



THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

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THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

This Declaration is made by Northern Trust Bank/Lake Forest, not individually, but solely as Trustee under Trust Agreement dated December 18, 1981 and known as Trust No. 6907 ("Declarant").

RECITALS

Declarant is or may become the Record title holder of the Development Area which is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phased residential development by the Declarant called "Fairway Ridge" (the "Development"). The Development shall include residences, parking areas, green space, walkways and driveways and may include recreational facilities.

The Declarant hereby subjects the Premises to the provisions of this Declaration. From time to time the Declarant may add portions of the Development Area to the Premises as more fully provided in Article Nine. Nothing in this Declaration shall be construed to require the Declarant to make additional portions of the Development Area part of the Premises. Those portions of the Development Area which are not made subject to this Declaration as part of the Premises may be used for any purpose not prohibited by law.

Portions of the Premises shall be designated on Exhibit B as "Community Area". The Community Area shall be owned and maintained by the Umbrella Association and shall be available for the use and enjoyment of all Residents. The cost of maintaining the Community Area shall be paid by the Owner of Dwelling Units on the Premises in equal shares for each Dwelling Unit.

Portions of the Community Area may be designated on Exhibit B as being "Limited Community Area". Limited Community Area shall be owned and maintained by the Umbrella Association. However, Limited Community Area shall be available for the use and enjoyment of Residents of Dwelling Units consisting of less than all of the Dwelling Units which are subject to this Declaration, which are designated on Exhibit B as being entitled to the right to use a particular Limited Community Area. The cost of maintaining a particular Limited Community Area shall be paid by the Owners of Dwelling Units which are entitled to use and enjoy the Limited Community Area, in equal shares for each Dwelling Unit.

The Development may include one or more "Neighborhoods", as set forth in Exhibit B. The Declarant may (but shall not be obligated to) designate a portion of the Premises in a Neighborhood as a "Neighborhood Facility" by so providing in Exhibit B. Each Neighborhood Facility will be owned and maintained by the Umbrella Association and will be available for use only by the Residents of Dwelling Units in the Neighborhood which includes the Neighborhood Facility. The cost of maintaining each Neighborhood Facility shall be paid by the Owners of Dwelling Units in the Neighborhood in equal shares for each Dwelling Unit. The Declarant may also designate in Exhibit B that certain "Neighborhood Wide Services" shall be furnished to Dwelling Units within a particular Neighborhood. Neighborhood Wide Services shall be furnished by the Umbrella Association as a Neighborhood Expense.

A portion of the Community Area or a portion of a Neighborhood Facility may be designated by the Declarant or the Umbrella Association Board as a "Privacy Area". A Privacy Area shall be assigned to a particular Dwelling Unit and the Owner of the Dwelling Unit to which it is assigned shall be responsible for the maintenance of the Privacy Area as more fully provided in this Declaration.

The Umbrella Association may furnish certain "Special Services" to certain Dwelling Units, as more fully provided in this Declaration. The cost of furnishing a particular Special Service shall be shared equally among the Dwelling Units which receive the Special Service.

This Declaration contains certain restrictions as to the use and enjoyment of Dwelling Units. Certain restrictions, which shall be set forth in Exhibit D to this Declaration (as amended or supplemented from time to time), shall apply to certain lots which will be specifically identified in Exhibit D. The Declarant reserves the right to impose special restrictions on a Dwelling Unit at the time that the Dwelling Unit is first made subject to this Declaration.

To provide for the orderly and proper administration and maintenance of the Development and for the architectural control of the Dwelling Units, the Declarant has or shall form the Umbrella Association under the Illinois General Not-For-Profit Corporation Act. The Umbrella Association shall have the responsibility for administering and maintaining the Community Area and Neighborhood Facilities and furnishing Neighborhood Wide Services and Special Services, and shall set budgets and fix assessments to pay the expenses incurred in connection with such duties.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this

Declaration. Prior to the Turnover Date the Declarant shall have the right to (i) cast all votes at any meeting of the members of the Umbrella Association, (ii) exercise the powers and duties of each Neighborhood Committee and (iii) appoint all members of the Umbrella Association Board.

NOW, THEREFORE, the Declarant declares as follows:

ARTICLE ONE
Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 **BUILDING**: A portion of the Premises which is improved with a structure containing Dwelling Units, including the structural components thereof.

1.02 **BY-LAWS**: The By-Laws of the Umbrella Association.

1.03 **CHARGES**: The Community Assessment, the Neighborhood Assessment, Limited Community Area Assessment, Special Service Fees, any special assessment levied by the Umbrella Association and/or any other charges or amounts which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.

1.04 **COMMUNITY AREA**: Those portions of the Premises which are described and designated as "Community Area" in Exhibit B hereto, as Exhibit B may be amended or supplemented from time to time, together with all improvements located above and below the ground and rights appurtenant thereto. The Community Area shall generally include open space, detention areas, wetlands and green areas, and shall not include any Dwelling Units, Buildings or Neighborhood Facilities. The Community Area shall not include any water mains or sanitary sewers or other improvements which have been dedicated to the Village. The Declarant may from time to time make additional portions of the Development Area subject to this Declaration as "Added Community Area" pursuant to Article Nine.

1.05 **COMMUNITY ASSESSMENT**: The amounts which the Umbrella Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Seven.

1.06 **COMMUNITY EXPENSES**: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement, landscaping and snow removal of the Community Area (other than Limited Community Area); the cost of insurance, water, electricity, telephone and other necessary utility expenses for the Community Area (other than Limited

Community Area); the cost of general and special real estate taxes and assessments levied or assessed against any portion of the Community Area (other than Limited Community Area) owned by the Umbrella Association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Umbrella Association in connection with the operation of the Community Area (other than Limited Community Area); the cost of maintenance of the landscaping of parkways on those portions of Leonard Drive which are adjacent to the Premises and the North parkway on Pebble Creek Drive; any expenses designated as Community Expenses by this Declaration; and any other expenses lawfully incurred by the Umbrella Association for the common benefit of all of the Owners. Community Expenses shall not include Neighborhood Expenses or Limited Community Area Expenses.

1.07 COUNTY: Lake County, Illinois, or any successor thereto.

1.08 DECLARANT: Northern Trust Bank/Lake Forest, not individually, but as Trustee under Trust Agreement dated December 18, 1981 and known as Trust No. 6907, its successors and assigns.

1.09 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.10 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Any portions of the Development Area which are not part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.11 DWELLING UNIT: A portion of the Premises which is described and designated as a Dwelling Unit in Exhibit B. If two or more Dwelling Units are combined, each Dwelling Unit shall nevertheless be considered as a separate Dwelling Unit under this Declaration.

1.12 FIRST MORTGAGE: A bona fide first mortgage, first trust deed or equivalent security interest covering a Dwelling Unit.

1.13 FIRST MORTGAGEE: The holder of a First Mortgage.

1.14 INDEX RATIO: For purposes hereof: (i) The "Index" shall be the level of the most recently published Consumer Price Index - United States City Average - All Items (1982-84 = 100) as published from time to time by the Bureau of Labor Statistics or if the Index shall cease being published, such other index or standard designated by the Declarant, in its discretion, as shall

most nearly approximate the measurements theretofore made by the Index shall be used as the Index hereunder and the Index Base Level (hereinafter defined) shall be adjusted accordingly; (ii) the "Index Base Level" shall be 125; and (iii) the "Index Ratio" shall be a fraction, the numerator of which shall be the most recently published level of the Index and the denominator of which shall be the Index Base Level.

1.15 LIMITED COMMUNITY AREA: A portion of the Community Area which is designated for the exclusive use of the Owners and/or Residents of one or more Dwelling Units as designated herein or in Exhibit B or in a Supplement hereto, as provided in Article Nine.

1.16 LIMITED COMMUNITY AREA EXPENSES: With respect to a particular Limited Community Area, the expenses of administration (including management, security, and professional services), maintenance, operation, repair, and replacement of a particular Limited Community Area; the cost of insurance, real estate taxes and other assessments, if any, water, waste removal, electricity, telephone and other necessary utility expenses for the Limited Community Area; the cost of and the expenses incurred for the maintenance, repair and replacement of personal property used by the Umbrella Association only in connection with the operation of the Limited Community Area; any expense designated as a Limited Community Area Expense by this Declaration or any Exhibit hereto, as supplemented or amended from time to time; and any expenses incurred by the Umbrella Association which, pursuant to generally accepted accounting principles, can reasonably be allocated to the Limited Community Area. Limited Community Area Expenses shall not be deemed to be, and shall not be deemed to include, Community Expenses or Neighborhood Expenses. In the event that certain expenses are incurred by the Umbrella Association in connection with the operation of a particular Limited Community Area and another Limited Community Area and/or the Community Area (other than Limited Community Area) and/or a Neighborhood, the allocation of expenses between the various Limited Community Area Expenses, the Community Expenses and the various Neighborhood Expenses shall be made by the Umbrella Association Board based on generally accepted accounting principles, and any allocation so made shall be final and binding.

1.17 LIMITED COMMUNITY AREA ASSESSMENT: The amounts which the Umbrella Association shall assess and collect from the Owners of Dwelling Units which have the right to use a particular Limited Community Area to pay the Limited Community Area Expenses for the Limited Community Area and to accumulate Reserves for such expenses as more fully described in Section 7.02.

1.18 NEIGHBORHOOD: A portion of the Premises which is described and designated as a "Neighborhood" in Exhibit B hereto, as Exhibit B may be amended or supplemented from time to time,

and which shall consist of Dwelling Units and may include one or more Neighborhood Facilities. A Dwelling Unit may be part of one or more Neighborhoods or may not be part of any Neighborhood. The Declarant may make Added Premises part of an existing Neighborhood or may designate Added Premises as a new Neighborhood, as more fully described in Article Nine.

1.19 NEIGHBORHOOD ASSESSMENT: The amounts which the Umbrella Association shall assess and collect from the Owners of Dwelling Units located within a particular Neighborhood to pay the Neighborhood Expenses for the Neighborhood and to accumulate reserves for such expenses, as more fully described in Section 7.03.

1.20 NEIGHBORHOOD COMMITTEE: A Committee made up of five (5) individuals who represent the Owners whose Dwelling Units are located in a particular Neighborhood. The Neighborhood Committee for each Neighborhood shall be elected by the Voting Members who represent Dwelling Units in the Neighborhood as more fully provided in Article Six hereof and the By-Laws; provided, that, prior to the Turnover Date, the rights, duties and powers of each Neighborhood Committee shall be exercised by Declarant or Declarant's beneficiary, as provided in Section 10.05.

1.21 NEIGHBORHOOD EXPENSES: The expenses of administration (including management, security, and professional services), maintenance, operation, repair, and replacement of a Neighborhood Facility; the cost of insurance, real estate taxes and other assessments, if any, water, waste removal, electricity, telephone and other necessary utility expenses for the Neighborhood Facility; the cost of and the expenses incurred for the maintenance, repair and replacement of personal property used by the Umbrella Association only in connection with the operation of the Neighborhood Facility; the cost of furnishing Neighborhood Wide Services to all Dwelling Units in the Neighborhood; any expense designated as a Neighborhood Expense by this Declaration or any Exhibit hereto, as supplemented or amended from time to time; any expenses incurred by the Umbrella Association which, pursuant to generally accepted accounting principles, can reasonably be allocated to the Neighborhood; and any other expenses lawfully incurred by the Umbrella Association for the common benefit of the Neighborhood Owners. Neighborhood Expenses shall be determined on a Neighborhood by Neighborhood basis and no expenses incurred for any one Neighborhood shall be deemed to be a Neighborhood Expense for any other Neighborhood. Neighborhood Expenses shall not be deemed to be, and shall not be deemed to include, Community Expenses or Limited Community Area Expenses. In the event that certain expenses are incurred by the Umbrella Association in connection with the operation of a given Neighborhood Facility and another Neighborhood Facility and/or the Community Area, the allocation of expenses between the Community Expenses, the various Limited Community Area Expenses

and the various Neighborhood Expenses shall be made by the Umbrella Association Board based on generally accepted accounting principles, and any allocation so made shall be final and binding.

1.22 NEIGHBORHOOD FACILITY: A portion of the Premises which is a part of a Neighborhood and which is described and designated as a "Neighborhood Facility" in Exhibit B hereto, as Exhibit B may be amended or supplemented from time to time, together with all improvements thereon, rights appurtenant thereto, and all personal property used in connection with the operation thereof. A Neighborhood Facility shall not be deemed to be part of the Community Area.

1.23 NEIGHBORHOOD WIDE SERVICES: Those services which are described and designated as "Neighborhood Wide Services" in Exhibit B hereto and which shall be furnished to the Dwelling Units in a specific Neighborhood by the Umbrella Association as a Neighborhood Expense for the Neighborhood.

1.24 OWNER: A Record owner, whether one or more persons, of fee simple title to a Dwelling Unit, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Declarant.

1.25 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.26 PREMISES: That portion of the Development Area which is described in Exhibit B hereto as the Premises, as Exhibit B may be amended from time to time, with all improvements thereon and rights appurtenant thereto. The Declarant may make additional portions of the Development Area part of the Premises as provided in Article Nine.

1.27 PRIVACY AREA: Those portions of the Community Area or a Neighborhood Facility, if any, which are designated as being for the exclusive use of an Owner, as more fully described in Section 3.15.

1.28 RECORD: To record in the Office of the Recorder of Deeds for the County.

1.29 RESIDENT: An individual who resides in a Dwelling Unit and who is either the Owner, a tenant of the Owner, a contract purchaser of the Dwelling Unit, or a relative of any such Owner, tenant or contract purchaser.

1.30 RESIDENTIAL ASSOCIATION: A condominium association created pursuant to a declaration of condominium ownership Recorded on portions of the Premises, the members of which are Owners of Dwelling Units which are part of a condominium located on the Premises; a non-condominium homeowners association created pursuant to a declaration Recorded on portions of the Premises; a cooperative housing corporation which owns a Building or Buildings on the Premises; or any other Person which may from time to time be responsible for administering a Building whose Owners are not members of a condominium association, non-condominium homeowners association or cooperative housing corporation, including, without limitation, a Person who owns a Building which is administered as a rental residential project.

1.31 SPECIAL SERVICES: Those services which are described and designated as "Special Services" in Exhibit C hereto and which shall be furnished to the Dwelling Units designated in Exhibit C by the Umbrella Association.

1.32 TURNOVER DATE: The date on which any one of the following shall first occur:

(a) Sixty (60) days after Declarant has conveyed 600 Dwelling Units to purchasers for value;

(b) The expiration of ten (10) years from the date of Recording hereof; or

(c) The date designated in written notice from the Declarant to each of the Owners as being the Turnover Date.

1.33 UMBRELLA ASSOCIATION: The Fairway Ridge Umbrella Association, an Illinois not-for-profit corporation, its successors and assigns.

1.34 UMBRELLA ASSOCIATION BOARD: The board of directors of the Umbrella Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article Six.

1.35 VILLAGE: The Village of Gurnee, Illinois or any successor thereto.

1.36 VOTING MEMBER: The individual who shall have the right to attend meetings of the members of the Umbrella Association and cast the vote or votes attributable to one or more Dwelling Units, as more fully provided in Article Six.

ARTICLE TWO
Scope of Declaration

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. The Declarant reserves the right (but shall not be obligated) to add portions of the Development Area to the Premises from time to time as more fully provided in Article Nine hereof.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant to and running with the land and shall at all times inure to the benefit of and be binding upon any Person having at any time any interest or estate in any part of the Premises. Any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation or other instrument relating to or affecting a portion of the Premises, shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document, whether or not a specific reference is made in such document to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein, the covenants, conditions, restrictions, easements, reservations, liens and charges which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of fifty (50) years from the date of Recording of this Declaration and thereafter for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by Owners of not less than seventy-five percent (75%) of the Dwelling Units.

ARTICLE THREE
The Community Area and Neighborhood Facilities

3.01 OWNERSHIP: Any portion of the Premises which is designated as part of the Community Area or a Neighborhood Facility shall be conveyed to the Umbrella Association within 90 days after it is made subject to this Declaration. Any Community Area or Neighborhood Facility which is conveyed to the Umbrella Association by the Declarant shall be free and clear of any mortgage or trust deed whatsoever at the time of such conveyance.

3.02 ACCESS EASEMENT: Each Owner shall have a non-exclusive perpetual easement for ingress to and egress from his Dwelling Unit to public streets and roads over and across all walkways, private roads and driveways, if any, located on the Community Area or on the Neighborhood Facility in the Neighborhood of which his Dwelling Unit is a part, which easement shall run with the land, be appurtenant to and pass with the title to every Dwelling Unit. The County and the Village or any municipality or other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over the Community Area and Neighborhood Facilities for police, fire, ambulance, waste removal, snow removal and other vehicles for the purpose of furnishing municipal or emergency services to the Development Area. The Umbrella Association, its employees, agents and contractors, shall have the right of ingress to, egress from and parking on the Community Area and Neighborhood Facilities, and the right to store equipment on the Community Area and Neighborhood Facilities, for the purposes of furnishing any maintenance, repairs or replacements of the Community Area and Neighborhood Facilities, as required or permitted hereunder.

3.03 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area (except the Limited Community Areas). Each Owner shall have the non-exclusive right and easement to use and enjoy any Limited Community Areas assigned to his Dwelling Unit, in common with the Owners of other Dwelling Units to which such Limited Community Area is assigned. Each Owner of a Dwelling Unit which is part of a Neighborhood shall have the non-exclusive right and easement to use and enjoy the Neighborhood Facility, if any, which is part of the Neighborhood. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Dwelling Unit, subject to and governed by the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Umbrella Association Board.

3.04 DELEGATION OF USE: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Umbrella Association, any Owner may delegate his right to use and enjoy the Community Area and Neighborhood Facility, if any, to Residents of his Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Dwelling Unit who are Residents. An Owner who is not a Resident of his Dwelling Unit may only use and enjoy the Community Area as permitted under rules and regulations adopted by the Umbrella Association Board.

3.05 RULES AND REGULATIONS: The use and enjoyment of the Community Area and Neighborhood Facilities shall at all times be

subject to reasonable rules and regulations duly adopted by the Umbrella Association.

3.06 MAINTENANCE, REPAIR AND REPLACEMENT:

(a) Except as otherwise provided in this Declaration, maintenance, repairs and replacements of the Community Area (including Limited Community Area) and the Neighborhood Facilities, shall be furnished by the Umbrella Association in accordance with the provisions of this Declaration and applicable requirements of the Village, and shall include, without limitation, the following:

(i) The maintenance (including street cleaning and snow removal), repair and replacement of the private roads, driveways, walks, paths, parking areas, access facilities, and of all other improvements on and through the Community Area and the Neighborhood Facilities; and

(ii) Added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area and the Neighborhood Facilities, subject to applicable requirements of the Village and/or other governmental entities, if any.

Except as hereinafter provided in this Section, the costs of maintenance, repairs and replacement of (i) the Community Area shall be Community Expenses, (ii) each Limited Community Area shall be a Limited Community Area Expense which shall be paid by the Owners of Dwelling Units who have the right to use the Limited Community Area in equal shares for each Dwelling Unit and (iii) each Neighborhood Facility shall be a Neighborhood Expense for the Neighborhood of which the Neighborhood Facility is a part.

(b) Privacy Areas shall be maintained as provided in Section 3.15.

(c) In the event that any of the improvements to the Community Area, Limited Community Area or a Neighborhood Facility are damaged, then unless a resolution to the contrary is adopted within 90 days after the date of the damage by the affirmative vote of at least 75% of the votes of all Voting Members in the case of the Community Area (other than Limited Community Area), at least 75% of the votes of Voting Members who represent Dwelling Units which have the right to use the Limited Community Area which was damaged or 75% of the votes of Voting Members who represent the Dwelling Units in the Neighborhood which includes the damaged Neighborhood Facility, the damaged improvements shall be restored to their condition before such damage occurred. Any insurance proceeds from insurance policies covering the damage shall be used first to pay the cost thereof, and any excess