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Deer Ridge

Actual

DECLARATION OF CONDOMINIUM  
THE OAKBROOK ESTATE CONDOMINIUMS  
CHATHAM, ILLINOIS  
AN ADD-ON CONDOMINIUM

THIS DECLARATION IS MADE BY PHOENIX GROVE VENTURES, INC. ("the owner"), being the owner in fee simple of the parcel described in Article I ("the parcel"), and CARRIAGE HOMES OF ILLINOIS, INC., being the developer of the parcel ("the developer"). The Owner hereby submits the property legally described in Article I to the provisions of the Condominium Property Act of the State of Illinois.

ARTICLE I

This property is legally described on as Exhibit A.

ARTICLE II

UNIT DESCRIPTION

The units are legally described on Exhibit B-1 and are depicted on the Condo Survey attached as Exhibit B-2.

ARTICLE III

NAME

The name of the condominium created by this Declaration is The Oakbrook Estate of Chatham Condominiums, Chatham, Illinois.

ARTICLE IV

ADMINISTRATION

This condominium shall be administered by the owner until the election of an initial Board of Managers/Directors by the unit owners.

The owner unilaterally, or the Board of Managers/Directors

when authorized by a majority of the unit owners, may cause an Illinois not for profit corporation to be incorporated to facilitate the management and operation of the condominium.

The administration of this condominium during and after the election of the initial Board of Managers/Directors shall be pursuant to the By-laws attached as Exhibit C.

#### ARTICLE V

##### LOCATION

The condominium created by this Declaration is located on Ravina Drive, just south of Plummer Blvd., Chatham, Illinois.

#### ARTICLE VI

##### PERCENT OF OWNERSHIP

The percent of ownership in the common elements allocated to each unit is set forth on Exhibit B. This is an add-on condominium and, therefore, the percent of ownership of the common elements may change in the manner set forth in Article VII, and may be changed as the Board of Managers/Directors of the Association of Unit Owners determine, in the event of a subdivision or combination of units.

#### ARTICLE VII

##### ADD-ON PROVISIONS

A. The owner/developer reserves the right to add additional property to this condominium and to reallocate the percentage ownership interest in the existing and additional common

elements.

B. Ownership of the common elements, voting rights and proportionate liability for common expenses shall be determined and adjusted unilaterally by the owner or developer, with the rights and obligations appurtenant to each unit bearing the ratio one over the total number of units in the condominium. The owner or developer shall establish the percentage interest of each existing and additional unit in amended declarations recorded at the time additional property is added.

C. The additional property which may be added is legally described in Exhibit D.

D. The owner/developer's right to annex additional land shall terminate ten (10) years after the recording of this declaration.

E. The land described in Exhibit D may be added in such portions and order as the Owner or developer determines.

F. The minimum number of units is to be constructed pursuant to this declaration on the existing property and any additional property shall be two units (2 units). The maximum number of units to be constructed pursuant to this Declaration on the existing and additional property shall be sixty (60). Lots 221 and 199 may be used for commercial purposes. Lots 220 and 200 may be used for multiple family purposes.

G. All buildings and units constructed on property added

pursuant to this paragraph shall be compatible with the use and general style of the existing property and buildings. Units added may be smaller, and may be less expensive than existing buildings.

#### ARTICLE VIII

#### COMMON ELEMENTS

The common elements include all the portions of the property legally described in Article I (Exhibit A), as amended from time to time except the units described in Article II (Exhibit B), as amended from time to time, including without limitation park lots 1002 and 1001 if not maintained by Chatham, landscaping, land, lawn, roof, structural parts of the buildings, pipes, ducts, flues, chutes, conduits, wires, other utility installations to the outlets and such component parts of the walls, floors and ceilings as are not located within the units, walks, common parking and driveway areas, outdoor lighting facilities, fences, gates, recreational facilities, security system, 6" drain system and discharge pump serving Lots 205-209, and other portions of the property not located within the units or designated limited common elements. Lots 221 and 199 (the commercial lots) and Lots 220 and 200 (the multiple family lots) shall not be part of the common elements. Costs related to the common elements shall be allocated among the unit owners on the basis of that or those respective unit owner(s) percent of ownership of the common

elements.

#### ARTICLE IX

##### LIMITED COMMON ELEMENTS

The limited common elements include parts of the common elements reserved for the use of certain unit or units to the exclusion of other units, and which in each case are appurtenant one or more but less than all the units and other portions of the common elements as designated by the Board of Mangers/Directors of the Unit Owners Association. Costs related to the limited common elements shall be allocated among the unit owners to which the limited common elements are appurtenant on the basis of that or those respective unit owner(s) relative percent of ownership of the common elements.

#### ARTICLE X

##### DEED RESTRICTIONS AND COVENANTS

###### A. DEFINITIONS

1. "Act" shall mean the Illinois Condominium Property Act, 765 ILCS 605/1. et seq. seq.

2. "Association shall mean and refer to Oakbrook Estate of Chatham Condominium Association, Inc. (OECCA), a nonprofit corporation formed under 806 ILCS 105/101.1et seq., its successors and assigns.

3. "Association Responsibility Elements" shall mean the following, wherever located, other than Lots 199, 200, 220 and 221:

- (a) The exterior surface of the Buildings, including windows, doors, patios and decks.

- (b) The structural portion of the Buildings.
- (c) The downspouts and foundations of the Buildings.
- (d) Any common wall between residential structures.
- (e) The yard surrounding the residential structure and the landscaping contained therein.
- (f) Driveways and sidewalks.
- (g) Conduits, ducts, plumbing, wiring, pipes, and other facilities within the attic or basement of a residential structure which are carrying any service to more than one unit.
- (h) The Common Elements, including but not limited to the private storm and sanitary sewers, private water services and storm water drainage and detention areas, located thereon, and the Private Streets, if any.
- (i) Entrance monument sign(s) and surrounding landscaping.
- (j) Park lots 1002 and 1001 if not maintained by Chatham.
- (k) 6" drain system and discharge pump serving Lots 205-209.

4. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

5. "Building" shall mean and refer to any single-family attached dwelling unit and shall include any attached or detached garage building.

6. "Common Elements" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Elements to be owned by the Association is described as:

Park Lots 1002 and 1001 if not maintained by Chatham  
 Declarant will convey to the Association by deed the Common Elements at any time before the conveyance of the last unit.

7. "Declarant" shall mean and refer to Phoenix Grove

Ventures, Inc. and Carriage Homes of Illinois, Inc.

8. "Declaration" shall mean and refer to this Declaration of Condominium for Oakbrook Estate of Chatham Condominium.

9. "Eligible Mortgagee" shall mean any person owning a mortgage on any unit, which mortgage is first in priority to any other mortgages that encumber such unit, and which has requested the Association, in writing, to notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.

10. "Living Unit" shall mean and refer to any portion of a Building and designed and intended for use and occupancy as a residence by a single family or individual and, without limitation, shall include any garage.

11. "Member" shall mean and refer to those persons entitled to membership as provided in this Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association.

12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit which is a part of the Properties, including contract sellers and vendees (deemed Co-owners), but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provisions or operation of law.

13. "Properties" shall mean and refer to that certain real

property legally described in Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

14. "Private Streets" shall mean all of the street right-of-way owned by the Association within the Common Elements, if any.

15. "Unit" shall mean and refer to each of the units shown upon the recorded Plat of the Properties specifically excluding the Common Elements. In the event any part of the Properties is replatted and a subsequent Plat is recorded, then "unit" shall refer to the units shown on such replatting and such subsequent recorded Plat.

**B. ALLOCATION OF PERCENTAGE INTERESTS, MEMBERSHIP AND VOTING RIGHTS**

1. Each unit's percentage interest in the Common Elements and common expenses shall be equal to one divided by the total number of units. If and when units are added to this Condominium, each unit's percentage interest in the Common Area and common expenses shall be equal to one divided by the then total number of units.

2. Every unit Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit.

3. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, provided that the Declarant shall not become a Class A Member until the happening of one of the events set out in Class B below. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one Class A vote be cast with respect to any unit.

Class B. The Class B member shall be the Declarant or its assigns so long as it is the owner of any unit. The Class B Membership shall be entitled to three (3) votes for each unit owned by it. The Class B Membership cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) Surrender of control by the Declarant; or,
- (b) 60 days after the conveyance of 75% of all the units which might be constructed on all the property, including the add-on property to unit owners other than the Declarant; or
- (c) Three years from the date of the recording of this Declaration.

4. Majority Vote. Whenever this Declaration or the Articles or Bylaws of the Association require a majority vote of the Members for approval of any action, such majority vote shall be determined by counting the combined total Member votes, and not by requiring approval from a majority vote of each class of Members separately.

5. Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Bylaws. The Board of Directors shall manage the affairs of the Association.

6. Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which

any assessment against the Owner's unit remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

7. Notice of Member's Meetings. Unless the Articles of Incorporation or the Bylaws otherwise provide, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than five (5) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the president or secretary, or the officer or persons calling the meetings, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at the Member's address as it appears on the records of the Association, with postage thereon prepaid.

#### C. SPECIAL DECLARANT RIGHTS

1. Declarant hereby reserves the following rights for its benefit:

- (1) The right to complete improvements indicated on the Condominium Plat;
- (2) The right to subdivide the property or convert property into Association Responsibility Elements, Common Elements and/or units;
- (3) The right to use any of the units as models and to sell, assign, or conduct other businesses in connection with the construction and development of

the Properties from any of such units prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain models, erect signs, maintain an office, staff the office with employees, and to show units then unsold. Declarant retains the right to be considered an Owner of any unit that remains unsold. Declarant also reserves the right to make changes in the location or construction of the buildings and other improvements.

- (4) The right to use easements through the Common Elements for the purpose of making improvements within the Condominium or any additional real estate;
- (5) The right to merge or consolidate the Condominium with another condominium of the same form of ownership;
- (6) The right of sole control over all common element landscaping, planting and the like. Declarant shall have the right to change the plantings and other landscaping elements within the common elements from time to time in its sole discretion, except as prescribed by the Village of Chatham;
- (7) The right to convey or cause the Association to convey a portion of the Common Elements if necessary due to encroachments thereon by any building;
- (8) The right for so long as it is a Class B Member to add additional units and Common Area to the Properties and adjust percentage of ownership of the common elements;
- (9) The right to appoint or remove any officer or director of the Association, during any period in which Class B Members exist.

**D. COVENANT FOR COMMON EXPENSE AND INSURANCE PREMIUM ASSESSMENTS; INITIATION FEE**

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each unit owned within the Properties, hereby covenants, and each Owner of any unit by

acceptance of a deed or contract for deed therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association under terms established by the Association:

- (1) monthly general assessments or charges;
  - (a) a common expense or portion thereof benefitting fewer than all of the units shall be assessed against all of the units in proportion to each unit's allocated interest as provided herein;
  - (b) a common expense associated with the maintenance, repair or replacement of an Association Responsibility Element shall be assessed against all of the units in proportion to each unit's allocated interest as provided herein;
- (2) assessments for master insurance premiums, which may be assessed in proportion to value, risk or coverage;
- (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;
- (4) assessments to pay a judgement against the Association, which assessments may be levied only against the units existing at the time the judgement was entered in proportion to their percentage interest in the Common Elements;
- (5) assessments for fees, charges, late charges, fines and interest;
- (6) assessments for working capital reserves, maintenance, repair and replacement reserves and other reserves for the Common Elements in such amounts as determined by the Board of Directors; and
- (7) if any damage to the Common Elements, or an Association Responsibility Element or another unit is caused by the act or omission of any Owner, the guests of an Owner or the occupant of any unit, assessments for the costs of

repairing the damage may be assessed exclusively against the Owner's unit.

The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the unit and shall be a continuing lien upon the unit against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of unit Owner at the time when the assessment fell due and if more than one person was an Owner, then such obligation shall be joint and several. The personal obligation for delinquent assessments and costs of collection, including attorney's fees, shall not pass to the Owner's successors in title, including, but not limited to Eligible Mortgagees, unless expressly assumed by the successor, in which case the Owner and successor shall be jointly and severally liable for such delinquent assessment and such costs of collection, including attorney's fees.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Elements, and the Living Units situated on the Properties and for other purposes specifically provided herein.

3. Maximum Monthly General Assessment. Until January 1, 2007, the maximum monthly general assessment for each Owner shall

be \$ \_\_\_\_\_ per unit.

- (a) From and after January 1, 2007, the maximum monthly assessments due and payable during any calendar year may not be increased by the Board of Directors by an amount equal to more than twenty-five (25 %) percent of the monthly general assessments due and payable during the immediately preceding calendar year unless an increase greater than twenty-five (25%) percent is approved by a vote of a majority of the Members present, either in person or by proxy, at an annual meeting or a special meeting called for such purpose.
- (b) The Board of Directors shall fix the monthly general assessment at an amount not in excess of the maximum.
- (c) A portion of such monthly assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Elements, the building exteriors or of any capital improvement which the Association is required to maintain.
- (d) Notwithstanding the foregoing, the maximum assessment for Lots 199 and 221 (the commercial lots) and 200 and 220 (the multiple family lots) shall be \$100 per lot per year.

4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly general assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of 67% of the votes of all classes of members who are voting in person or by proxy at an annual meeting or a special meeting called for

such purpose.

5. Notice and Quorum for An Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article X D shall be sent to all Members not less than 5 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, 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 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Subject to Section 3(d) and 7 of this Article X D, both monthly general assessments and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

7. Date of Commencement of Monthly Assessments; Due Dates. The monthly assessments provided for herein shall commence as to each respective unit on the date of conveyance to an Owner of a unit with completed Living Unit constructed thereon and for which a certificate of occupancy has been issued; provided that the Owner's

responsibility for assessments for the month of closing shall be prorated to include only the portion of the month from and after the date of closing. The monthly assessments shall be due on the first day of each month thereafter. Units owned by the Declarant which have not been conveyed or leased to a third party shall be assessed at 25% of the assessments described in this Article X D. Said assessment for Declarant-owned Units will commence upon issuance of an occupancy permit. The maintenance responsibilities of the Association as to each unit shall commence concurrently with the commencement of monthly assessments. The insurance assessment provided for in Article X N shall commence as to each unit on date of conveyance of said unit to an Owner; provided that the Owner's responsibility for assessments for the month of closing shall be prorated to include only the portion of the month from and after the date of closing. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and other assessment notices as the Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid. A properly executed

certificate of the Association regarding the status of assessments on a unit shall be binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment to any Owner not paid within 10 days after the due date shall be in default and shall bear interest from the due date at the rate of 15% per annum or at the maximum rate allowed by law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the Lien against the Lot. Such Lien may be enforced and foreclosed in the same manner and subject to the same requirements as a foreclosure of mortgages on real property in the State of Illinois, and the Association shall be entitled to recover interest at the maximum rate allowed by law and its costs, expenses and disbursements, including reasonable attorney's fees, incurred in such foreclosure. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of the Owner's unit. The Association may bid on the unit at the foreclosure sale and acquire, hold, lease, mortgage or convey such unit.

9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the making of the assessment. Sale or transfer of any unit shall not affect the assessment lien.

No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

10. Initiation Fee. Upon the sale of a unit by the Declarant, the purchaser of the unit shall pay to the Association an initiation fee in an amount equal to two (2) times the then estimated monthly general assessment against the unit. Said payment is not a deposit or advance payment of assessments which the purchaser is otherwise required in this Declaration to pay to the Association, but is rather a payment to a working capital fund established by the Association for the initial months of its operations.

E. DUTIES OF ASSOCIATION; OWNERS

1. Maintenance by Owners. The Owner of each unit shall furnish and be responsible for, at the Owner's expense, all maintenance, and repairs of Owner's unit and all structures, improvements and equipment located thereon, except for the Association Responsibility Elements but including decorating and replacements within Owner's unit, including the heating and air conditioning systems and any partitions and interior walls. The Owner shall be responsible for the maintenance, repair, and replacement of all interior surfaces of any garage, and any and all other maintenance, repair, and replacements of the unit unless otherwise provided herein.

2. Maintenance Obligations of Association. The Association

shall provide mowing, weed control, and all maintenance, repair, and replacement of the Common Elements and any improvements located thereon. In addition, the Association shall provide all maintenance, repair, and replacement of the Association Responsibility Elements, including, without limitation, the Private Streets, if any, Park lots 1001 and 1002, all drainage improvements and swales serving Oakbrook Estates Plat 16, and the 6" drain tile system serving Lots 205 through 209.

Notwithstanding the foregoing, the maintenance responsibility for the Park lots, drainage improvements on the Park lots and the 6" drain tile system shall be the Declarant's until surrender of control by the Declarant. Declarant may utilize accumulated dues and assessments to pay the costs of such maintenance.

3. Responsibility for Willful or Negligent Acts. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, Owner's family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessments to which such unit is subject.

4. Snow Removal. Unless and until otherwise determined by the Board of Directors of the Association, the Association shall be responsible for snow removal from all sidewalks and from the driveway, including any portions of the driveways within the Common Elements servicing the units, and from the Private Streets, if any.

5. Enforcement. The Association shall enforce the covenants,

conditions and restrictions set forth herein and any amendments hereto and any rules and regulations adopted by the Association. The Association may, but is not required to, provide for trash removal services and a master or common policy of property insurance for all units within the Association.

6. Other Duties. The Association shall undertake, at its discretion, such further duties as determined by the Board of Directors.

#### F. PARTY WALLS

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

2. Sharing of Repair and Maintenance. The costs 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.

3. Weatherproofing. Notwithstanding any other provisions of this Article, a unit 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.

4. Right to Contribution Runs With Land. The right of any unit Owner to contribution from any other Lot Owner under this Article shall be appurtenant to the unit and shall pass to such Lot Owner's successors in title.

5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### G. ARCHITECTURAL CONTROL

1. Structures. No building, fence, wall, or other structure, except as originally constructed by or on behalf of Declarant shall be commenced, erected, altered, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, other than by the Board of Directors, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee

composed of three (3) or more representatives appointed by the Board. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval thereof as above provided. This Article shall not apply to any construction, improvements, or alterations made by Declarant, including the construction of fences on the Common Elements.

2. Approval. In the event said Board of Directors, or its designated architectural control committee, fails to approve or disapprove such design and location, or planting, of any item within 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.

#### H. SIGNS AND HOME OCCUPATIONS

1. Signs. So long as Declarant is a member of the Association, no advertising signs of any kind including sale or "for sale" signs or rental or "for rent" signs (other than interior window signs) shall be displayed on the property without the prior written approval of Declarant. Further, no signs of any nature, kind or description shall be erected, placed or maintained on any unit which identify, advertise or in any way describe the existence or conduct of a home occupation. Nothing in this Article shall affect the rights of Declarant provided in Section J, Paragraph 5

of this Article X or restrict Lots 199, 200, 220 and 221.

2. Home Occupations. Except as herein permitted for Declarant, no business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted on any unit, except: (i) a unit Owner or occupant residing in a unit may keep and maintain his or her business or professional records in such unit and handle matters relating thereto by telephone or correspondence therefrom, provided that such uses are incidental to the residential use of the unit; and (ii) the Association may maintain offices on the Properties for management and related purposes; and (iii) the commercial and multiple family lots may be used as permitted by Chatham zoning restrictions.

#### I. USE RESTRICTIONS

1. The ownership, use, occupation and enjoyment of each unit and the Common Elements shall be subject to the provisions of the Bylaws and Articles of Incorporation of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction, or requirement running with the land and shall be binding on enforceable against each and all units and the Owners thereof and their respective assigns, lessees, tenants, occupants, and successors in interest.

2. No unit shall be used for any purpose other than for single-family residential purposes, except for rights of Declarant as provided herein including the right to construct the buildings and sell the same, and to maintain model homes and other sales facilities within the units owned by the Declarant, and except for Lots 199, 200, 220 and 221, which may be used as provided by Chatham zoning restrictions.

3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any unit except that pets, specifically, no more than two domesticated dogs and/or cats of no more than 60 pounds each in weight may be kept, provided that they are not kept, bred or maintained for any commercial purposes. The Association may, by rules and regulations, prohibit or further limit the raising, breeding or keeping on any unit of any pet. Any person owning or keeping pet dogs or cats shall be responsible for and shall, at all times clean up waste or excrement from such pet(s) on the Common Elements. Failure to do so in a prompt responsible manner shall result in a fine or special assessment by the Association against such unit. No outside kennels or dog runs may be kept on the property.

4. No noxious or offensive activities not involving the maintenance of units or Common Elements shall be carried on upon any unit nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood; nor shall any unit

be used for any unlawful purpose. Nor shall any Owner cause, or suffer or harbor the source of, any noise or activity which disturbs the peace, comfort, and quiet enjoyment of other Owners.

5. Neither a unit nor any portion of the Properties shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage, rubbish and trash shall not be kept on said premises except in sanitary containers. All equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition. All trash receptacles and garbage cans shall be stored in the garages on each unit. This restriction shall not preclude the placement of waste containers outside of such area on a temporary basis if so required by governmental regulation or terms of contract with a commercial waste collector.

6. No structure of a temporary character, (e.g. trailer, tent, shack, garage, barn, or other building) shall be used on the property at any time as a residence, either temporarily or permanently.

7. No tower or antennae shall be placed upon the property except that the Board of Directors of the Association may approve, on an individual basis, the placement of a grey or black satellite dish with the circumference of twenty (20) inches or less, provided that the Board of Directors of the Association is satisfied, in its sole discretion, that the placement is in a site that is aesthetically acceptable.