

**AMENDED AND
RESTATED
DECLARATION
OF COVENANTS,
CONDITIONS,
EASEMENTS AND
RESTRICTIONS FOR
REMINGTON TRAILS
TOWNHOME
ASSOCIATION**



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**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION**

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Exhibit A: Legal Description
Exhibit B: Bylaws

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION**

WITNESSETH:

This Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Remington Trail Townhome Association has been (1) approved by the Lot Owners entitled to cast two-thirds (2/3) of the total votes, pursuant to Section 12.4 of the Original Declaration and Article VI of the By-Laws, and (2) mailed to all First Mortgagees in accordance with Section 8.1 of the Original Declaration;

WHEREAS, Association and its Owners are the legal title holders of certain real property in the County of Lake and State of Illinois, which real estate is legally described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property has been improved with residential townhome units together with certain Common Areas (as hereinafter defined); and

WHEREAS, the Property has been subjected to the covenants, conditions, restrictions, easements, assessments, charges and liens in the Original Declaration as again set forth in this Declaration.

NOW, THEREFORE, Association hereby declares that the Property shall be held, transferred, conveyed and occupied subject to this Amended and Restated Declaration and the following covenants, conditions, restrictions, easements, assessments, charges and liens which are for the purpose of protecting the value and desirability of, and which shall run with the Property subjected hereto and be binding on and inure to the benefit of any Owner (as hereinafter defined) thereof and to all parties having or acquiring any right, title or interest therein or in any part thereof.

ARTICLE 1

**DECLARATION PURPOSES AND
PROPERTY SUBJECT TO DECLARATION**

1.1. There has been created and shall be maintained on the Property a single family townhome development for the current future Owners of Lots (as hereinafter defined) for the following general purposes:

- a) The imposition of covenants, conditions and restrictions and the reservation of certain powers pursuant to the Original Declaration, the Association shall provide for the Property a plan for development which is intended to enhance and to protect the values of Declarant's single-family residential townhome community; and

b) A plan for the maintenance of the Common Area (as hereinafter defined) portions of which may be owned by the Association (as hereinafter defined) and used in common by the Owners (as hereinafter defined) of the Property.

1.2. To further the general purposes herein expressed, the Property at all times shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions herein set forth.

ARTICLE 2 DEFINITIONS

The following words, when used in this Declaration or in any supplemental Declaration shall, unless the context shall prohibit, have the following meanings:

2.1 "Association" shall mean and refer to the Remington Trails Townhome Association, an Illinois not-for-profit corporation, and a Common Interest Community as defined in Chapter 735 ILCS 5/9-102(a)(b), Illinois Compiled Statutes (1992) and Section 1-5 of the Illinois Common Interest Community Act ("Act") as from time to time amended, its successor and assigns.

2.2. "Board" shall mean and refer to the Board of Directors of the Remington Trails Townhome Association, an Illinois not-for-profit corporation; said entity shall govern and control administration and operation of the Property.

2.3. "By-Laws" shall mean and refer to the By-Laws of the Remington Trails Townhome Association, which is attached hereto and made a part hereof as Exhibit "B". The By-Laws are incorporated into this Declaration by this reference.

2.4. "Common Area" shall mean and refer to all real property and improvements thereon to be owned or maintained by the Association for the common use and enjoyment of all members of the Association. This shall include Lots 24 and 25, as described on the Plat of Subdivision for the Remington Trails Subdivision (as hereinafter defined), attached to the Original Declaration and incorporated by reference only.

2.5. "Common Expenses" means the proposed or actual expenses affecting the property, including reserve, if any, lawfully assessed by the Association.

2.6. "Community Association" shall mean and refer to the Valley Lake Community Association, an Illinois not-for-profit corporation.

2.7. "Community Instruments" means all documents and authorized amendments thereto recorded by the Association, including, but not limited to, the Declaration, By-Laws, plat of survey, and rules and regulations.

2.8. "Lot" shall mean and refer to that, portion of the Property, the size and dimension of which shall be established by Declarant.

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

2.10. "Management Company" or "Community Association Manager" means a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for the Association for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to this Act.

2.11. "Member or Membership" shall mean and refer to every person or entity who holds Membership in the Association.

2.12. "Mortgage" shall mean and refer to either a Mortgage or Deed of Trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.

2.13. "Original Declaration" means the recorded by the Original Developer with the Lake County Recorder of Deeds as Document No. 4711675 on JUNE 19, 2001.

2.14. "Person" shall mean and refer to a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

2.15. "Proscribed Delivery Method" means mailing, delivering, posting in an Association publication that is routinely mailed to all Owners, or any other delivery method that is approved in writing by the Owner and authorized by the Community Instruments.

2.16. "Property" shall mean and refer to the real estate legally described in Exhibit "A", attached hereto and made a part hereof.

2.17. "Subdivision Plat" shall mean and refer to the Plat of Subdivision for the Remington Trails Subdivision as recorded with the office of the Recorder of Deeds of Lake County, Illinois, attached to the Original Declaration as Exhibit "B" and incorporated herein by reference only.

2.18. "Single Family" shall mean and refer to one or more persons, each related to other by blood, marriage or adoption, or a group of not more than three (3) persons not so related, maintaining a common household.

ARTICLE 3
GENERAL RESTRICTIONS

3.1. All Lots shall be used only for Single Family Townhome Dwellings. Each Owner shall maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition and shall at all times cause the prompt removal of all papers, debris and refuse therefrom.

3.2. No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seed or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

3.3. No temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar Improvement shall, except as otherwise herein provided, be located upon the Lots.

3.4. No person shall accumulate on his Lot abandoned or junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles and stored inside each respective Owner's garage. Garbage receptacles may be placed outside for a period not to exceed twenty-four (24) hours prior to and after each scheduled garbage collection. Vacant Lots shall not be used for the purpose of raising crops thereon.

3.5. No commercial vehicles shall be parked in drive ways overnight. Any vehicle with lettering or designs will be considered a commercial vehicle. Boats, recreational vehicles and trailers cannot be stored in driveways or lots. No vehicle maintenance repair is permitted in the driveway or street or lots.

3.6. There shall be no obstruction in the driveways or other portions of the Common Area nor shall ready access to a garage or entrance to a Lot be obstructed or impeded in any manner.

3.7. No animals other than inoffensive common domestic household pets such as dogs and cats shall be kept on any Lot. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited.

3.8. The operation of a "ham" or other amateur radio stations or the erection of any communication antennae or similar devices shall not be allowed other than in accordance with FCC Regulations and the rules and regulations adopted by the Board.

3.9. All areas of the Lots designed or intended for the proper drainage or retention of storm water, including swale lines and ditches, shall be kept unobstructed and shall be mowed regularly. Trees, plantings, shrubbery, fencing, patios, structures, landscaping, treatment or other like improvements may be planted, placed or allowed to remain in any such areas so long as they do not substantially obstruct or alter the rate or direction of flow of storm water from any Lot. No Owner shall alter the rate or direction of flow of storm water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise.

Each Owner acknowledges, by acceptance of a deed to a Lot, that, each drainage or detention area is for the benefit of the entire Property.

3.10. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Area improvements or contents thereof, or which would be in violation of any law, nor shall any waste be committed in the Common Area.

3.11. The covering of windows and other glass surfaces, whether by shades, draperies or other items visible from the exterior of any dwelling, shall be subject to the rules and regulations of the Community Association.

3.12. The restriction in Paragraph 3.1 shall not, however, be construed in such a manner as to prohibit an Owner from: a) maintaining his personal professional library therein; b) keeping his personal business records or accounts therein; or c) handling his personal or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said paragraph.

3.13. Nothing shall be altered in or removed from the Common Area except upon the written consent of the Board.

3.14. No fences shall be constructed upon the property by tenants or Owners, except for fences initially placed on the Property and those required by law or safety of the residents deemed necessary by the Association.

3.15. No pools shall be constructed or installed on any portion of the Property.

3.16. No improvements of any kind, other than Single Family Townhome Dwellings, shall be constructed upon the Lots, except for such improvements as were originally constructed or installed on the Property or as otherwise provided herein.

3.17. The Board shall enter into a police enforcement agreement with the Village of Round Lake which agreement shall authorize Round Lake police enforcement of traffic and parking regulations on the Property.

3.18. Flags. An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component. (b) A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules and Regulations governing the display of American and Military Flags:

(a) The display of the American Flag shall be subject to the provisions of Title 4 of the United States Code, Chapter 1 (The Flag), Sections 4 through 10.

(b) A flag or mount may not be installed by the Owner on a portion of the Common Area. A flag or mount may be installed on that portion of the property that is under the exclusive use and control of an Owner.

3.19. Rules and Regulations. The Association Board may promulgate such Rules and Regulations with respect to the matters set forth in this Article VII, and with respect to any other matters concerning the use and occupancy of the Property as may reasonably be desirable to make and keep the Property a desirable and harmonious residential housing development, including, without limitation, Rules and Regulations regarding the use of the Residences and the Common Areas. Owners and Occupants shall abide by all such Rules and Regulations. A copy of the proposed text of the Rules and Regulations shall be mailed to all Owners within 21 days prior to the meeting concerning the adoption of such Rules.

3.20. Disabilities. Until determined by federal or state legislation, administrative agency or court of law, the Common Area shall not be subject to the public facility regulations of the Americans With Disabilities Act. In order to conform to the Fair Housing Amendments Act of 1988, any Owner or Resident may make reasonable modification to his Lot, subject to the following:

(a) All requests for modification to the Lot must be in writing per Association Property Improvement Proposal guidelines.

(b) The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.

(c) The Board may establish reasonable guidelines for construction of any addition, improvement or modification.

(d) All work must be approved by the Board prior to commencing construction.

(e) The Board of Directors shall have the authority to establish a fee for administration, supervision and documentation associated with Residents moving in and out of the premises, including a security deposit for damages to the Common Area.

ARTICLE 4
MEMBERSHIP AND BOARD OF DIRECTORS

4.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

4.2. Voting Rights.

a) The Association shall have one class of membership and each member shall have one vote for each Lot such member owns, provided that in no event shall more than one (1) vote be cast with respect to any one (1) Lot. If more than one (1) person is the record Owner of any Lot, or if an Owner is a trustee, corporation, partnership or other legal entity, the vote for such Lot shall be exercised as such Owner or Owners of that Lot shall designate. Such designation shall be made in writing to the Board or in such other manner as may be provided in the By-Laws.

b) A Member may vote (i) by proxy executed in writing by the Member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the Community Instruments or the written proxy itself provide otherwise, proxies will not be valid for more than eleven (11) months after the date of its execution; or (ii) by submitting an Association-issued ballot in person at the election meeting; or (iii) by submitting an Association-issued ballot to the Association of its designated agent by mail or other means of delivery specified in the Declaration or By-Laws.

4.3. Board of Directors. The Association shall be governed by a Board of Directors comprised of three (3) persons, or such greater number as may be determined by Board resolution. The Board shall maintain and administer the Common Area and improvements thereon in accordance with the terms and provisions of this Declaration and the By-Laws.

4.4. Officers. The Association shall have such Officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the Articles of Incorporation or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in its Board, from time to time; and its officers under the direction of the Board and shall not be subject to the approval of the Members. The Articles of Incorporation and By-Laws of the Association may include such added provisions for the protection and indemnification of its Officers and Directors as shall be permissible by law. The Directors and Officers of the Association shall not be liable to the Owners or others for any mistake of judgment or any acts or omissions made in good faith as such Directors or Officers.

4.5. Director and Officer Liability. Neither the Directors nor the Officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or

officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the Directors and Officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the Directors and Officers on behalf of the Owners or the Association or arising out of their status as Directors or Officers unless any such contact or such act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director or Officer may be involved by virtue of being or having been such Director or Officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such Director or Officer, or (ii) any matter settled or compromised unless, in the opinion of independent counsel selected by or in a manner determined by the Board there is no reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his/her duties as such Director or Officer.

4.6. Board Powers. The Association, through the Board, shall have the following powers and duties:

- a) Own, maintain and otherwise manage the Common Area and all Improvements thereon in accordance with the final landscape development plan and own, maintain and otherwise manage all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any landscaping located in concrete islands and cul-de-sac in the dedicated streets which are adjacent to or within the Property and to maintain any signage and lighting located thereon;
- b) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association;
- c) Establish and maintain a working capital and contingency fund in an amount to be determined by the Board;
- d) Provide for the maintenance of landscaping, signs, fencing, retaining walls, lighting and other improvements located within the Common Area;
- e) Mow, care for, maintain vacant and unimproved portions of the Property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the Board to keep any vacant portions of the unimproved portions of the Property neat in appearance and in good order;
- f) Make such improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its Articles

of Incorporation and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping Remington Trails Subdivision a highly desirable residential community;

g) To establish and maintain a system of master metering of public utility services to collect payments in conjunction therewith, subject to the requirements of the Tenant Utility payment Disclosure Act.

h) To have standing and capacity to act in a representative capacity in relation to matters involving the Common Areas or more than one Lot, on behalf of the Owners as their interests may appear.

i) The Board shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from Owners for violations of the Declaration, By-Laws, and rules and regulations of the Common Interest Community Association.

j) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the Articles of Incorporation or the By-Laws.

4.7. Insurance.

a) The Board shall also have the authority to and shall obtain comprehensive liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and worker's compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its Officers, members of the Board, and their respective employees and agents from liability and insuring the Officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties.

b) The premiums for such insurance shall be Common Expenses payable out of the proceeds of the Assessments required by and collected in accordance with Article 6.

c) The Association shall be further responsible for maintaining such policies of insurance for the Common Area and the Improvements located upon the Lots against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time deem prudent.

d) The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the

custody or control of the Association plus the Association reserve fund. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company.

e) The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least thirty (30) days prior written notice for the Association.

f) The Insurance policies shall contain waivers of subrogation with respect to the Board, its employees, agents, Owners and mortgagees.

ARTICLE 5 EASEMENTS AND PROPERTY RIGHTS

5.1. Easements and Use and Enjoyment. An Easement is hereby declared and created over and upon the Common Area for the benefit of the entire Property, and every Owner shall have a right and easement of use and enjoyment and a right of access to and of ingress and egress on, over, across, in, upon and to the Common Area, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

a) The right of the Association, in accordance with this Declaration and the By-Laws, to adopt rules and regulations governing the use, operation and maintenance of the Common Area.

b) The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Area. Notwithstanding the foregoing, no mortgage shall be placed upon the Common Area unless such mortgage is approved by the Board and by a majority of the Members, voting at a general or special meeting duly called and held in accordance with the By-Laws.

c) The right of the Association to dedicate or transfer all or any part of the Common Area or any utility system thereon to any public agency, authority or utility for such purposes and subject, to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of the Members of the Board of Directors, has been recorded.

5.2. Rights of Occupants. All persons who reside on a Lot shall have the same rights to use and enjoy the Common Area and all improvements situated thereon as the Owner of that Lot, as provided in the By-Laws.

5.3. Utility Easements. The authorized telephone company, Commonwealth Edison Company, the authorized cable television company, Nicor, Round Lake Public Works Department, Village of Round Lake, Illinois, the Community Association and all other suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, switching apparatus and other equipment, including housings for such equipment into, over, under, on and through the Property for the purpose of providing utility services to the Property. Every Owner is also hereby granted an easement of ingress and egress over and upon the Common Area and any other Lot for any and all purposes arising out of the construction, installation, repair, maintenance, replacement and inspection of utilities servicing such Owner's Lot.

5.4. Encroachments. In the event that (a) by reason of settlement, shifting or movement, any dwelling, garage or other improvement as originally constructed on any Lot or upon the Common Area overhangs or otherwise encroaches or shall hereafter encroach upon any other Lot or upon the Common Area, or (b) by reason of such settlement, shifting or movement it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Area for any reasonable use appurtenant thereto which will not unreasonably interfere with the use or enjoyment of the Common Area by other Owners; or (c) by reason of settlement, shifting or movement of utility, ventilation and exhaust systems, as originally constructed, any mains, pipes, ducts or conduits servicing any Lot or more than one Lot, encroach or shall hereafter encroach upon any part of any Lot or the Common Area, then, in any such case, valid easements for the maintenance of such encroachment and for such use of the Common Area, together with the right to enter upon such other Lot or Common Area to maintain, repair and replace such other Lot or Common Area to maintain, repair and replace such encroachment, are hereby established and shall exist for the benefit of such Lot or the Common Area, as the case may be, so long as such dwelling, garage or other improvement shall remain standing, provided, however, that if any such dwelling, garage or other improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachment may be re-established and the easements herein granted for the maintenance repair and replacement thereof shall continue in force; provided further that in no event shall a valid easement for any encroachment or use in the Common Area be created in favor of any Owner if such encroachment or use was created by the intentional, willful or negligent conduct of any Owner or that of his agent.

5.5. Easements Run With the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and binding upon any Owner, purchaser, mortgagee or to the person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of this Declaration shall be sufficient to create and reserve such easements as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE 6
COVENANT FOR ASSESSMENTS

6.1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in any such deed or other covenants, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each Lot owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due.

6.2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Common Area and the improvements thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon, for certain maintenance, and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By-Laws.

6.3. Assessment Procedure - Annual Assessments.

a) Each year, on or before December 1, the Board shall prepare a budget for the Association for the ensuing twelve (12) months which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements on the Common Area, and for such other contingencies as the Board may deem proper. Each Owner shall receive through a prescribe delivery method, at least thirty (30) days but not more than sixty (60) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. On or before the next January 1, following the preparation of the budget, and on the first day of each and every month for the next twelve (12) months, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before May 1 of each year, the Board shall supply to all Owners an itemized accounting, on an accrual or cash basis, of expenses for the preceding twelve (12) months together with a tabulation of the assessments and showing net excess or deficit, on an accrual or cash basis, of income over the sum of expenses plus reserves. Any such excess may, at the discretion of the Board, be retained by the Association and shall be placed in the reserve account. The Board shall (i) make available for review to all Owners an itemized accounting of the Common Expenses for the preceding year actually incurred or paid, together with an

indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

b) If said annual assessments prove inadequate for any reason, including non-payment of any Owner's assessment, the Board may, subject to the limitations on the use of capital reserves in Paragraph 6.5, charge the deficiency against existing reserves, or levy a further assessment which shall be assessed equally against all Lots subject to assessment. The Board shall, serve notice for such further assessment on all Owners by a statement in writing showing the amount due and reasons therefor, and such further assessment shall become effective with the monthly installment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.

c) The failure or delay of the Board to prepare or serve the annual or adjusted estimate on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided. Whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay his monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.4. Special Assessments. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to the Common Area and for the necessary fixtures and personal property related thereto. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Owners with twenty percent (20%) of the votes of the association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Owners are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the members, and shall be used only for the specific purpose for which such assessment was levied.

a) Any common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Owners.

b) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Owner approval or the provisions of this Section. As used herein, "emergency" means an immediate damage to the structural integrity of the Common Areas or to the life, health, safety, or property of the Owners.

c) Assessments for additions and alterations to the Common Areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds (2/3) of the total members at a meeting called for that purpose.

d) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (b) and (c) of this Section, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

6.5. Capital Reserves. To the extent the annual budget includes an amount specifically designated as a capital reserve, that proportion of each installment of the annual assessments paid to the Association as the amount so designated as a capital reserve bears to the total annual budget shall be segregated and maintained by the Association in a special capital reserve account to be used solely for making repairs and replacements to the Common Area and the improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder.

6.6. Notice and Quorum. Written notice of any meeting called for the purpose of authorizing special assessments which requires approval of the Members shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of voting Members in person or by proxy having sixty percent (60%) of the votes entitled to be cast 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.

6.7. Uniform Assessments. Both annual and special assessments shall be assessed equally to each Lot.

6.8. Collection of Assessments. Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the maximum rate permitted by law. The Board may determine a late charge not to exceed Fifty and No/100 Dollars (\$50.00) per month for all delinquent assessments. The Association may bring an action against the Owner personally obligated to pay assessments and

recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Board, costs and attorneys' fees as above provided, shall be and become a lien or charge against the delinquent Owner's Lot when payable and may be foreclosed by any action brought in the name of the Association. To the extent permitted by statute, the Board may bring an action in Forcible Entry and Detainer to collect any delinquent assessments. Other than attorney's fees and court costs, no fees pertaining to the collection of an Owner's financial obligation to the Association, including fees charged by a manager or managing agent, shall be added to and deemed a part of an Owner's respective share of the Common Expenses unless: (i) the managing agent fees relate to the costs to collect Common Expenses for the Association; (ii) the fees are set forth in a contract between the managing agent and the Association; and (iii) the authority to add the management fees to an Owner's respective share of the Common Expenses is specifically stated in the Declaration or By-Laws of the Association.

6.9. No Waiver of Liability. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Any claim by an Owner against the Association shall be by separate action and shall not be used as a defense or counterclaim to an action by the Association to collect assessments.

6.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Lot by a bona fide lender. Each holder of a first mortgage on a Lot who obtains title or comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments or charges which become payable prior to such acquisition of title, possession, or the filing of a suit to foreclose the mortgage.

ARTICLE 7

EXTERIOR MAINTENANCE BY ASSOCIATION AND OWNERS

7.1 By Association. In addition to other rights, powers and duties of the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and with regard to the Common Area and Lots and the cost and expense of which shall be paid for by the Association from assessment funds:

a) Common Area. The Association shall maintain, repair, replace and manage the Common Area and all facilities, improvements and equipment thereon, and pay for all expenses and services in connection therewith, including without limiting the generality of the foregoing: landscape maintenance, comprehensive liability, hazard and other insurance, payment of all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Common Area or other property owned by the Association, and such other services for the Common Area as the Board deems to be

in the best interests of the Association and its Members. The Association shall also maintain Lots 24 & 25 as indicated on the Plat, including the roads and streets located therein. Notwithstanding the foregoing, the Association shall have no further obligation to maintain the landscaped areas around the detention areas located within Lot 24 as indicated on the Plat, but such maintenance, repair and replacement shall be the obligation of the Community Association.

b) Improvements. Except as otherwise stated in this Declaration to the contrary, the Association, as part of the Assessments, shall have the obligation to repair, maintain and replace the Improvements located upon the Lots. In addition, the Association shall be responsible to maintain, repair and replace those portions of Lots not improved by Single Family Townhome Dwellings.

c) Snow Removal. The Association shall be responsible for the removal of snow within the Property, including but not limited to removal of snow from the driveways located upon Lots within the Property.

d) Retaining Walls. The Association shall maintain, repair and replace retaining walls located within the Property.

e) Restoration of Common Areas. The Association shall be responsible to restore all areas within the Common Areas as required to restore the Common Areas after the Village of Round Lake, Illinois has maintained, repaired or replaced the sanitary, storm, and water mains located within the Common Areas.

7.2. By Owner. Each Owner shall be responsible to maintain, repair and replace the interior portions of their respective townhouses located upon the Lots. Each Owner shall maintain insurance with respect to the interior portions of their respective townhouses, including but not limited to the contents contained therein. Each Owner shall further maintain liability insurance for any neglect cause by the Owner or their guests. Each Owner(s) will provide the Association at Closing of their Lot and upon each anniversary date of such insurance policy a copy of his townhome insurance policy. Failure to provide such a policy authorizes the Association to obtain such an insurance policy on behalf of the Owner(s) as part of his/her Assessment. Please also refer to Section 4.6 above.

ARTICLE 8 RIGHTS OF FIRST MORTGAGEES

8.1. In addition to all other rights of first mortgagees pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary:

Unless at least fifty-one percent (51%) of the first mortgagees (based upon one vote for each first mortgage owned) of individual Lots (hereinafter referred to as "First Mortgagees") have given their prior written approval, the Association shall not be entitled to:

a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvement thereon which are owned, directly or indirectly, by the Association for the benefit of the Lots and the Owners. The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association shall not, for purposes of the foregoing, be deemed to be a transfer.

b) Change the method of determining the obligations, assessments, dues, reserves for maintenance, repair and replacement of Common Areas, or other charges which may be levied against a Lot and the Owner thereof as provided in Article 6, subject, however, to the provisions in Paragraph 8.5 hereof.

c) By act or omission waive, abandon or materially change any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any dwelling or garage on a Lot, the exterior maintenance of any such dwelling or garage, the maintenance of common fences and driveways, if any, or the upkeep of lawns and plantings on the Property.

d) Fail to maintain fire and extended coverage insurance on the insurable improvements in the Common Area in an amount not less than one hundred percent (100%) of the full insurable replacement cost.

e) Use hazard insurance proceeds for losses to any improvements to the Common Area for other than the repair, replacement or reconstruction of such improvements.

f) Change the responsibility for maintenance and repairs of the Common Area and/or Lots thereof as provided in Article 7.

g) Change the interests in the Common Area or rights to their use.

h) Change the voting rights of any Member of the Association.

i) Impose any restrictions on a Lot Owner's right to sell or transfer his or her Lot.

j) By act or omission, seek to terminate the legal status of the Association after substantial destruction or condemnation.

8.2. First Mortgagees shall have the right to examine the books and records of the Association at reasonable times upon reasonable notice.

8.3. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area and First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

8.4. Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by the mortgagor of such Lot in the performance of such mortgagor's obligation's hereunder or under the By-Laws or rules and regulations of the Association which is not cured within thirty (30) days.

8.5. First Mortgagees are entitled to timely written notice, if requested in writing of:

- a) Any condemnation or casualty loss that affects either a material portion of the project or the lot securing its mortgage;
- b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;
- c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owners' association; and
- d) Any proposed action that requires the consent of a specified percentage or eligible mortgage holders.

The request must include the Owners' Association, stating both its name and address and the Lot address of the Lot it has a mortgage on.

This Article 8 may be amended only with the written consent of fifty percent (50%) of the First Mortgagees (based upon one vote for each first mortgage owned).

ARTICLE 9 ARCHITECTURAL CONTROL

9.1. General Review and Approval. Except for improvements originally constructed on the Property, no building, fence, wall, or other structure shall be commenced, erected or maintained upon the Property or upon any Lot, dwelling, garage or other improvement thereon, nor shall any exterior addition to or change or alteration therein be made until written plans and specifications showing the nature, kind, shape, height, materials, color scheme and location of the same and the approximate cost thereof shall have been submitted to and approved in writing by the Board or by an architectural committee composed of three (3) or more representatives appointed by the Board. Notwithstanding the foregoing, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Property or upon any Lot, dwelling, garage or other improvement thereon; nor shall any exterior addition to or change or alteration therein be made, until written plans and specifications showing the nature, kind, shape, height, materials, color of scheme and location of the same have been submitted to and approved in writing by the Valley Lakes Community Association.

9.2. Decks and Patios. Pursuant to their authority in Section 9.1 above, an Owner shall be permitted to install decks and or patios so long as the Owner complies with the procedures in Section 9.1 above.

9.3. Television Antenna. Notwithstanding the provisions of Paragraph 9.1 herein, no outdoor television antenna shall be affixed to or placed upon the exterior walls or roof of any dwelling, garage or other improvement on a Lot or upon any other portion of a Lot, or on any portion of the Common Area except in accordance with the current FCC Regulations or the rules and regulations adopted by the Board.

9.4. Devices Designed for the Air Reception of Television Broadcast Signals. In compliance with Section 207 of the Telecommunications Act of 1996, and the rules and regulations promulgated thereby, devices designed for over-the-air reception of television broadcast signals, multichannel multipoint distribution services or direct broadcast satellite services (collectively "Dishes") which promote a viewer's ability; to receive video programming services, shall be permitted and may be affixed to or placed upon the exterior walls or roof of any dwelling, garage or other improvement on a Lot; provided, however, Dishes shall be placed, to the extent feasible, in locations that are not visible from any street, provided that this placement permits reception of any acceptable qualify signal. The location of the Dishes shall be subject to the prior written notification to the Association. In addition, the size of the Dishes shall not exceed one (1) meter in diameter. Any and all Dishes permitted pursuant to this Section shall be installed in full compliance with all health, safety, fire and electrical codes, rules, regulations, ordinances, statutes and laws of the Federal Government, State of Illinois, Lake County and local municipalities and the Association (collectively "Health and Safety Laws"). All Dishes installed shall be properly grounded and installed in full compliance with all installation requirements of the manufacturer and all Health and Safety Laws. No Dishes shall be installed within the close proximity of any power lines. All Dishes installed, to the extent feasible, shall be painted or of such color so that the Dish blends into the background against which it is mounted, provided, however, said painting requirement does not prohibit or unreasonably interfere with the reception or signal received by the viewer. Notwithstanding anything contained herein to the contrary, the installation of any Dish shall be at the Owner's sole risk and sole cost and expense and, in the event the installation of any Dish causes any damage or destruction to any dwelling or other improvement or any Lot or voids or impairs any warranty which runs for the benefit of other Lot Owners or the Association, the Owner installing and owning aid Dish shall be liable and responsible for and shall pay for any and all costs, expenses, fees and damages and repair any and all damage or destruction created thereby, including reasonable attorneys' fees and court costs. No Dish shall be affixed to, installed or placed upon the Common Area except upon the prior written consent of the Board, not to be unreasonably withheld, and shall only be installed, affixed or placed upon the Common Area in conjunction with the Association's duly adopted rules and regulations. Notwithstanding anything contained herein to the contrary, any Owner installing and affixing any Dish to a Lot, improvement, dwelling or the Common Area hereby agrees to and shall indemnify, defend and hold the Association harmless from and against any and all costs, expenses, suits, damages, destruction to any real property or any person, including attorneys' fees and court costs, caused by, either directly or indirectly, the installation, affixing and maintaining, whether by said Owner or a third party contractor, of a Dish pursuant to this Declaration. This Section 9.3 shall be binding upon and inure to the benefit of each Owner and his/her heirs, successors and assigns and shall be effective upon recordation in the Office of the Lake County Recorder of Deeds.

9.5. Repair and Reconstruction. In the event of damage to or destruction of any dwelling, garage or other improvement on any Lot, the Association will, within a reasonable time after such destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of such structures in force at the time of such repair or reconstruction. The exterior of such structure, when rebuilt, shall be substantially the same as and of architectural design conformable with the exterior of such structure immediately prior to such damage or destruction. The cost thereof shall be charged to such Owner as his personal obligation and shall be a lien on his Lot. Notwithstanding the foregoing, the Owner of the Lots shall be responsible to obtain and maintain insurance with respect to the interior portions of the Improvements located upon the Property as well as the contents of the Improvements located on the Lot owned by said Owner.

ARTICLE 10
LEASE OF LOTS

Any lease agreement between an Owner and a lessee shall be in writing and shall provide that the terms of such lease are subject in all respects to the provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association, and that failure by the lessee to comply with the terms of such documents shall be a default under the lease. The Owner making any such lease shall not be relieved thereby from any of his obligations under the Declaration. To verify this, a Rider, which can be obtained from the Board, must be signed and attached to every lease and returned to the Board. Leasing of lots shall further be governed by the following:

- a) Owners may only lease their Lot if they have owned their Lot for at least two (2) years.
- b) No lease is to be less than thirty (30) days.
- c) Occupancy of a Lot by a blood relative(s) of an Owner without the Owner being a resident shall not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been executed between the parties. A blood relative is defined as a parent, grandparent, child (natural or adopted), grandchild, sibling, or spouse of an Owner.
- d) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to an Owner who is not otherwise permitted to lease his Lot because he has not owned it for two years to lease his Lot to a specified lessee on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application. The Board has sole and complete discretion to approve or disapprove any Owner's application for a lease or extension of a lease. The Board's decision shall be final and binding. Any

lease approved by the Board shall be subject to the Declaration, By-Laws and rules and regulations governing the Association.

e) Any Lot being leased out in violation of the Declaration or any Owner found to be in violation of the Rules and Regulations adopted by the Board may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard.

f) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or tenant, under 735 ILCS 5/9 et, seq., an action for injunctive and other equitable relief, or an action at law for damages.

g) Any action brought on behalf of the Association and/or the Board to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

h) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Lot and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

i) The Board of the Association shall have the right to lease any Association owned Lots or any Lot of which the Association has possession pursuant to any court order and said Lots shall not be subject to this Amendment.

ARTICLE 11 PARTY WALLS

11.1. Party Walls. Each wall which is built as a part of the original construction of the Improvements upon the Property and placed on the dividing line between the Lots and/or serves two or more Dwellings, whether wall, ceiling, or floor, 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 damages due to negligence or willful acts or omissions shall apply thereto.

11.2. Shared Expenses. The cost of reasonable repair, maintenance and replacement of a party wall shall be shared equally by the Owners who make use of the wall except that the entire cost of repairing damage caused by the negligence or willful act or omission of one (1) Owner shall be paid for by that Owner. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and the other Owners who shared the use of the wall shall contribute to the cost or restoration thereof equally without prejudice to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

11.3. Negligent Acts. Notwithstanding any other provisions of this Article, an Owner who by negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

11.4. Contribution. 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 successors and assigns in title.

ARTICLE 12 GENERAL PROVISIONS

12.1. Enforcement. In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at the highest interest permitted by law, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 6. If any Owner, or his guests, violates any provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations of the Association, the Board may, after affording the Owner an opportunity to be heard, levy a reasonable fine against such Owner, and such fine shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 6.

12.2. Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision hereof, all of which shall remain in full force and effect.

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

12.4. Amendments. The provisions of Article 5 and Paragraph 6.1, and this paragraph may be amended only by an instrument in writing setting forth such amendment signed and

acknowledged by all Owners. Subject to Article 8, the remaining provisions of this Declaration may be amended by an instrument in writing setting forth such amendment signed and acknowledged by the voting Members having at least fifty-one (51%) percent of the total votes of the Members or that is approved at a duly called and held general or special meeting of Members by the affirmative vote, either in person or by proxy, of the voting Members having a majority of the total votes of the Members and containing a certification by an officer of the Association that said instrument was duly approved as aforesaid. No amendment shall be effective until duly recorded in the Office of the Recorder of Deeds of Lake County, Illinois.

12.5 All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

12.6 Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the common street address of the Lot owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mails, postage prepaid, and addressed to any Owner at the last address filed by such Owner with the Board shall be sufficient and proper notice to such Owner shall be deemed delivered on the third (3rd) day after deposit in the United States mails.

12.7 Notices. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address, all as shown on the records of the Association at the time of such mailing.

12.8 Binding Effect. Except for matters discussed in Article 8 of this Declaration, the easements created by this Declaration shall be of perpetual duration unless cancelled in a written document signed by one hundred percent (100%) of the Owners. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

12.9 Village Maintenance and Ownership. The Village of Round Lake, Illinois, its successors and/or assigns, shall own and maintain all storm, sanitary and water mains located within the Common Area. The Village of Round Lake, Illinois, its successors and/or assigns shall be responsible for the repair, maintenance and replacement of the portion of the sanitary mains located within cul de sacs extended to the manholes within the cul de sacs.

12.10 Community Association. By acceptance of a deed to any portion of the Property, the Owners hereby acknowledge and agree that their ownership of a Lot shall be subject to the terms and conditions of the Declaration with respect to the Community Association. The Owners hereby acknowledge and agree to be bound by the terms and conditions of the Declaration with respect to the Association.

ARTICLE 13
COMMON INTEREST COMMUNITY

The Association shall act and operate as a Common Interest Community as defined in Chapter 735 ILCS 5/9-102, Illinois Compiled Statutes (1992), as from time to time amended and shall be subject to the Common Interest Community Act pursuant to the decision of a majority of the Board pursuant to Section 1-75(a) of the Common Interest Community Act. The Declaration and By-laws shall be deemed to be amended as necessary to comply with any statute relating to Common Interest Communities, and the Board may record such documents as are necessary to effect this compliance.

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 THROUGH 25 IN REMINGTON TRAILS, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 45 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 2001 AS DOCUMENT NO. 4711674, IN LAKE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER(S), ALL IN ROUND LAKE, IL 60074

PIN	Address	PIN	Address
05-25-116-020	410 N Carlisle Ct	05-25-116-064	390 N Carlisle Ct
05-25-116-021	406 N Carlisle Ct	05-25-116-065	388 N Carlisle Ct
05-25-116-022	402 N Carlisle Ct	05-25-116-066	384 N Carlisle Ct
05-25-116-023	400 N Carlisle Ct	05-25-116-067	380 N Carlisle Ct
05-25-116-024	430 N Carlisle Ct	05-25-116-068	2296 W Bentley Ln
05-25-116-025	426 N Carlisle Ct	05-25-116-069	2290 W Bentley Ln
05-25-116-026	422 N Carlisle Ct	05-25-116-070	2286 W Bentley Ln
05-25-116-027	418 N Carlisle Ct	05-25-116-071	2280 W Bentley Ln
05-25-116-028	446 N Carlisle Ct	05-25-116-072	365 N Keswick Ct
05-25-116-029	442 N Carlisle Ct	05-25-116-073	361 N Keswick Ct
05-25-116-030	436 N Carlisle Ct	05-25-116-074	359 N Keswick Ct
05-25-116-031	452 N Carlisle Ct	05-25-116-075	355 N Keswick Ct
05-25-116-032	456 N Carlisle Ln	05-25-116-076	450 N Keswick Ct
05-25-116-033	460 N Carlisle Ln	05-25-116-077	454 N Keswick Ct
05-25-116-034	466 N Carlisle Ct	05-25-116-078	458 N Keswick Ct
05-25-116-035	449 N Carlisle Ct	05-25-116-079	463 N Keswick Ct
05-25-116-036	447 N Carlisle Ct	05-25-116-080	461 N Keswick Ct
05-25-116-037	441 N Carlisle Ct	05-25-116-081	457 N Keswick Ct
05-25-116-038	435 N Carlisle Ct	05-25-116-082	453 N Keswick Ct
05-25-116-039	429 N Carlisle Ct	05-25-117-010	2293 W Bentley Ln
05-25-116-040	425 N Carlisle Ct	05-25-117-011	2291 Bentley Ln
05-25-116-041	419 N Carlisle Ct	05-25-117-012	2287 W Bentley Ln
05-25-116-042	445 N Keswick Ct	05-25-117-013	2283 W Bentley Ln
05-25-116-043	439 N Keswick Ct	05-25-117-014	2273 W Bentley Ln
05-25-116-044	435 N Keswick Ct	05-25-117-015	2269 W Bentley Ln
05-25-116-045	431 N Keswick Ct	05-25-117-017	2261 W Bentley Ln
05-25-116-048	444 N Keswick Ct	05-25-117-018	382 N Keswick Cir
05-25-116-049	440 N Keswick Ct	05-25-117-019	386 N Keswick Cir
05-25-116-050	438 N Keswick Ct	05-25-117-020	388 N Keswick Cir
05-25-116-051	434 N Keswick Ct	05-25-117-021	390 N Keswick Cir
05-25-116-052	425 N Keswick Ct	05-25-117-022	366 N Keswick Cir

05-25-116-053	421 N Keswick Ct	05-25-117-023	364 N Keswick Cir
05-25-116-054	419 N Keswick Ct	05-25-117-024	362 N Keswick Cir
05-25-116-055	413 N Keswick Ct	05-25-117-026	367 N Carlisle Ct
05-25-116-056	407 N Keswick Ct	05-25-117-027	380 N Keswick Cir
05-25-116-057	401 N Keswick Ct	05-25-117-028	376 N Keswick Cir
05-25-116-058	397 N Keswick Ct	05-25-117-029	374 N Keswick Cir
05-25-116-059	393 N Keswick Ct	05-25-117-030	379 N Carlisle Ct
05-25-116-060	385 N Keswick Ct	05-25-117-032	391 N Carlisle Ct
05-25-116-061	381 N Keswick Ct	05-25-117-033	389 Carlisle Ct
05-25-116-062	377 N Keswick Ct	05-25-117-035	381 N Carlisle Ct
05-25-116-063	373 N Keswick Ct	05-25-117-037	371 Carlisle Ct

EXHIBIT B

**AMENDED AND RESTATED BY-LAWS OF THE
REMINGTON TRAILS TOWNHOME ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

The name of the not-for-profit corporation is the Remington Trails Townhome Association ("Association"). The principal office of the Association shall be located at Round Lake, Illinois, but meetings of members and directors may be held at such places within the State of Illinois, County of Lake as may be designated by the Board of Directors ("Board").

**ARTICLE II
BOARD OF MANAGERS**

Section 1. Board of Managers (Board of Directors).

a) The Board of Directors, also known as the Board of Managers, shall consist of three (3) persons who shall be elected in the manner herein provided, or such greater number as may be determined by Board resolution. Each member of the Board shall be a Lot Owner and shall reside on the Property, provided, however, that in the event a Lot Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board. If no election is held to elect Board members within the time period specified in the By-Laws, or within a reasonable amount of time thereafter not to exceed ninety (90) days, then twenty percent (20%) of the members may bring an action to compel compliance with the election requirements specified in the By-Laws. If the court finds that an election was not held to elect members of the Board within the required period due to the bad faith acts or omissions of the Board of Managers or the Board of Directors, the Owners shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this subsection does not apply.

i) In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. The two (2) persons receiving the highest number of votes at the first annual meeting were elected to the Board for a term of two (2) years and the person receiving the next highest number of votes were elected to the Board for a term of one (1) year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each, provided, however, Board members may succeed themselves.

(ii) Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes.

(iii) If there is a vacancy on the Board, the remaining members of the Board may fill the vacancy by a two-thirds (2/3) vote of the remaining Board members until the next annual meeting of the membership or until members holding twenty percent (20%) of the votes of the Association request a meeting of the members to fill the vacancy for the balance of the term. A meeting of the members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by membership holding twenty percent (20%) of the votes of the Association requesting such a meeting.

(iv) Except as otherwise provided in the Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present (at its meetings at which a quorum exists.)

(v) A majority of the total number of the members of the Board shall constitute a quorum.

(vi) Except to the extent otherwise provided by this Act, the Board shall give the Owners notice of all Board meetings at least forty-eight (48) hours prior to the meeting by sending notice by using a prescribed delivery method or by posting copies of notices of meetings in entranceways, elevators, or other conspicuous places in the Common Areas of the common interest community at least forty-eight (48) hours prior to the meeting except where there is no common entranceway for seven (7) or more units, the Board may designate one or more locations in the proximity of these units where the notices of meetings shall be posted. The Board shall give Owners notice of any Board meeting, through a prescribed delivery method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within 10 to 60 days prior to the meeting.

Section 3. Officers. The Board shall elect from among its members a President who shall preside over both its Meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Declaration and By-Laws; a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. Provided, however, no officer shall be elected for a term of more than two (2) years. However, any officer may succeed himself in any office.

Section 4. Removal. Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes; at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose, such meeting to be held within thirty (30) days after the special meeting which removed the Board-member.

Section 5. Meetings. The Board shall meet 4 times annually, scheduled any day Monday through Friday as is available to the residents and the Board and at such times as the Board deems necessary. Meetings of the Board shall be open to any Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent; (ii) to consider third party contracts or information regarding appointment, employment, or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or an Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Owner. Notice of any such meeting shall be received at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice.

Section 6. Meetings. Special meetings of the Board may be called by the President by twenty-five percent (25%) of the members of the Board, or by any other method that is prescribed in the Declaration or By-Laws. Special meetings of the membership may be called by the President, the Board, or by twenty percent (20%) of the membership, or any other method that is prescribed in the Declaration or By-Laws.

Section 7. General Powers of the Board. 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 its Articles of incorporation and Declaration, or elsewhere provided for, and without limiting the generality of the same, the Association shall have the following duties and powers:

- a) preparation, adoption and distribution of the annual budget for the Property;
- b) levying of assessments;
- c) collection of assessments from members;
- d) owning, conveying, encumbering, leasing and otherwise dealing with Lots conveyed to or purchased by it;
- e) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

f) to have access to each Lot from time to time as may be necessary for the maintenance, repair or replacement of the Common Area therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area or to other Lot or Lots;

g) to pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Area, rather than merely against the interests therein of particular Lot Owners. Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred (including attorney's fees, if any) by the Board by reason of said lien or liens shall be specially assessed to said Lot Owner or Lot Owners;

h) to maintain and repair any Lot if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Area or any other portion of the Property, and a Lot Owner of any Lot that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Lot Owner, provided that the Board shall levy a special assessment against such Lot Owner for the cost of said maintenance or repair;

i) The Board shall have the power to seek relief from or in connection with the assessment or levy of any general real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful assessing body, which are authorized by law to be assessed and levied on the Common Area and to charge all expenses incurred in connection therewith to the Association;

j) all agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board;

k) the Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Lot Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Lot Owners and Occupants and the Property shall at all times be maintained subject to such rules and regulations;

l) the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board;

m) the Board may not enter into a contract with a current Board member, or with a corporation or partnership in which a Board member or a member of his or her immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to Owners within twenty (20) days after a decision is made to enter into the contract and the Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the membership, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this subsection, a Board member's immediate family means the Board member's spouse, parents, and children;

n) nothing hereinabove contained shall be construed to give the Board, Association, or Lot Owners authority to conduct an active business for profit on behalf of all the Lot Owners or any one of them.

ARTICLE III COMMITTEES

Section 1. The Board, by resolution adopted by a majority of the Board, may designate one (1) or more committees, each of which shall consist of one (1) or more members of the Board; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual member of the Board, of any responsibility imposed upon it or him by law.

Section 2. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Lot Owners, and the President of the Association, shall appoint the members thereof. Any member thereof may be removed whenever in the judgment of the Board the best interests of the Association shall be served by such removal.

Section 3. Each member of a committee shall continue as such until the next annual meeting of the Board or until his successor is appointed and shall have qualified or until the Board shall relieve him from his role as a committee member, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

Section 4. One (1) member of each committee shall be appointed chairman.

Section 5. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointment.

Section 6. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Each committee may adopt rules for its own governance not inconsistent with these By-Laws or with rules adopted by the Board.

ARTICLE IV MEMBERSHIP MEETINGS

Section 1. Meetings of the Lot Owners shall be held at the principal office of the Association or at such other place in the Village of Round Lake, Illinois as may be designated in any notice of a Meeting, any Lot Owners in writing may waive notice of a meeting or consent to any action of the Association without a Meeting. Twenty percent (20%) of the membership shall constitute a quorum.

Section 2. Special Meetings of the Lot Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all, or some of the Lot Owners, or for any other reasonable purpose. Said Meetings shall be called by written notice, authorized by a majority of the Board or by the Lot Owners having one-fourth (1/4) of the total votes, and delivered not less than ten (10) days prior to the date fixed for said Meeting. The Notices shall specify the date, time and place of the Meeting and the matters to be considered.

Section 3. At any Meeting of the Lot Owners, a Lot Owner entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE V BOOKS AND RECORDS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Lot Owner and their mortgagees. The Association shall also provide, upon written request by any holder, insurer or guarantor of any first mortgage that is secured by a Lot within the Property, a copy of a financial statement for the preceding fiscal year.

Section 2. Resale. In the event of any sale of a Lot by an Owner, such Owner shall obtain from the Board and shall make available for inspection to the prospective purchaser, upon demand the following:

- a) A copy of the Amended and Restated Declaration, Amended and Restated By-Laws and any Rules and Regulations.

- b) A statement of any liens, assessments due or other charges due and owing.
- c) A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.
- d) A statement of the status and amount of any reserve or replacement fund or any portion of such fund earmarked for any specified project by the Board.
- e) A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.
- f) A statement of the status of any pending suits or judgments in which the Association is a party.
- g) A statement setting forth what insurance coverage is provided for all Owners by the Association.

The President of the Association or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within thirty (30) days of the request. A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or the Board to the seller for providing such information.

Section 3. Records of the Association.

A. The Board shall keep and maintain the following records or true and complete copies of these records, at the Association's principal office:

- a) the Association's Amended and Restated Declaration, Amended and Restated By-Laws, and plats of survey, and all amendments of these;
- b) the Rules and Regulations of the Association, if any;
- c) the Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;
- d) minutes of all meetings of the Association and the Board of Directors for the immediately preceding seven (7) years;
- e) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Owners have obligations or liabilities;
- f) ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Directors; and

g) the books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

B. Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (a) – (e) and of Subsection A of this Section 3, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Board of Directors or its authorized agent, stating with particularity the records sought to be examined.

C. Except as otherwise provided in Subsection D of this Section 3, any member of Association shall have the right to inspect, examine, and make copies of the records described in (g) of Subsection A of this Section 3, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request.

D. The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section shall be charged by the Association to the requesting member. If a member requests copies of records requested under this Section, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting member.

E. Notwithstanding the provisions of Subsection C of this Section 3, unless otherwise directed by court order, the following records are not available to inspection, examination, or copying by members:

a) documents relating to appointment, employment, discipline, or dismissal of Association employees;

b) documents relating to actions pending against or on behalf of the Association or its Board of Directors in a court or administrative tribunal;

c) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Directors in a court or administrative tribunal;

d) documents relating to Common Expenses or other charges owed by a member other than the requesting member; and

e) documents provided to the Association in connection with the lease, sale, or other transfer of a Lot by a member other than the requesting member.

ARTICLE VI
AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of the Lot Owners entitled to cast two-thirds (2/3) of the total votes computed as provided in Section 3.1. Such Amendments shall be recorded in the Office of the Recorder of Deeds of Lake County, Illinois.

ARTICLE VII
INTERPRETATION


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

EXHIBIT C

CERTIFICATION AS TO OWNER APPROVAL

I, DAVID GRIFFIS, do hereby certify that I am the duly elected and qualified secretary for the Remington Trails Townhome Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration for the Remington Trails Townhome Association was duly approved by the Lot Owners entitled to cast two-thirds (2/3) of the total votes, pursuant to Section 12.4 of the Original Declaration and Article VI of the By-Laws.



Secretary

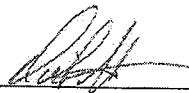
Dated at BUFFALO GROVE, Illinois this
13th day of MARCH, 20 14.

EXHIBIT D

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, DAVID GRIFFIS, do hereby certify that I am the duly elected and qualified Secretary for the Remington Trails Townhome Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration for the Remington Trails Townhome Association was mailed to all Mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.



Secretary

Dated at BUFFALO GROVE, Illinois this
13th day of MARCH, 2014.

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) Raymond Wilton, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 15 day of January, 2014.

Raymond A Wilton (signature) Date: 1/15/14, 2014

Raymond A Wilton (print name)

Property Address: 425 N Keswick Ct
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Citi Mortgage P.O. Box 6243
(800) 283-7918 Sioux Falls, SD
57117-6243

Loan No. 0401217294-8

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

310Z 8 1 833

PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) Helen Fonseca, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 17 day of Feb., 2013.

Helen Fonseca (signature) Date: 2/17/14, 2013

Helen Fonseca (print name)

Property Address: 2265 W. Bentley Lane
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

PNC Mortgage
3232 Newmark Dr.
Marietta OH 45342

Loan No. 8000161994

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

DEC 04 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013

I, (print name) Scott Sager, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 11th day of November, 2013.

Scott A. Sager (signature) Date: 11/11, 2013

Scott A. Sager (print name)

Property Address: 446 N. Carlisle Court
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

PNC Mortgage
1000100253

P.O. Box 1804, Dayton, OH 45401
1804

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

BY NOVEMBER 4, 2013.

DEC 04 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013

I, (print name) IVAN Cruz, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 12 day of November, 2013.

Ivan Cruz (signature) Date: 11/12/13, 2013

IVAN CRUZ (print name)

Property Address: 435. N. CARLISLE CT
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

J.P. Morgan Chase
P.O. Box 24696
Columbus, OH 43224-0696

Loan No. 301059 4426

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

BY NOVEMBER 4, 2013.

**PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION
MEETING OF MARCH 6, 2014**

I, (print name) Linda Mickow, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint DIA, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve of the Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 6 day of March, 2013.

[Signature] (signature) Date: 3/6/2014, 2013
Linda Mickow (print name)

Property Address: 397 N. Keswick Ct
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Green Tree
P.O. Box 6172
Rapid City, SD 57709-6172
Loan No. 1224070

RETURN TO:
American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189
RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgages.

**PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION**

MEETING OF MARCH 6, 2014

I, (print name) Rich & LAURA SELK, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 6 day of March, 2013.

RSelk (signature) Date: March 6, 2013

LAURASELK (print name)

Property Address: 364 N Keswick Cir
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***
Wells Fargo Home Mortgage
P.O. Box 60278
Dallas TX 75266

Loan No. 0477430409

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

**PROXY/BALLOT FOR
 REMINGTON TRAILS TOWNHOME ASSOCIATION
 MEETING OF MARCH 6, 2014**

I, (print name) Laura Luczak, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____ of the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 5TH day of March, 2013.

Laura Luczak (signature) Date: MARCH 5, 2013
Laura Luczak (print name)

Property Address: 367 N. CAROLINE COURT
 Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

WELLS FARGO
P.O. BOX 17500
DENVER, COLORADO 80217-3500

Loan No. 1000019960009

RETURN TO:
 American Community Management
 3041 Woodcreek Drive, Suite 100
 Downers Grove, IL 60515
 Fax: 630-963-5189
RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgages.

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) MARGARYTA DANLYUK, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 3 day of March, 2014.

M. Danlyuk (signature) Date: March 3rd, 2014

MARGARYTA DANLYUK (print name)

Property Address: 2287 W Bentley Ln
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

JPMorgan Chase Bank NA
3415 Vision Drive
Columbus, OH 43219

Loan No. 1578140510/0918626700

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

**PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION**

MEETING OF MARCH 6, 2014

I, (print name) DARIUSZ TARCZYNSKI, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 20 day of February, 2014.

Dariusz Tarczynski (signature) Date: 02/20/2014, ~~2014~~

DARIUSZ TARCZYNSKI (print name)

Property Address: 376 N. KESWICK CR.
Round Lake, Illinois 60073

Name and Address of Mortgage Lender (if any):***

NATIONAL MORTGAGE

350 HIGHLAND DRIVE

LEWISVILLE, TX 75067

Loan No. 0608343257

RETURN TO:

American Community Management

3041 Woodcreek Drive, Suite 100

Downers Grove, IL 60515

Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

**PROXY/BALLOT FOR
 REMINGTON TRAILS TOWNHOME ASSOCIATION
 MEETING OF MARCH 6, 2014**

I, (print name) Jamie Johnson, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.


In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the _____ day of _____, 2013.

 (signature) Date: 1/16, ~~2013~~ 2014
Jamie Johnson (print name)

Property Address: 2261 W. Bentley Ln
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

None

Loan No. _____

RETURN TO:
 American Community Management
 3041 Woodcreek Drive, Suite 100
 Downers Grove, IL 60515
 Fax: 630-963-5189
RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

DEC 04 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013

I, (print name) JOYCE SHAPIRO, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 11 day of November, 2013.

Joyce Shapiro (signature) Date: Nov 11, 2013

JOYCE SHAPIRO (print name)

Property Address: 452 N. CARLISLE CT
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***
SELECT PORTFOLIO SERVICES
P.O. BOX 65250
SALT LAKE CITY, UT 84165

Loan No. 0010248672

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

RETURN TO:
American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

BY NOVEMBER 4, 2013.

PROXY/BALLOT FOR

DEC 04 2013

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013

I, (print name) LUKE M. CACIOPPO JR., owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 13 day of Nov., 2013.

Luke M. Cacioppo Jr. (signature) Date: 11-13, 2013

LUKE M. CACIOPPO JR. (print name)

Property Address: 429 N. CARLISLE CT.
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

BANK OF AMERICA
CUSTOMER SERVICE
PO BOX 5170 SIMI VALLEY CA 93062

Loan No. 246752836

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

BY NOVEMBER 4, 2013.

PROXY/BALLOT FOR

DEC 04 2013

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013

I, (print name) CHRISTINE KALLIS, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the **Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m.**, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve of the Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 11 day of NOVEMBER, 2013.

[Signature] (signature) Date: 11/11, 2013

CHRISTINE KALLIS (print name)

Property Address: 400 N. CARLISLE COURT
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***
WELLS FARGO
PO Box 10335
Des Moines, IA 50306
Loan No. 04129596844

RETURN TO:
American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

BY NOVEMBER 4, 2013.

**PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION**

MEETING OF MARCH 6, 2014

I, (print name) Carlos Goyes, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 17 day of FEBRUARY, 2013.

Carlos Goyes (signature) Date: 2/17/2014, 2013
Carlos Goyes (print name)

Property Address: 434 N. Keswick Ct
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***
FIFTH THIRD BANK
PO BOX 630170
CINCINNATI, OH 45263-0170
Loan No. 0415365758

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

FEB 25 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) ALEKS PAVLICA, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 20th day of JANUARY, ~~2013~~ 2014.

Aleks Pavlica (signature) Date: JAN. 20, ~~2013~~ 2014

ALEKS PAVLICA (print name)

Property Address: 439 N. KESWICK CT.
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***
ROUNDPOINT MORTGAGE SERVICING CORP.
P.O. BOX 19409
CHARLOTTE, NC 28219

Loan No. 2000297438

RETURN TO:
American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189
RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

FEB 19 2014

PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) LAWRENCE WITTENBERG, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/BalLOT and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 15 day of FEB, 2013: 2014

Lawrence Wittenberg (signature) Date: 2/15, 2013

LAWRENCE WITTENBERG (print name)

Property Address: 365 N. KESWICK COURT
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

N/A

Loan No. _____

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

FEB 19 2014

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) Robert + Kimberly Nowakowski, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act, if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 15th day of February, 2014

[Signature] (signature) Date: 2/15/13, 2013
Kimberly Nowakowski (print name)
Robert Nowakowski
Property Address: 454 N. Koswick Ct.
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Wells Fargo
P.O. Box 14411
Des Moines, IA 50306
Loan No. 0336121371

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

FEB 18 2013



PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) JOHN + JOANNE CROSS, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 15 day of Feb, 2013/4

John L Cross (signature) Date: 15 Feb, 2013/4

JOHN L CROSS (print name)

Property Address: 413 N Keswick CT
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

N/A

Loan No. N/A

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

FEB 03 2014

PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) ARTHUR ATKINSON, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint 884 N. CARLISLE CT, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 28 day of JANUARY 2014, 2013.

Arthur Atkinson (signature) Date: 1/28/14, 2013

ARTHUR ATKINSON (print name)

Property Address: 884 N. CARLISLE CT
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

CHASE
PO BOX 9001871
LOUISVILLE KY 40290-1871

Loan No. 1578165226

RETURN TO:
American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189
RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

DEC 04 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013

I, (print name) JUDITH A NUSSE, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 25 day of November, 2013.

Judith A Nusser (signature) Date: 11/25, 2013
JUDITH A NUSSE (print name)

Property Address: 2293 W BENTLEY LN
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***
CITI MORTGAGE
P.O. BOX 6243
SIOUX FALLS, SD 57117-6243

Loan No. 0007849770-8

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

RETURN TO:
American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

BY NOVEMBER 4, 2013.

DEC 04 2013

PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013

I, (print name) VERNON F. MENNEMEYER owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 12 day of NOVEMBER, 2013.

Vernon F. Mennemeyer (signature) Date: 11/12, 2013

VERNON F. MENNEMEYER (print name)

Property Address: 456 N. CARLISLE CT,
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

CITI MORTGAGE
P.O. Box 183040
COLUMBUS OH 43218

Loan No. 112318523-9

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

BY NOVEMBER 4, 2013.

NOV 14 2013

PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013

I, (print name) Carol Kozlowski, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 7 day of Nov, 2013.

Carol Kozlowski (signature) Date: Nov 7, 2013

Carol Kozlowski (print name)

Property Address: 444 N Kewick CT
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Citi Mortgage
PO Box 6243
Sioux Falls, SD 57117-6243

Loan No. 1123244402-3

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

BY NOVEMBER 4, 2013.

NOV 12 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013

I, (print name) DAVID GRIFFIS, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 7 day of NOVEMBER, 2013.

[Signature] (signature) Date: NOVEMBER 7, 2013

DAVID GRIFFIS (print name)

Property Address: 2280 W. BENTLEY LANE
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

PHH MORTGAGE
P.O. BOX 0112
PALATINE, IL 60055-0112

Loan No. 7115699741

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

BY NOVEMBER 4, 2013.

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013

I, (print name) JILL GEIST, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 7 day of November, 2013.

Jill Geist (signature) Date: Nov 7, 2013, 2013

JILL M. GEIST (print name)

Property Address: 445 N. KESWICK CT
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

ALEC
401 N. Riverside Dr Suite 1A
Gurnee, IL 60031

Loan No. 15653013-1homeq3

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

BY NOVEMBER 4, 2013.

OCT 09 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013



I, (print name) PAUL GRAVDAL, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 7TH day of OCTOBER, 2013.

[Signature] (signature) Date: 10/7/13, 2013

PAUL GRAVDAL (print name)

Property Address: 361 N KESWICK CT
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***
WELLS FARGO HOME MORTGAGE
PO BOX 5296
CAROL STREAM, IL 60197-5296

Loan No. 0074445594

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

RETURN TO:
American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

BY NOVEMBER 4, 2013.

OCT 09 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013



I, (print name) Adrienne Magnus, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 8 day of October, 2013.

Adrienne Magnus (signature) Date: October 8, 2013

Adrienne Magnus (print name)

Property Address: 440 N. Keswick Ct.
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Citi mortgage, Inc.
P.O. Box 689196
Des Moines, IA 50360-9196

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

Loan No. 1123015537-3

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

BY NOVEMBER 4, 2013.

OCT 15 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION



MEETING OF NOVEMBER 7, 2013

I, (print name) Kathy Henson, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 8th day of October, 2013.

Kathy Henson (signature) Date: Oct 8, 2013

KATHY HENSON (print name)

Property Address: 390 N. Carlisle Ct.
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Flagstar Bank MS 2B-115
5151 Corporate Dr
Troy, MI 48098-2639

Loan No. 503596727

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

BY NOVEMBER 4, 2013.

OCT 17 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION



SCANNED

MEETING OF NOVEMBER 7, 2013

I, (print name) OLGA BJERTNES, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 15th day of October, 2013.

Olga Bjertnes (signature) Date: 10-15-13, 2013

OLGA BJERTNES (print name)

Property Address: 385 N. KESWICK CT
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Nationstar Mortgage
350 Highland Dr.
Lewisville TX 75067

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

Loan No. 0609629548

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

BY NOVEMBER 4, 2013.

DEC 19 2013

PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) Weldon Brown, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve of the Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 16 day of December, 2013.

Weldon B Brown (signature) Date: 12/16, 2013
Weldon Brown (print name)

Property Address: 389 N Carlisle Ct.
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Nation Star
Po Box 650783
Dallas TX 75265
Loan No. 0596551806

RETURN TO:
American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189
RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

DEC 18 2013

PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) Erik Ekstrom, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve of the Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 17 day of DECEMBER, 2013.

[Signature] (signature) Date: December 17, 2013
Erik Ekstrom (print name)

Property Address: 366 N. Keswick Cir
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***
BANK OF AMERICA
PO Box 5170
Simi Valley CA. 93062-5170
Loan No. 227069464

RETURN TO:
American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189
RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

PROXY/BALLOT FOR

DEC 19 2013

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) Sue Ann MEREDITH, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 16th day of December, 2013.

Sue Ann Meredith (signature) Date: 12/16/13, 2013

Sue Ann MEREDITH (print name)

Property Address: 390 N KESWICK CIR
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

GREEN TREE
PO BOX 6172
RAPID CITY SD 57709-6172

Loan No. 686479866

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

DEC 20 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) OLGA BJERTNES, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 18 day of December, 2013.

Olga Bjertnes (signature) Date: Dec. 18, 2013

OLGA BJERTNES (print name)

Property Address: 385 N. KESWICK CT.
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Nationstar Mortgage
350 Highland Dr.
Louisville Tx 75067

Loan No. 0609629548

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

DEC 20 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) MICHAEL ZIEMBLICKI, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 18 day of DECEMBER, 2013.

Michael Ziembliski (signature) Date: 12-18-2013, 2013

MICHAEL ZIEMBLICKI (print name)

Property Address: 453 N. KESWICK CT
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

NONE
NO MORTGAGE

Loan No. _____

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

DEC 20 2013

PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) Priscilla Maves, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:



I approve of the Amended and Restated Declaration.



I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 17 day of December, 2013.

Priscilla A. Maves (signature) Date: December 17, 2013
Priscilla A. Maves (print name)

Property Address: 2269 W. Bentley Lane
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Wells Fargo Home Mortgage
PO Box 10335
Des Moines, IA 50306-3411
Loan No. 0643874076

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

DEC 23 2013

PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) ELAINE WEISS, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 19 day of DECEMBER, 2013.

Elaine Weiss (signature) Date: DEC. 19, 2013

ELAINE WEISS (print name)

Property Address: 379 N. CARLISLE COURT
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

~~_____

_____~~

Loan No. _____

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

DEC 26 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) Carissa Dunkelberg, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 16 day of December, 2013.

Carissa Dunkelberg (signature) Date: December 16, 2013
Carissa Dunkelberg (print name)

Property Address: 381 N. Carlisle Ct.
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Nation Star Mortgage
P.O. Box 3050703
Dallas TX 75265

Loan No. 0283129667

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

DEC 26 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) Sharon L. Oswald, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 7 day of December, 2013.

Sharon L. Oswald (signature) Date: December 7, 2013

Sharon L. Oswald (print name)

Property Address: 419 N. Carlisle Ct.
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Wells Fargo
P.O. Box 5296
Carol Stream IL 60197-5296

Loan No. 0149119166

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

ACM
1-COPY ATTN: Melissa KHAN

PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) GARY BOGARD, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 30 day of Dec, 2013.

Gary Bogard (signature) Date: Dec 30, 2013

GARY BOGARD (print name)

Property Address: 407 N. Keswick Ct
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Wells Fargo
Po Box 10335
Des. Moines, IA 50306

Loan No. 0261716427

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

DEC 31 2013

PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) KAREN GIORIOSO, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 20 day of December, 2013.

Karen Giorioso (signature) Date: 12-20, 2013

KAREN GIORIOSO (print name)

Property Address: 442 N CARISLE CT
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***
PNC

PO Box 1870
Dartmouth, OH 45401

Loan No. 0002799441

RETURN TO:
American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189
RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

DEC 31 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) Anne E. T'Niemi, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 23rd day of December, 2013.

Anne E. T'Niemi (signature) Date: 12/23, 2013

Anne E. T'Niemi (print name)

Property Address: 400 N. Carlisle Ct
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Nationstar
350 Highland Dr.
Lewisville, TX 75067

Loan No. 0605697473

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

JAN 06 2014

PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) Steve Berwanger, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 31 day of December, 2013.

Steve Berwanger (signature) Date: December 31, 2013

Steve Berwanger (print name)

Property Address: 2290 W. Bentley Lane
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Home State Bank
PO Box 77404
Ewing NJ 08628

Loan No. 0035459254

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) Michael T. Buettner, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 5th day of March, 2014.

Michael T. Buettner (signature) Date: 3/5/14, 2014

Michael T. Buettner (print name)

Property Address: 441 N. Carlisle Ct
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

CitiMortgage Inc
PO Box 689196
Des Moines, IA 50368

Loan No. 1123533262-1

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

**PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION**

MEETING OF MARCH 6, 2014

I, (print name) William Ignatowicz, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 1 day of March, 2013.

William Ignatowicz (signature) Date: March 1, 2013

William Ignatowicz (print name)

Property Address: 355 N. Keswick Ct.
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

U.S. Bank Home Mortgage
4801 Frederice Street
Owensboro, KY 42301

Loan No. 6800515959

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) PAULETT MILLER, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 1st day of March, 2013.

Paulette M. Miller (signature) Date: 3-1-13, 2013
Paulette M. Miller (print name)

Property Address: 374 Keswick Circle
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Nationstar Mortgage
PO Box 650783
Dallas TX 75265

Loan No. 0249748990

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) Julie Dini, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

March 1st

IN WITNESS WHEREOF, I have executed this proxy on the 1st day of March, 2013.

Julie Dini (signature) Date: 3/1/14, 2013

Julie Dini (print name)

Property Address: 386 N. Keswick Circle
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***
Seterus
P.O. Box 2008
Grand Rapids, MI 49501
Loan No. 18914606

RETURN TO:
American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189
RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

**PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION**

MEETING OF MARCH 6, 2014

I, (print name) BRENDHAN SEARS, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 6 day of MARCH, 2013. 2014

Brendhan Sears (signature) Date: MARCH 6, 2013 2014

BRENDHAN SEARS (print name)

Property Address: 419 KESWICK CT
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

WELLS FARGO HOME MORTGAGE
P.O. BOX 10368
DES MOINES, IA 50304-0368

Loan No. 0434342945

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION
MEETING OF MARCH 6, 2014

I, (print name) Harold Turkelsen, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 30 day of December, 2013.

Harold Turkelsen (signature) Date: December 30, 2013

Harold Turkelsen (print name)

Property Address: 371 N. Carlisle Ct
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Wells Fargo Bank
PO Box 1441
Des Moines, IA 50306-3411

Loan No. 0429256324

RETURN TO:
American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189
RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

DEC 04 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013

I, (print name) MICHAEL & KAREN KENNEDY, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 11 day of NOVEMBER, 2013.

[Signature] (signature) Date: 11-11-, 2013
MICHAEL E KENNEDY
KAREN A KENNEDY (print name)

Property Address: 422 N. CARLISLE CT
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

WELLS FARGO
P.O. Box 6423
Carol Stream, IL 60197-6423
Loan No. 0420624777

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

BY NOVEMBER 4, 2013.

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013

I, (print name) WILLIAM H. HILIGER, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint 2283 BENTLEY LN, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 7 day of Nov., 2013.

William H. Hiliger (signature) Date: 11-7, 2013

WILLIAM H. HILIGER (print name)

Property Address: 2283 BENTLEY LN.
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***
NONE

RETURN TO:
American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

BY NOVEMBER 4, 2013.

OCT 1 1 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION



SCANNED

MEETING OF NOVEMBER 7, 2013

I, (print name) Jim Rainey, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 9th day of October, 2013.

Jim Rainey (signature) Date: Oct. 9, 2013

Jim Rainey (print name)

Property Address: 406 N. Carlisle Ct.
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

N/A

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

Loan No. _____

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

BY NOVEMBER 4, 2013.

DEC 26 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) PATRICIA A. ADAMS, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 20TH day of December, 2013.

Patricia A Adams (signature) Date: 12-20-13, 2013

PATRICIA A ADAMS (print name)

Property Address: 3273W. BENTLEY LAKE
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

N/A

Loan No. _____

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

Envelope ??

DEC 30 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) Dave Krater, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve of the Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 20 day of December, 2013.

[Signature] (signature) Date: December 20, 2013
Dave Krater (print name)

Property Address: 2291 W. Bentley Ln
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***
Citi mortgage
P.O. Box 6243
Sioux Falls, SD 57117-6243
Loan No. 000749109-9

RETURN TO:
American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189
RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

**PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION
MEETING OF MARCH 6, 2014**

I, (print name) Jeff Nutschny, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve of the Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 22nd day of February, 2013.

Jeff Nutschny (signature) Date: 2/22/14, 2013

Jeffery J. Nutschny (print name)

Property Address: 2286 W. Birtley Lane
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

already submitted.
Caliber Home Loans
P.O. Box 24610, Oklahoma City, OK
73124
Loan No. 0021

RETURN TO:
American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189
RETURN BY DECEMBER 31, 2013

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**PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION**

MEETING OF MARCH 6, 2014

I, (print name) Brigit Jepsen, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

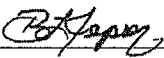
In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 12 day of March, 2013.²⁰¹⁴

 (signature) Date: 03/12/2014, 2013
Brigit Jepsen (print name)

Property Address: 466 N Carlisle Ct
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

WELLS FARGO HOME MORTGAGE
PO BOX 5296
CAROL STREAM IL 60197-5296

Loan No. 0106265762

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

DEC 26 2013

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF MARCH 6, 2014

I, (print name) Branda Thompson, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 19 day of December, 2013.

Branda Thompson (signature) Date: December 19, 2013

Branda Thompson (print name)

Property Address: 447 N. Carlisle Ct.
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

N/A

Loan No. _____

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax: 630-963-5189

RETURN BY DECEMBER 31, 2013

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

PROXY/BALLOT FOR

REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013

I, (print name) Jim KYU Kim C Jae Nam, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the Feb day of 2013. 2014. 18th

[Signature] (signature) Date: 2/18/2014, 2013

Jim KYU Kim (print name)

Property Address: 375 Carlisle Ct
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Seterus, Inc
4460 44th Street SE Seton
Grand Rapids, MI 49512

Loan No. 221A0138

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

BY NOVEMBER 4, 2013.

NOV 15 2013

PROXY/BALLOT FOR
REMINGTON TRAILS TOWNHOME ASSOCIATION

MEETING OF NOVEMBER 7, 2013

I, (print name) LINDA HALLAS, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint 435 N. Keswick Ct., or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held November 7, 2013, at the Round Lake Police Department, 741 W Townline Road, Round Lake, at 7:00 p.m., unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I approve of the Amended and Restated Declaration.

I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the _____ day of _____, 2013.

Linda Hallas (signature) Date: 3/18-14, 2013

LINDA HALLAS (print name)

Property Address: 435 N. Keswick Ct
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***

Chase Home Finance
P.O. Box 9001871
Louisville, Ky 40290

Loan No. 1967443980

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgages.

RETURN TO:

American Community Management
3041 Woodcreek Drive, Suite 100
Downers Grove, IL 60515
Fax 630-963-5189

BY NOVEMBER 4, 2013.

**PROXY/BALLOT FOR
 REMINGTON TRAILS TOWNHOME ASSOCIATION
 MEETING OF MARCH 6, 2014**

I, (print name) DEBORAH HUTCHINGS, owner of the unit listed below at the Remington Trails Townhome Association, do hereby constitute and appoint N/A, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held MARCH 6, 2014, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve of the Amended and Restated Declaration.
- I do not approve of the Amended and Restated Declaration.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy does not expire. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 19 day of MARCH, 2014.

Deborah Hutchings (signature) Date: March 19, 2014¹⁴
DEBORAH HUTCHINGS (print name)

Property Address: 463 N. Keswick Ct.
Round Lake, Illinois

Name and Address of Mortgage Lender (if any):***
Chase
Mail Code OH4-7302
PO Box 24696, Columbus, OH 43224-
 Loan No. #1980827841 0096

RETURN TO:
 American Community Management
 3041 Woodcreek Drive, Suite 100
 Downers Grove, IL 60515
 Fax: 630-963-5189

***The Association is required, pursuant to the terms of the Declaration, to send this Amended and Restated Declaration to all mortgagees.

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