishing, repair, replacement, and tuckpointing of all exterior surfaces of the Owner's home excluding any glass surfaces, but specifically including, among other things, siding, roofs, chimneys, gutters, downspouts, and shutters. All of the foregoing services shall comply with the esthetic standards from time to time adopted by the Architectural Committee pursuant to Article IX hereof.

b. Maintenance of the original and normal complement of landscaping (as defined and limited by the Board) within each Lot unless fenced, surrounded by shrubs, landscaped, improved, or equipped by the Owner in such manner as to preclude convenient access by large equipment.

(c) Refuse collection, snow removal (from driveways and/or private streets) and other services with respect to the residence areas to the extent deemed by the Board to be beneficial and convenient.

The foregoing services provided by the Association in regard to exterior surfaces of an Owner's home shall be limited to normal wear and tear and the Owner shall be solely responsible for all exterior repair and replacement resulting from causes other than normal wear and tear, and subject to the provisions of Article VII hereof, shall be solely responsible for all interior and structural repair and replacement. In the event the Owner shall fail to effect promptly the repairs and replacements of his home necessitated by causes other than normal wear and tear, the Association may (but shall not hereby be required to) effect such repairs and replacements and the Association shall be entitled to reimbursement in full from the Owner for its costs of every kind incurred in this connection, including the right to receive applicable insurance proceeds. Each Owner shall keep the home now or hereafter situated on his Lot insured against loss or damage by fire, lightning and windstorm under policies providing for payment of money sufficient to cover the full cost of replacing or repairing the same, payable, in case of loss or damage, to the Owner or to the Association as their interests may appear (subject to the rights of the mortgagee, if any), such rights to be evidenced by the standard clause to be attached to each policy, and shall deliver to the Association evidence of such insurance and the renewal thereof from time to time upon request. If, in such circumstances, the Association shall elect to effect such repairs and replacements, it shall have the right, through its agents, employees and independent contractors, to enter upon the Lot and to both the exterior and interior of the home situated thereon, to the extent necessary for the aforesaid purpose and shall not be guilty of any trespass. To the extent the insurance proceeds shall be insufficient to reimburse the Association for its said costs, the same shall become the personal obligation of the Owner and a continuing lien on the Lot, recoverable with interest, costs, and reasonable attorneys' fees in the same manner and to the same extent as provided under Section 8 of Article IV hereof with respect to delinquent assessments.

Section 4. Board Determination. The determination by the Board of Directors of the Association as to matters of benefit and convenience in this Article shall be binding and conclusive.

ARTICLE VI

MAINTENANCE OF PRIVATE STREETS

Declarant proposes to develop certain real estate of which Declarant is or was the Owner or contract purchaser as of June 4, 1973, and of which the Properties are a part, with not more than 450 residential lots, recreational areas, open spaces and a system of private streets, such real estate being particularly described in Exhibit D attached hereto and made a part hereof and being referred to hereinafter as the "Development Area". Included within the system of private streets referred to herein are those areas which are currently being used by the Owners of Lots within the Properties as private streets to ingress and egress to and from their Lots, such areas having been heretofore designated in Paragraph 1, Page 3 of the Amendment to this Declaration as the "Owners Easement Area" and being legally described in Exhibit A hereto. It is contemplated by Declarant that of the property contained in the Owner's Easement Area, Lots 158 and 159 in Edgebrook Unit 1 aforesaid, will be used mainly by the Owners and that use thereof by any other

persons will not be substantial or significant, that Lot 156 in Edgebrook Unit 1 aforesaid will be used mainly by the Owners and that use thereof by any other persons who may hereinafter reside in residences which may be constructed to the North of said Lot 156, and that Lot 161 and those parts of Lots 150 and 162 in Edgebrook Unit 1 aforesaid hereinabove described Exhibit A will be used equally by each of the persons who will eventually own one of the 450 residences to be constructed in the Development Area. It is, therefore, declared as follows:

1. Until such time as Lots 158 and 159, aforesaid, shall be dedicated for public use as a road or street to any municipal, township, county, or state authority, the Association shall keep the same in good condition and repair and shall pay the costs thereof out of the Annual Assessments collected by the Association.

2. Until such time as Lots 156 and 161 aforesaid, and those parts of Lots 150 and 162 described in Exhibit A shall be dedicated for public use as a road or street to any municipal, township, county or state authority, Declarant, or such entity as may be established by Declarant for such purpose shall keep the same in good condition and repair and shall pay the costs thereof with such assistance from the Association as is hereinafter provided.

3. In order to contribute to pro rata share of the Owners of the costs of the maintenance and repair of said Lots 156, 161, and those parts of Lots 150 and 162 described in Exhibit A, aforesaid, the Association shall, out of the Annual Assessments collected by it, pay annually to Declarant or to such entity as may be established by Declarant for such purpose, a sum equal to the total of: (a) One-half (1/2) of the amount certified by Declarant or such entity as having been expended during the preceeding year for the repair and maintenance of Lot 156, and (b) 75/450 of the amount certified by Declarant of such entity as having ben expended during the preceeding year for the repair and maintenance of Lot 161 and those parts of Lots 150 and 162, described in Exhibit A.. If requested by the Association, the Declarant or such entity shall submit paid invoices and vouchers in support of its certified amount.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the residences of the Properties and placed along the common boundary between two Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use, unless a party wall is damaged by an act or omission of one Owner, in which event the Owner causing such damage shall be solely responsible for the entire repair and cost thereof.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 6. Dispute. In the event of a dispute between Owners with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors which shall decide the dispute, and the decision of the Board of Directors shall be final and conclusive on the parties.

ARTICLE VII

ENCROACHMENTS

Each Lot within the Properties is hereby declared to have an easement over all adjoining Lots and Common Area for the purpose of accommodating any encroachment of improvements, including, but not limited to, overhanging eaves and other architectural projections and appendages of not more than two lateral feet designed and originally constructed by the developer and to drainage of rainwater from roofs and to errors of not more than one lateral foot in the placement of original construction and to settlement or shifting of improvements. There shall further be a right and license for the maintenance, repair, and replacement of any such encroachments so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner, nor shall the corresponding right and license exist, 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 right and license to re-establish such encroachment to the same condition as it existed prior to the destruction and the easement for such encroachment shall continue. In exercising the right and license to maintain, repair, replace, and re-establish any encroachment, the Owner thereof shall make all necessary repairs and replacements to the adjoining Lot or Common Area as provided in Article II, Section 4 hereof.

ARTICLE IX

ARCHITECTURAL CONTROL

No structure, including, but not limited to, buildings, fences, or walls, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or alteration thereof be made (including without limitation, exterior materials and color scheme), until the plans and specifications showing the nature, kind, shape, height, materials, color scheme, and location of the same and the approximate cost thereof and the landscape and grading plan in relation thereto shall have been submitted to and approved by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. The Board or its appointed Architectural Committee shall have the right to refuse to approve any such plans and specifications deemed not to be suitable or desirable for esthetic or other reasons and shall have the right to take into consideration the suitability of the proposed improvements in relation to the surroundings and their effect on the outlook from adjacent or neighboring Lots. In the event the Board, or its appointed Architectural Committee, fails to approve or disapprove such plans and specifications in writing within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. For purposes hereof, the determination by the Board as to what constitutes a "structure" hereunder shall be conclusive and binding. The provisions of this Article shall not apply to Declarant.

ARTICLE X

UTILITY SERVICE AND DRAINAGE CONNECTIONS

The rights and duties of the Owners of Lots within the Properties with respect to utility service and drainage connections including sanitary and storm sewer, water, electric, gas, and telephone lines and related facilities and storm drainage ditches, tiles, laterals and swales shall be governed by the following:

(a) Wherever utility service or drainage connections, or any portion thereof, lie in or upon Lot(s) owned by other than the Owner or Owners of a Lot or Lots served by such connections, the Owners of any Lot(s) served or affected by the connections shall have the right and license from time to time to enter upon the Lot(s) in or upon which the connections, or any portion thereof, lie in order to repair, replace and generally maintain said connections to the full extent necessary for such purposes. In exercising such right and license, the Owner(s) shall make all necessary repairs and replacements to the adjoining Lot or Common Area, as provided in Article II, Section 4 hereof.

(b) In the event a dispute between Owners with respect to the repair, replacement, or maintenance of any connections, or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board of Directors which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

ARTICLE XI

GENERAL USE RESTRICTIONS

Section 1. No noxious, offensive or unsightly activity shall be conducted upon any Lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood, or which shall in any way increase the rate of insurance.

Section 2. No trailer, tent, shack, garage, barn, or other outbuilding situated on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any other structure of a temporary character be used as a residence.

Section 3. Subject to Article XI, Section 5, no part of the Properties shall be used or caused to be used, or allowed or authorized in any way, directly or indirectly, to be used for the conduct of any business, commercial, manufacturing, mercantile, storage, vending, or other such non-residential purpose.

Section 4. No livestock, poultry, or more than two (2) dogs or cats over four (4) months of age, shall be kept or maintained on any Lot. No Owner shall be permitted to keep or maintain any dog, cat or other pet which shall, by a determination of the Board of Directors, be deemed to be a nuisance or a danger to the residents of Thornwilde. Every Owner shall promptly dispose of all of his refuse and garbage so that it will not be objectionable to neighboring property owners and further shall keep the Lots of all other Owners and the Common Area free of all waste material from his pets. No automotive repairs shall be conducted and no commercial vehicle, mobile home, trailer or recreational vehicle, including, but not limited to boats, snowmobiles, motorcycles or minibikes shall be parked habitually on or adjacent to any Lot unless such vehicle shall be wholly contained within a fully enclosed garage of normal residential dimensions and appearance. Use and operation of such recreational vehicles within Thornwilde shall be subject to regulation by the Board of Directors.

Section 5. No sign, billboard, or other advertising device of any character shall be erected or maintained upon any part of the Properties or on any Lot contained therein. The Declarant shall not be subject to this restriction and may erect and maintain such signs as it deems necessary or proper in connection with the development, subdivision, and sale of the Properties and Lots contained therein.

Section 6. The erection of any new structure and the re-erection, rebuilding or repair of any structure shall be completed as rapidly as practicable. All unused building materials and temporary construction shall be removed from the Properties within sixty (60) days after substantial completion of the construction. The portion of the surface of the earth which is disturbed by excavation or other construction work shall be finish-graded and seeded and covered with other landscaping as soon as the construction and weather permits.

Section 7. No external radio or television receiving or transmitting antennae or similar external apparatus shall be installed on any Lot. Normal radio and television installations wholly within a building and a master antenna installed by Declarant are accepted. No window or wall mounted or other sleeve type air conditioners shall be installed on any Lot. Exceptions to the prohibitions contained in this Section 7 may be permitted by resolution of the Board of Directors in circumstances prescribed and limited therein.

Section 8. The Board of Directors by resolution shall be permitted to adopt additional rules and regulations interpreting or supplementing the General Use Restrictions set out in this Article as they determine to be necessary and proper provided such additional rules and regulations are consistent with the terms of this Declaration. Any such rules and regulations so adopted shall have the same force and effect as these General Use Restrictions.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, easements, restrictions, charges, liens, rules or regulations now or hereafter imposed by or pursuant to the provisions of this Declaration. Failure to do so shall not be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any portion of the covenants, conditions, easements, restrictions, charges or liens imposed by the provisions of this Declaration by legislation, judgment, or court order shall in no way affect any other provisions of this Declaration which shall remain in full force and effect.

Section 3. Board's Determination Binding. In the event a disagreement arises between two or more Owners or between any Owner and the Board relating to interpretation or application of the Declaration or the By-Laws of the Association, the review and determination of the Board shall be final and binding.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated during the first twenty (20) year period by an instrument executed and acknowledged by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by instrument executed and acknowledged by Owners of not less than seventy-five percent (75%) of the Lots. Any such amendment shall be effective upon recordation in the Office of the DuPage County Recorder. The recital in any such amendment that it has been executed and acknowledged by not less than the specified percentage and acknowledged by not less than the specified percentage of Owners shall be conclusive and binding on all persons.

Section 5. Declarant's Use of Common Area. Subject to the limitations of paragraph (c) hereof, Declarant retains and reserves certain rights and easements in the Common Area, to which any conveyances of the Common Area to the Association shall be subject:

(a) The Declarant shall have the right to use the Common Area and other facilities situated thereon for the purpose of promoting the sale of Lots and homes in the Properties, including the maintenance of sales offices upon any Lots within the Properties.

(b) The Declarant declares and reserves an easement over, upon and across the Common Area for ingress and egress of Declarant, its employees, agents and independent contractors to and from the Lots and Common Area for purposes of the construction of homes, improvements thereon or upon any other real estate which may be owned by Declarant, provided, however, this Declarant shall promptly repair or replace, as the case may be, any damages which may be inflicted upon any improvements or landscaping on such Common Area resulting from the use of such easement.

(c) The rights of easement reserved in paragraphs (a) and (b) shall continue for a period of five (5) years after the date hereof, and shall thereafter terminate; provided, however, that termination of any such rights or easement shall in no way affect or diminish Declarant's property rights created by Article II hereof for Lots of which it is then the Owner, including, but not limited to easements for ingress and egress and rights of enjoyment of the Common Area. The exercise of such rights and easement created in paragraphs (a) and (b) shall not unreasonably interfere with the Owner's rights and easements of enjoyment as provided in Article II hereof.

IN WITNESS WHEREOF, Declarant has caused its name to be signed and its corporate seal to be affixed and consenting Owners have hereunto affixed their hands and seals all as of this 30th day of September, 1976

PULTE HOME CORPORATION
BY: _____

ATTEST:
BY: _____

This document was re-typed for printing so that it could be issued to all Owners in July, 1979. The original of this document is on file with the Secretary of Thornwilde, Inc.



EXHIBIT "A" TO THORNTONVILLE

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, DESCRIBING THE "OWNER'S EASEMENT
AREA" AS DEFINED IN SAID AMENDMENT.

Lots 156, 158, 159 and 161, all in Edgebrook Unit 1, being a subdivision of part of the North 1/2 of Section 34, Township 19 North, Range 9, East of the Third Principal Meridian, as recorded in the Recorder's Office of DuPage County on June 4, 1973 per Document No. 73-31752 in the city of Warrenville, DuPage County, Illinois,

Also, a part of Lot 162 (also being Ridgewood Drive) of Edgebrook Unit 1, being a subdivision of part of the North 1/2 of Section 34, Township 19 North, Range 9, East of the Third Principal Meridian, as recorded in the Recorder's Office of DuPage County on June 4, 1973 per Document No. 73-31752 in the city of Warrenville, DuPage County, Illinois, described as follows: Beginning at the Southwest corner of said Lot 162; thence North 2°09'00" East a distance of 148.31 feet to the point of intersection with the Arc of a circle; thence 177.92 feet along said Arc, convex to the Northeast, and having a radius of 324.00 feet to a point of tangency; thence North 47°09'00" West a distance of 15.99 feet to a point of curvature; thence 252.65 feet along the Arc of a circle having a radius of 376.00 feet; convex to the Southwest to a point of tangency; thence North 4°21'00" West a distance of 214.11 feet to a point of intersection with the westerly extension of the center line of Crabtree Lane (being also Lot 156); thence North 74°10'15" East along said Center line a distance of 53.06 feet; thence South 4°21'00" East along the Easterly line of said Lot 162 (being also Ridgewood Drive) a distance of 223.60 feet to a point of curvature; thence Southeasterly 213.78 feet along the Arc of a circle convex to the Southwest having a radius of 324.00 feet to a point of tangency; thence south 47°09'00" East a distance of 15.99 feet to a point of curvature; thence Southeasterly 162.23 feet along the Arc of a circle convex to the Northeast having a radius of 376.00 feet to a point of tangency; thence South 17°11'52" East a distance of 97.51 feet; thence South 2°09'00" West a distance of 110.00 feet to a point of intersection with the Northerly Right-of-Way line of Butterfield Road; thence North 87°57'00" West along said Northerly line a distance of 70.00 feet to the hereinabove designated point of beginning containing 1.03 Acres, more or less, all in DuPage County, Illinois.

Also, a part of Lot 150 (being also Briarwood Drive) of Edgebrook Unit 1, being a subdivision of part of the North 1/2

EXHIBIT "B" TO THORNWILDE

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, DESCRIBING THE "PROPERTIES" AS
DEFINED IN SAID AMENDMENT.

Lots 15 to 89 inclusive, 157, 160, Cut lots 163, 164, 165 and 166, all in Edgebrook Unit 1 being a subdivision of part of the North 1/2 of Section 34, Township 34 North, Range 9, East of the Third Principal Meridian, as recorded in the Recorder's Office of DuPage County on June 4, 1973, per Document No. 73-31752 in the City of Warrenville, DuPage County, Illinois.

Also, a part of Lot 149 of Edgebrook Unit 1 being a subdivision of part of the North 1/2 of Section 34, Township 34 North, Range 9, East of the Third Principal Meridian, as recorded in the Recorder's Office of DuPage County on June 4, 1973, per Document No. 73-31752 in the City of Warrenville, DuPage County, Illinois, described as follows: Beginning at the most Westerly corner of said Lot 149; thence North 56°40'15" East a distance of 220.22 feet; thence North 33°19'45" West a distance of 5.40 feet; thence North 14°10'15" East a distance of 42°00 feet; thence North 75°49'45" West a distance of 22.00 feet; thence North 33°19'45" West a distance of 22.37 feet to a point on a curve, being a Southerly line of Lot 161 in said subdivision; thence Northeasterly 22.05 feet along the Arc of a circle convex to the Southeast, having a radius of 122.50 feet; thence South 67°40'27" East along a radial line a distance of 48.52 feet; thence South 53°21'00" East a distance of 22.00 feet; thence North 26°59'00" East a distance of 42.00 feet; thence North 79°09'00" East a distance of 5.40 feet; thence North 10°51'00" West a distance of 220.23 feet; thence South 79°09'00" West a distance of 21.62 feet; thence South 10°51'00" East a distance of 10.00 feet; thence South 34°09'00" West a distance of 18.00 feet; thence North 55°51'00" West a distance of 22.00 feet; thence South 79°09'00" West a distance of 15.00 feet; thence North 10°51'00" West a distance of 26.30 feet; thence North 79°09'00" East a distance of 15.00 feet; thence North 34°09'00" East a distance of 22.00 feet; thence South 55°51'00" East a distance of 18.00 feet; thence South 10°51'00" East a distance of 10.00 feet; thence North 79°09'00" East a distance of 21.62 feet; thence North 10°51'00" West a distance of 220.23 feet; thence South 79°09'00" West a distance of 5.40 feet; thence North 55°51'00" West a distance of 42.00 feet; thence South 34°09'00" West a distance of 22.00 feet; thence South 79°09'00" West a distance of 15.00 feet; thence North 10°51'00" West a distance of 33.62 feet; thence North 79°09'00" East a distance of 201.48 feet to a point of intersection with the Easterly line of said Lot 149; thence South 1°35'40" East along said Easterly line of Lot 149 a distance of 519.36 feet; thence South 88°24'20" West along a line perpendicular to the last described course a distance of 41.19 feet; thence South 36°59'00" West a distance of 46.87 feet; thence South 35°22'28" West a distance of 84.21 feet; thence South 56°40'15" West a distance of 203.14 feet; thence North 73°50'01" West a distance of 26.30 feet to the hereinabove designated point of beginning, containing 1.405 acres, more or less, all in DuPage County, Illinois.

of Section 34, Township 39 North, Range 9, East of the Third Principal Meridian, as recorded in the Recorder's Office of DuPage County on June 4, 1973 per Document No. 73-31752 in the city of Warrenville, DuPage County, Illinois, described as follows: Beginning at the Southeast corner of said Lot 150; thence North $67^{\circ}40'27''$ West a distance of 45.00 feet to the Southwest corner of said Lot 150; thence Northerly 50.28 feet along the Arc of a circle, convex to the Southeast, having a radius of 77.50 feet to a point of tangency; thence North $10^{\circ}51'00''$ West a distance of 362.82 feet; thence North $74^{\circ}10'15''$ East along the Easterly extension of the center line of Crabtree Lane a distance of 22.58 feet to the center line of Briarwood Drive; thence North $10^{\circ}51'00''$ West along said center line a distance of 48.00 feet; thence North $79^{\circ}09'00''$ East a distance of 22.50 feet to the point of intersection with the Easterly line of Lot 150; thence South $10^{\circ}51'00''$ East along said Easterly line a distance of 412.79 feet to a point of curvature; thence Southwesterly 79.46 feet along the Arc of a circle, convex to the Southeast, having a radius of 122.50 feet to the hereinabove designated point of beginning, containing 0.464 acres, more or less, all in DuPage County, Illinois.

EXHIBIT "C" TO THORNWILDE

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, DESCRIBING THE "COMMON AREA" AS
DEFINED IN SAID AMENDMENT

Lots 157, 160 Out lots 163, 164, 165 and 166 all in Edgebrook Unit 1 being a subdivision of part of the North 1/2 of Section 34, Township 34 North, Range 9, East of the Third Principal Meridian, as recorded in the Recorder's Office of DuPage County on June 4, 1973, per Document No. 73-31752 in the City of Warrenville, DuPage County, Illinois.

Also, a part of Lot 149 of Edgebrook Unit 1 being a subdivision of part of the North 1/2 of Section 34, Township 34 North, Range 9, East of the Third Principal Meridian, as recorded in the Recorder's Office of DuPage County on June 4, 1973, per Document No. 73-31752 in the City of Warrenville, DuPage County, Illinois, described as follows: Beginning at the most Westerly corner of said Lot 149; thence North 56°40'15" East a distance of 220.22 feet; thence North 33°19'45" West a distance of 5.40 feet; thence North 14°10'15" East a distance of 42.00 feet; thence North 75°49'45" West a distance of 22.00 feet; thence North 33°19'45" West a distance of 22.37 feet to a point on a curve, being a Southerly line of Lot 161 in said subdivision; thence Northeasterly 22.05 feet along the Arc of a circle convex to the Southeast, having a radius of 122.50 feet; thence South 67°40'27" East along a radial line a distance of 48.52 feet; thence South 53°21'00" East a distance of 22.00 feet; thence North 36°59'00" East a distance of 42.00 feet; thence North 79°09'00" East a distance of 5.40 feet; thence North 10°51'00" West a distance of 220.23 feet; thence South 79°09'00" West a distance of 21.62 feet; thence South 10°51'00" East a distance of 10.00 feet; thence South 34°09'00" West a distance of 18.00 feet; thence North 55°51'00" West a distance of 22.00 feet; thence South 79°09'00" West a distance of 15.00 feet; thence North 10°51'00" West a distance of 26.80 feet; thence North 79°09'00" East a distance of 15.00 feet; thence North 34°09'00" East a distance of 22.00 feet; thence South 55°51'00" East a distance of 18.00 feet; thence South 10°51'00" East a distance of 10.00 feet; thence North 79°09'00" East a distance of 21.62 feet; thence North 10°51'00" West a distance of 220.23 feet; thence South 79°09'00" West a distance of 5.40 feet; thence North 55°51'00" West a distance of 42.00 feet; thence South 34°09'00" West a distance of 22.00 feet; thence South 79°09'00" West a distance of 15.00 feet; thence North 10°51'00" West a distance of 33.62 feet; thence North 79°09'00" East a distance of 201.48 feet to a point of intersection with the Easterly line of said Lot 149; thence South 1°35'40" East along said Easterly line of Lot 149 a distance of 519.36 feet; thence South 88°24'20" West along a line perpendicular to the last described course a distance of 41.19 feet; thence South 36°59'00" West a distance of 46.87 feet; thence South 36°22'28" West a distance of 84.21 feet; thence South 56°40'15" West a distance of 203.14 feet; thence North 73°50'01" West a distance of 26.30 feet to the hereinabove designated point of beginning, containing 1.405 acres, more or less, all in DuPage County, Illinois.



BY-LAWS OF
THORNWILDE, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Thornwilde, Inc., an Illinois not-for-profit corporation, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Warrenville, Illinois, but meetings of members and directors may be held at such places within the State of Illinois, County of DuPage, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

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

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, as amended, and identified therein as the "Properties".

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

Section 4. "Lot" shall mean and refer to the following plotted Lots located in DuPage County, Illinois as described in the Declaration, as amended:

Lots 15 to 89, inclusive, all in Edgebrook Unit One, being a subdivision of part of the North 1/2 of Section 34, Township 39 North, Range 9, East of the Third Principal Meridian, City of Warrenville, according to Plat of Subdivision recorded June 4, 1973 as Document No R73-31752 in DuPage County, Illinois.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Pulte Home Corporation, its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions, as amended, applicable to the Properties, and recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

Section 8. "Member" shall mean and refer to those persons or entities entitled to membership as provided in the Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot shall be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Members and Voting Rights. There shall be one class of voting membership. Each Owner shall be a member and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons collectively shall be considered one member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

MEETING OF MEMBERS

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

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting but no more than 60 days before such meetings, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty-one percent (51%) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the

secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of six (6) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect two directors for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter, the members shall elect two directors for a term of three years.

Section 3. Vacancies. In the event of the death or resignation of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE VII

MEETINGS OF DIRECTORS

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

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

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

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and, to the extent permitted by the Declaration, governing use of the Lots, and to establish penalties for the infraction thereof;

(b) suspend the voting rights if a member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(d) establish, maintain and dispose of such reserves as the Board shall from time to time deem necessary to fulfill and further the purposes of the Association.

(e) exercise any powers conferred upon it by the Declaration or By-Law.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the Annual Assessments or any Special Assessments not required to be subjected to a vote of the members, against each Lot at least thirty (30) days in advance of each Annual Assessment period (in the case of Annual Assessments) and due date (in the case of Special Assessments).

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each Annual Assessment period (in the case of Annual Assessments) and due date (in the case of Special Assessments).

(3) foreclose the lien against any property for which any assessments levied pursuant to the Declaration are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same; and

(4) cause to be held any meetings of the members of the Association necessary for voting upon the levy of supplements to or increases in the Annual Assessments or the levy of Special Assessments, and to further cause the Secretary to issue all notice thereto, all in accordance with the terms of the Declaration.

(d) issue, or to cause an appropriate officer to issue, upon demand by a person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) cause the Common Area and the Residence Areas (Lots) to be maintained to the extent provided in the Declaration.

(h) exercise for the Association, all powers, duties and authority vested in or delegated to this Association by the Declaration or By-Law and not specifically reserved to the membership.

ARTICLE IX

OFFICERS AND THEIR TERMS

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

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

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

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

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

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

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

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

President

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

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE X

COMMITTEES

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

ARTICLE XI

BOOKS AND RECORDS

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

ARTICLE XII

ASSESSMENTS

The making and collection of assessments against members shall be governed by the provisions of the Declaration.

ARTICLE XIII

CORPORATE SEAL

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

ARTICLE XIV

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each director and each officer of the corporation and any director or officer of any other corporation serving as such at the request of the corporation because of the corporation's interest as a shareholder or creditor of such other corporation, shall be indemnified by the corporation against all expenses, as hereinafter defined, which shall necessarily or reasonably be incurred by him in connection with any action, suit or proceeding to which he

is or shall be a party, or with which he may be threatened, by reason of his being or having been a director or officer of the corporation or of such other corporation, whether or not he continues to be a director or officer at the time of incurring such expenses. Expenses, as used herein, shall include, but not be limited to, amounts of judgements against, or amounts paid in settlement by, such director or officer, other than amounts payable or paid to the corporation, but shall not include any (a) expenses incurred in connection with any matters as to which such director or officer shall be adjudged in such action, suit, or proceeding, without such judgment being reversed, to be liable by reason of his negligence or willful misconduct in performance of his duties as such director or officer, or (b) expenses incurred in connection with any matters which shall have been the subject of such action, suit or proceeding disposed of otherwise than by adjudication on the merits, unless in relation to such matters such director or officer shall not have been liable for negligence or willful misconduct in the performance of his duties as a director or officer. In determining whether a director or officer was liable for negligence or willful misconduct in the performance of his duties as such director or officer and is for that reason not entitled to reimbursement pursuant to the foregoing provisions, the Board of Directors may conclusively rely upon an opinion of legal counsel selected by the Board of Directors. The right of indemnification hereinabove provided shall not be deemed exclusive of any other right to which such director or officer may now or hereafter be otherwise entitled and specifically, without limiting the generality of the foregoing, shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any such director or officer in any such action, suit, or proceeding to have assessed or allowed in his favor, against the corporation or other corporation, or otherwise, his costs and expenses incurred therein or in connection therewith or any part thereof.

ARTICLE XV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) of the members at a regular or special meeting.

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

ARTICLE XVI

MISCELLANEOUS

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

Signed and sealed by first secretary, 1973.

This document was re-typed for printing so that it could be issued to all Owners in July, 1979. The original of this document is on file with the Secretary of Thornwilde, Inc.

