

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR IN SECTION 19 OF THE PROMONTORY RIDGE SUBDIVISION CONDITIONS, RESTRICTIONS & COVENANTS RECORDED DECEMBER 24, 2003 AS DOCUMENT NO. 3114897. THIS DOCUMENT WAS ALSO RECORDED ON JUNE 1, 2004 AS DOCUMENT NO. 0435323 AND ON MAY 27, 2004 AS DOCUMENT NO. 0434688. THERE WAS A PREVIOUS SCRIVENER'S ERROR CORRECT RECORDED ON APRIL 29, 2005 AS DOCUMENT NO. 0523009 AND THAT CORRECTION HAS BEEN MADE IN THIS DOCUMENT IN SECTION 3.

PROMONTORY RIDGE

SUBDIVISION CONDITIONS, RESTRICTIONS & COVENANTS

This is an amendment to a Declaration of Restrictions recorded October 30, 2002 as document number 0278228 on the property described in the attachment to this document known as Exhibit A. This amendment includes the original document with added or changed sections and thus becomes the successor document and is the full and complete Subdivision Conditions, Restrictions & Covenants as of the date below and applies to all phases of the Promontory Ridge development.

THIS DECLARATION (the "Declaration") made and entered into this 10th day of December 2003, by Promontory Ridge, LLC, hereafter referred to as the "Declarant."

Declarant is the owner of fee simple title in and to that certain real property situated in the Village of Roscoe, Winnebago County, Illinois, more particularly described in Exhibit A which is attached to this Declaration, Phase I of which is shown on the plat of subdivision recorded in the Office of the Recorder of Deeds of Winnebago County, Illinois on **October 30, 2002** and as document number **0278228**, and which is referred to in this Declaration as "Subdivision". Phase II known as Promontory Ridge South will be recorded in the Office of the Recorder of Deeds of Winnebago County, Illinois when/after the final plat is approved and signed by the Village of Roscoe, and is also referred to in this Declaration as "Subdivision". The

same covenants and restrictions apply to both Phase I and Phase II and the Association will be one Association.

The Subdivision consists of residential lots. It is the intention and desire of the Declarant that the Subdivision be developed into a first-class, protected community of homes, and it is the present purpose of Declarant in executing this Declaration to subject the Subdivision to the restrictions, conditions and covenants set forth below, each and all of which are for the benefit of each current and subsequent owner of any parcel in the Subdivision.

NOW THEREFORE, in consideration of the recitals set forth above, Declarant declares and agrees that:

1. **DEFINITIONS.** When used in this Declaration, the following words and terms shall have the following meanings:

(a) “Declarant” shall mean and refer to Promontory Ridge, LLC Declarant shall also mean any such successor or assignee of Declarant designated as a “Declarant” in any instrument recorded for such purpose. Such successor or assignee shall be deemed to be a Declarant and entitled to exercise any and all rights of Declarant provided herein.

(b) “Dwelling” shall mean any building located on a Lot and intended for the shelter and housing of a single family.

(c) “Improvement” or “Improvements” shall mean and include dwellings, any and all buildings, driveways, fences, decks, patios, sidewalks, swimming pools, septic systems, water wells, and all other structures or landscaping improvements of every kind and description.

(d) “Lot” shall mean each part of the property, the size and dimension of which shall be established by the deed by which the Declarant conveys any part of the property. A lot may also be established pursuant to the subdivision plat.

(e) “Lot Owner” shall mean and refer to the record owner, whether one or more persons, of fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term “Lot Owner” shall include the Declarant to the extent that Declarant owns lots and also includes the interest of Declarant as contract seller of any lot.

(f) “Plans and Specifications” shall have the meaning set forth in Section 5(b)

2. **RESTRICTIONS.** Until twenty (20) years after the date of recording of the plat, each lot in the Subdivision shall be held, sold and conveyed subject to the following restrictions and conditions, which shall be construed as covenants running with the land, binding on all parties having any right, title or interest in the Subdivision or any part of the Subdivision and on their heirs, successors and assigns (all of whom are collectively referred to as Lot Owners) and shall inure to the benefit of each Lot Owner. After Twenty (20) Years, such restrictions and conditions shall continue to run with and bind the land after that date until and unless the fee owner or owners of at least two-thirds (2/3rds) in number of the lots in the Subdivision agree in writing to modify or terminate any one, or all of the restrictions and conditions. The modification

or termination may be made at any time after Twenty (20) Years, by a written agreement stating the manner and extent of any modification or the date of termination, signed and acknowledged by the fee owner or owners of at least two thirds (2/3rds) in number of the lots of the Subdivision and filed in the Office of the Recorder of Deeds of Winnebago County, Illinois.

(a) No building shall be erected, maintained or used on any lot for manufacturing, commercial, industrial or business purposes and no noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance;

(b) No building shall be erected or maintained on any lot unless it is single-family dwelling house, containing not less than 1,800 square feet of finished, living area on one floor for one-story dwellings, or 2,200 square feet, with not less than 1,500 square feet on the first floor, for two-story dwellings, with attached 3-car garage designed and equipped for occupancy as a private residence by a single family only. No detached accessory buildings (including servants' quarters, private detached garages and other outbuildings) may be erected, or maintained on any lot. No more than one single-family dwelling shall be maintained on any one lot at the same time. The restrictions set forth in this paragraph shall not apply to any temporary facility used by a contractor during the course of construction on the lot which facility is removed at the completion of construction.

(c) Before any building shall be occupied or used, a septic tank or other facilities for the disposal of sewage shall be erected or installed on the lot, and the Lot Owner shall make adequate arrangements for sewage disposal so as to prevent any nuisance and any possibility of contamination. Each Lot Owner shall comply with all applicable requirements of the governmental bodies having jurisdiction over the property. Each Lot Owner shall provide for effective erosion control during construction and after construction and forever maintain for effective erosion control. Prior to Construction a plan showing location of septic and well must be approved by Declarant or Lot Owner's Association in writing, pursuant to Section 5 ("Approvals Process for Subdivision Improvements") of this Declaration..

(d) Except as hereinafter provided, no advertising sign or billboard, other than a single temporary "For Sale" or "For Rent" advertising sign of not greater than three (3) square feet in size, shall be erected or maintained on any lot. A sign displaying the name of the general contractor and/or architect of a house may be erected during construction of said house providing that the sign does not exceed sixteen (16) square feet in area and is removed immediately after sale of the house;

(e) No visible or underground tank for the storage of oil, gas or any other material shall be erected or maintained on any lot;

(f) No stables, Kennels, or other quarters shall be erected, maintained or used on any lot for stabling or accommodating any horses, dogs, cats, cattle, swine, goats, sheep, bees, fowl, or any other animals;

(g) No commercial vehicles, trucks, trailers, mobile homes, campers, vans, snowmobiles, recreational vehicles, boat or horse carriers, inoperable or junk vehicles, or other similar vehicles and accessories may be kept or stored on any lot or on the surrounding premises

of any lot (with the sole exception of contractor's vehicles during the period of construction) unless the same are fully enclosed within the garage located on such lot;

(h) No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, landscaping, erosion control, materials, waste disposal system plans and a plot plan showing the location of such building and system have been submitted to and approved in writing by Declarant pursuant to Section 5 (“Approvals Process for Subdivision Improvements”) of this Declaration. Declarant shall be empowered to approve or disapprove such plans in respect to conformity and harmony of external design to existing or proposed structures in said Subdivision and location or proximity to dwellings. The Declarant must approve the General Contractor for erection or construction of any improvement on any lot in the Subdivision in writing before any construction-building permit is taken out;

(i) One communications satellite dish, which is screened from view in a reasonable manner, shall be permitted on a lot, provided that the style, materials, color, or location of the equipment on the lot shall be approved in writing by the Declarant;

(j) No trailer, tent, tank, boat, boat trailer, basement, truck, motorhome or other recreational vehicle shall be placed or erected temporarily on said premises; nor shall any structure of a temporary character be used for residence purposes on said premises, without the written consent of Declarant; nor shall any basement or garage or incompleated portion of a dwelling or mobile home or anything other than a completed and permanent dwelling be used for residence purposes. No above ground pools are permitted on any lot and no chain link fences are permitted, and, while fences are permitted subject to the aforementioned review, fences should be kept to a minimum and must not interfere with the free flow of storm water or alter the drainage plan of the subdivision;

(k) Prior to construction, a plan for construction drainage and permanent drainage must be approved by Declarant, in writing pursuant to Section 5 (“Approvals Process for Subdivision Improvements”) of this Declaration. This drainage plan, unless mutually modified, becomes a permanent part of the land and the lot owner is responsible for the maintenance and upkeep of the drainage plan perpetually. A drainage plan for the subdivision has been prepared by the subdivision engineer and approved by the Village of Roscoe. That subdivision drainage plan has been recorded with the County Recorder. Any departures from that drainage plan must receive approval by Declarant, or Lot Owner's Association pursuant to Section 5 (“Approvals Process for Subdivision Improvements”) of this Declaration, and may require, in writing, approval from the Village Engineer. Approved changes should be recorded with the County Recorder. Drainage swales, diversions and other structures for the control and conveyance of storm waters across and from the individual lots will be or may be required to be constructed on each respective lot. These are for the control and conveyance of storm waters originating upstream of, whether in the subdivision or not, upon, and flowing across and from each of the respective lots. It will be the responsibility of the Lot Owner to maintain, and repair if necessary, any of the above mentioned diversions, conveyances or structures. The Lot Owner may not obstruct or rechannel storm water without prior approval from Declarant or Lot Owner's Association pursuant to Section 5 (“Approvals Process for Subdivision Improvements”) of this Declaration. Whenever the Declarant or Lot Owner’s

Association shall determine, in its discretion, that any maintenance or repair of the drainage swales, diversions and other structures for the control and conveyance of storm waters is necessary to protect any portion of the Property, the Declarant or Lot Owner's Association may cause a written notice of the necessity for such maintenance and repair to be served upon such Lot Owner, which notice may be served by delivering a copy thereof to any occupant of such Dwelling, or by mailing the same by certified or registered mail addressed to the owner at the Dwelling. If such Lot Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Declarant or Lot Owner's Association), the Declarant or Lot Owner's Association may cause such maintenance and repair to be performed at the expense of such Lot Owner, and the Declarant or Lot Owner's Association shall levy a special assessment against such Lot Owner for the cost of such maintenance or repair. If any Lot Owner shall fail or refuse to make any such payment due, the amount thereof, together with any interest, late charges, reasonable attorney's fees incurred prior to initiation of court action and costs of collection, shall constitute a lien on the interest of such Lot Owner;

(l) A letter from Declarant or upon its formation, Lot Owner's Association, stating that the lot complies with the covenants and restrictions must be provided at any transfer of ownership. The only fee, if any, for this letter is an administrative fee not to exceed actual costs of providing the letter or making any required inspections;

(m) Declarant, or Lot Owner's Association, may make such reasonable rules so that during construction, the adjacent property and/or roads/curbs are not adversely impacted or damaged by construction vehicles. It is the Lot Owner's duty to ensure that neighboring property is not damaged and that the roads are kept free of debris and dirt and the drainage ways are kept clear of silt. Each Lot Owner is responsible for their contractors and other agents and any damage they may create. Whenever the Declarant or Lot Owner's Association shall determine, in its discretion, that any maintenance or repair of the adjacent property and/or roads/curbs is necessary, the Declarant or Lot Owner's Association may cause a written notice of the necessity for such maintenance and repair to be served upon such Lot Owner, which notice may be served by delivering a copy thereof to any occupant of such Dwelling, or by mailing the same by certified or registered mail addressed to the owner at the Dwelling. If such Lot Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Declarant or Lot Owner's Association), the Declarant or Lot Owner's Association may cause such maintenance and repair to be performed at the expense of such Lot Owner, and the Declarant or Lot Owner's Association shall levy a special assessment against such Lot Owner for the cost of such maintenance or repair. If any Lot Owner shall fail or refuse to make any such payment due, the amount thereof, together with any interest, late charges, reasonable attorney's fees incurred prior to initiation of court action and costs of collection, shall constitute a lien on the interest of such Lot Owner.

(n) Curbs/gutters carry water and are part of the drainage plan of the project and are considered mountable curbs. Cutting the curb may only be done with permission from village engineer.

3. **COMMON SUBDIVISION IMPROVEMENTS.** Declarant establishes and creates the following reciprocal easements:

(a) A nonexclusive, permanent, and perpetual easement appurtenant to and for the benefit of each lot in the Subdivision for the construction, maintenance, and repair of drainage retention area on the real property designated as the Drainage Easement on the plat; provided, however, that this easement shall not permit the construction or installation of any structures or improvements in the area subject to the easement. A parcel of land, to be used as the drainage detention area may be deeded to the Promontory Ridge Lot Owners Association when formed. The maintenance of the Parkway (Promontory Trail and Rockton Road) entrance landscaping and signage and lighting will become the responsibility of the Lot Owners Association upon formation.

(b) A nonexclusive, permanent, and perpetual easement appurtenant to and for the benefit of each lot in the Subdivision for the installation, construction, maintenance, repairs, and replacement of landscaping, decorative fences, berms, or decorative rock or stone formations within the area ten (10) feet in width which lies along each side of the right-of-way of Promontory Ridge Subdivision by the Promontory Ridge Lot Owners Association or, prior to the formation of the Promontory Ridge Lot Owners Association, by the Declarant. All landscaping, fences or other improvements within the easement shall be constructed and installed in accordance with a common landscaping plan and shall be consistent with the architectural standards applied to the Subdivision by the Declarant. The drainage swale behind lots 76, 75, 74, 73, 72, 71, 70, 69 drains a small portion of a neighboring property and is constructed at the time of initial construction in the subdivision. These neighboring lots must maintain the structure of the drainage swale to the engineering specifications in the drainage plan of the subdivision. In the event they do not, the Declarant or Association may enter on and maintain the drainage on a lot and the lot owner becomes obligated to pay for the work done and any costs to collect from the lot owner.

4. COMMON EASEMENT EXPENSES.

(a) No trees over five (5) inches in diameter shall be removed without prior written consent of Declarant, such consent shall not be unreasonably withheld.

(b) Each dwelling shall have a B-5 (hot asphalt) or other driveway acceptable to Declarant within one (1) year of completion of construction of a residence or 18 months from the beginning of construction. Declarant may give extensions to this time period based upon weather or other unforeseen items Declarant deems acceptable.

(c) The foregoing conditions and restrictions shall be construed to be covenants running with the land and shall be binding on all grantees, their heirs, devisees, successors and assigns and all persons claiming by, through or under them or any of them until January 1, 2016, at which time said covenants shall be extended automatically for successive periods of two years each, unless, upon vote of the majority of the then holders of record titles of said lots, it is agreed to change the conditions and restrictions in whole or in part, each lot to represent one vote.

5. APPROVALS PROCESS FOR SUBDIVISION IMPROVEMENTS

(a) Except for Improvements constructed by Declarant, no Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted on any Lot without the prior written approval of Declarant obtained in the manner hereinafter set forth. Approvals under this Section 5 shall not be arbitrarily or capriciously withheld.

(b) In order to secure Declarant's approval of any proposed Improvement or Improvements, the Owner shall submit to Declarant a complete set of the following:

(1) The Lot site plan showing, among other things, the location and dimension of all intended Improvements; and

(2) Drawings, Plans and Specifications of all exterior surfaces, showing elevations and grade, and including without limitation the color, quality and type of exterior construction materials.

All of the foregoing hereinafter shall be collectively referred to as the "Plans and Specifications".

(c) Within twenty-one (21) days after Declarant's receipt of the Plans and Specifications, Declarant shall notify Owner in writing whether such Plans and Specifications are approved or disapproved. Any such disapproval shall set forth the reason or reasons for such disapproval and shall list the changes required by the Declarant. If Declarant fails to so approve or disapprove the Plans and Specifications within said twenty-one (21) day period, then the Plans and Specifications shall be deemed to be approved.

(d) If Declarant shall disapprove all or any portion of the Plans and Specifications submitted as aforesaid, the Owner shall revise the Plans and Specifications to incorporate the changes required by the Declarant and shall deliver a set of revised Plans and Specifications to Declarant. Declarant shall have ten (10) days after its receipt of said revised Plans and Specifications to determine whether Owner has complied with Declarant's requested changes. If Declarant fails within said ten (10) day period to advise the Owner in writing whether Declarant approves or disapproves any such revised Plans and Specifications, then the revised Plans and Specifications shall be deemed to be approved. If Declarant shall disapprove all or any portion of said revised Plans and Specifications, Owner shall revise the Plans and Specifications in the manner set forth in this Section 4.4 until such time as Declarant shall approve or be deemed to have approved said Plans and Specifications.

(e) The Owner shall secure the approval of Declarant with respect to any material change or revision in any Plans and Specifications approved in accordance with this Section 5 in the manner provided in this Section for the approval of Plans and Specifications.

(f) Neither Declarant, nor any of its agents, employees, successors and assigns, shall be liable in damages to any Owner or to any other person submitting Plans and Specifications to any one or more of them for approval by reason of the withholding of consent or by reason of a mistake in judgment, negligence or nonfeasance arising out of or occurring in connection with the approval or disapproval or failure to approve or disapprove any such Plans and Specifications.

(g) The provisions of Section 5 of this Declaration shall not apply to any Improvements installed or completed by the Declarant or any affiliate or subsidiary of or other entity controlled by or in common control with the Declarant.

6. **ASSOCIATION.** The direction and administration of the easements described in Paragraph 3 above shall be vested in a Board of Managers (the Board), consisting of two or more (but not more than five) persons who shall be elected in the manner provided below. The owners of lots in the Subdivision, acting collectively through the Board, shall be known as the PROMONTORY RIDGE LOT OWNERS ASSOCIATION, an unincorporated association (the Association), subject to any subsequent incorporation. Notwithstanding any other provision of this Declaration to the contrary, all duties, functions, and obligations herein imposed upon the Board are so imposed with the express understanding that the Board is the governing body and agent of the Lot Owners and the Association. Each member of the Board shall be one of the Lot Owners, 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 director or officer of such corporation, partner of such partnership, individual trust or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. They shall provide for the upkeep of any drainage areas not on private property and for the sign and entryway plantings.

7. **MEMBERSHIP.** Upon the formation of the Association, every Lot Owner shall be a member, which membership shall terminate upon the sale or other disposition by the member of his lot, at which time the new Lot owner shall automatically become a member. Each Lot Owner agrees to be bound by and observe the terms and provisions of the Association's charter, its By-Laws, and the rules and regulations promulgated from time to time by the Association, its Board of Managers and officers. The By-Laws of the Association shall be established by the Lot Owners by the affirmative written action of two-thirds (2/3rds) of the Lot Owners. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the benefit of the Lot Owners in accordance with the provisions of this Declaration. The aggregate number of votes for the Association shall be one (1) vote for each lot in the Subdivision. The members of the Board shall be selected annually by the affirmative vote or written consent of the owners of a majority of the lots.

8. **CORPORATION.** The Board of Managers, when authorized by a majority of the Lot Owners, shall cause to be incorporated a not-for-profit corporation and in such event, then that corporation shall be the governing body for the Subdivision. The Board of Directors of such Corporation shall constitute the Board of Managers provided for in this Declaration, and all rights, titles, powers, privileges and obligations vested in or imposed upon the Board of Managers in this Declaration shall be held or performed by the Corporation or by the duly elected members of its Board of Directors and their successors in office.

9. **BOARD'S DETERMINATION BINDING.** In the event of any dispute or disagreement between any Lot Owners relating to the Subdivision, or any question of interpretation or application of the provision of the easements described above, the determination by the Board shall be final and binding on each and all the Lot Owners.

10. **NOTICE TO MORTGAGE LENDERS.** Upon written request of the Board, the holder of any duly recorded mortgage or trust deed against any Lot Ownership shall be given a copy of

any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Lot Ownership is subject to such mortgage or trust deed.

11. **AMENDMENT.** The provisions of this Declaration, except for the provisions of Paragraph 1, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or recession, signed by Lot Owners having at least seventy-five percent (75%) of the lots and certified by the Secretary of the Board. Prior to the sale of seventy-five percent (75%) of the lots in the Subdivision, the Declarant reserves the right to make such amendments as are not materially detrimental to the Lot Owners. The amendment, change, modification or rescission accomplished under the provisions of this paragraph shall be effective upon recordation of the instrument in the office of the Recorder of Deeds of Winnebago County, Illinois.

12. **INDEMNITY TO BOARD MEMBERS.** The members of the Board or of the Association shall not be liable to the Lot Owners for any mistake of judgment or any acts of omissions made in good faith by such members or officers. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Lot Owners or the Association. Each agreement made by such members or officers shall be executed by such members or officers or the managing agent, as the case may be, of the Association or for the Board.

13. **DECLARANT'S INITIAL RIGHTS.** Until such time as the Declarant shall have consummated the sale of lots aggregating seventy-five percent (75%) of all lots in the Subdivision, the Declarant shall exercise the powers, rights, duties and functions of the Board of Managers and the Association, with all the rights, indemnities and immunities contained in the preceding paragraph.

14. **COVENANTS RUN WITH THE LAND.** Each Grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all the restrictions, conditions, covenants and reservations set forth in this Declaration, and to the jurisdiction, rights and powers of Declarant created or reserved by the declaration. All of the impositions and obligations imposed under this Declaration shall run with the land and bind every owner of any interest in each lot or part of any lot in the Subdivision and inure to the benefit of every owner in like manner. Each owner of any lot in the Subdivision or the Declarant shall be entitled to enforce any provision of this Declaration by proceedings at law or in equity against any person or persons violating or attempting to violate any of the provisions either to restrain violations, to remove such violations, or to recover damages.

15. **WAIVERS.** No restrictions imposed under this Declaration shall be abrogated or waived by any failure to enforce any of the provisions, no matter how many violations or breaches may occur.

16. **PARTIAL INVALIDITY.** The invalidity of any restriction or of any provision of this Declaration, or of any part of any restriction or provision shall not impair or effect in any manner the validity, enforceability or effect of the remainder of this Declaration.

17. **ASSIGNMENT.** The rights, privileges and powers retained by Declarant shall be assignable to, and shall inure to the benefit of, its successors and assigns.

18. **NOTICE.** Some of the trees on site were planted using a State of Illinois program. The trees, if part of that program, may not be removed from the site with roots intact. To do so subjects the mover to a fine. Declarant reserves the right to move any trees that may be cut down, for example, to make room for foundations, to other areas of the development. Lot Owner must notify Declarant in writing pursuant to Section 5 of this Declaration prior to removing or cutting down any of these mentioned trees.

19. **ENFORCEMENT.** In the event Declarant or Association, after reasonable efforts to obtain compliance with any provision of these Covenants and Declarations files suit to obtain compliance, the non-prevailing party will pay for all legal and court costs.

The Declarant has executed this Declaration on the date set forth above.

Promontory Ridge, LLC

By _____
Dennis J. Gillig , Managing Member

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Dennis J. Gillig, personally known to me to be the same persons whose name is subscribed to the forgoing instrument appeared before me this day in person and acknowledged that he signed the Declaration as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ Day of _____, 2006

NOTARY PUBLIC

Prepared by and return to:
Promontory Ridge, LLC
Dennis J. Gillig
1040 S. Arlington Heights Road, Suite 104
Arlington Heights, IL 60005

EXHIBIT A

Legal Description

(SEE ATTACHED)