

R79- 82874

RECORDER
DU PAGE COUNTY
1979 SEP 13 AM 11:15

Execution
copy

George W. [Signature]

A delineation of the property
described in this instrument
appears in
PLAT BOOK NO. 94 PAGE 38

DUNBAR'S OAK BROOK COLONY

FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
OAK BROOK COLONY CONDOMINIUM

CHARGE FMT 1

28.00

RETURN TO:
Gary M. Baxter
PeerGroup Properties Company
Captain's Walk Shopping Mall
6033 North Sheridan Road
Chicago, Illinois 60660
338-7400

THIS INSTRUMENT PREPARED BY:

GARY M. DAXTER
3201 W. DEVON AVE.
CHICAGO, ILL. 60639

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
OAK BROOK COLONY

This Declaration made and entered into by CENTRAL NATIONAL BANK IN CHICAGO, as Trustee under Trust Agreement dated December 10, 1978, and known as Trust No. 22164, and not individually, for convenience hereinafter referred to as "Trustee";

W I T N E S S E T H:

WHEREAS, by a Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws, (the "Declaration") recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, as Document No. R78-82431, the Trustee submitted certain real estate to the provisions of the Illinois Condominium Property Act (the "Act"); and,

WHEREAS, the Declaration reserves to the Trustee the right to annex and add to the Parcel and Property (as defined in the Declaration) and thereby add to the condominium created by the Declaration all or any portion of the Additional Land (as defined in the Declaration); and,

WHEREAS, the Trustee by the First Amendment to Declaration of Condominium Ownership and of Easements, Restriction, Covenants and By-Laws recorded on October 30, 1978 in the Office of the Recorder of Deeds of DuPage County, Illinois as Document No. R78-104282, the Trustee submitted certain Additional Land to the Parcel and Property; and,

WHEREAS, the Trustee by Second Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws recorded on November 30, 1978 in the Office of the Recorder of Deeds of DuPage County, Illinois as Document No. R78-114500 as corrected by Document No. R79-04263 recorded January 15, 1979, the Trustee submitted certain other Additional Land to the Parcel and Property; and,

WHEREAS, the Trustee by Third Amendment to Declaration of Condominium Ownership and of Easements, Restriction, Covenants and By-Laws recorded on March 15, 1979 in the Office of the Recorder of Deeds of DuPage County, Illinois as Document No. R78-21091, the Trustee submitted certain Additional Land to the Parcel and Property; and,

WHEREAS, the Trustee by Fourth Amendment to Declaration of Condominium Ownership and of Easements, Restriction, Covenants and By-Laws recorded on June 1, 1979 in the Office of the Recorder of Deeds of DuPage County, Illinois as Document No. R79-44862, the Trustee submitted certain Additional Land to the Parcel and Property; and,

WHEREAS, the Trustee now desires to so annex and add to said Parcel and Property and submit to the provisions of the Act and the Declaration certain real estate described in Exhibit "E" attached hereto which real estate is a portion of the Additional Land reserved in the Declaration.

NOW, THEREFORE, the Trustee does hereby amend the Declaration as follows:

1. The Additional Land, legally described in Exhibit "E" attached hereto, is hereby annexed and added on to the Parcel and Property as defined in the Declaration, and is hereby submitted to the provisions of the Act as a part of the Condominium in accordance with, and shall be deemed to be governed in all respects by, the terms and provisions of the Declaration.

2. Exhibit "A" of the Declaration is hereby amended by adding thereto the Exhibit "A" which is attached hereto.

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3. Exhibit "B" of the Declaration is hereby amended by deleting said Exhibit "B" and substituting therefor the Exhibit "B" as Fifth Amended, which is attached hereto. The percentage of ownership in the Common Elements appurtenant to each Unit is hereby shifted to the percentages set forth in Exhibit "B" as Fifth Amended, which is attached hereto.

4. Exhibit "C" of the Declaration is hereby amended by substituting therefor the Exhibit "C" which is attached hereto.

5. Exhibit "D" of the Declaration is hereby amended by substituting therefor the Exhibit "D" which is attached hereto.

6. All the Unit Owners, by the Trustee, their attorney-in-fact, hereby consent to this Amendment to the Declaration, pursuant to the power and provision set forth in Articles XII and XIII of the Declaration and the Illinois Condominium Property Act, as amended.

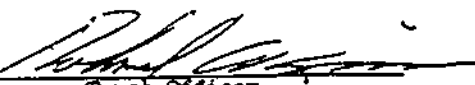
7. The additional Common Elements added on by this instrument are hereby granted and conveyed to the grantees of all Units, including the grantees of Units heretofore conveyed, all as set forth in the Declaration.

8. This Fifth Amended Declaration is executed by CENTRAL NATIONAL BANK IN CHICAGO, as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Fifth Amended Declaration that CENTRAL NATIONAL BANK IN CHICAGO, as Trustee as aforesaid, and not personally, has joined in the execution of this Fifth Amended Declaration for the sole purpose of subjecting the titleholding interest and the trust estate under said Trust No. 22164 to the terms of this Fifth Amended Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by it, as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 22164 or their successors, and not by it, personally; and further that no duty shall rest upon CENTRAL NATIONAL BANK IN CHICAGO, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see the fulfillment or discharge of any obligation expressed or implied, arising under the terms of this Fifth Amended Declaration, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 22164, and after the Trustee has first been supplied with funds required for the purpose. In the event of conflict between the terms of this paragraph and of the remainder the Fifth Amended Declaration on any question of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.


9. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the said CENTRAL NATIONAL BANK IN CHICAGO, as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its Trust Officer and attested to by its Trust Officer this 12th day of September, A.D., 1979.

CENTRAL NATIONAL BANK IN CHICAGO
as Trustee as aforesaid,
and not individually

By: 
Trust Officer
VICE PRESIDENT

ATTEST:

By: 
Assistant Trust Officer



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, PATRICIA A. WILKEY, a Notary

Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT
RICHARD WEISMAN, ^{VICE PRESIDENT} Trust Officer of CENTRAL NATIONAL BANK IN
CHICAGO, and MINNIE GREEN ^{AST} Trust Officer thereof,
personally known to me to be the same persons whose names are subscribed
to the foregoing instrument as such Trust Officers, appeared before me
this day in person and acknowledged that they signed and delivered the
said instrument as their own free and voluntary act, and as the free and
voluntary act of said Bank, for the uses and purposes therein set forth;
and the said ^{AST} Trust Officer did also then and there acknowledge that he
as custodian of the corporate seal of said Bank did affix the said
corporate seal of said Bank to said instrument as his own free and
voluntary act, and as the free and voluntary act of said Bank, for the
uses and purposes therein set forth.

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GIVEN under my hand and Notarial Seal this 12th day of
SEPTEMBER, A.D., 1979.

Patricia A. Wilkey
Notary Public



My Commission Expires:
DECEMBER 19, 1982

4.

EXHIBIT B
 DECLARATION OF CONDOMINIUM OWNERSHIP
 AND OF
 EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
OAK BROOK COLONY CONDOMINIUM

<u>NIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS</u>
1	.64924	50	.71114	99	.71114
2	.59973	51	.71114	100	.77303
3	.59973	52	.77303	101	.64925
4	.64924	53	.77303	102	.71114
5	.64924	54	.71114	103	.71114
6	.59973	55	.71114	104	.71114
7	.59973	56	.77303	105	.71114
8	.64924	57	.64925	106	.64925
9	.64925	58	.71114	107	.77303
10	.59973	59	.71114	108	.59973
11	.59973	60	.64925	109	.59973
12	.64925	61	.77303	110	.77303
13	.77303	62	.59973	111	.64925
14	.71113	63	.59973	112	.59973
15	.71113	64	.59973	113	.59973
16	.71113	65	.59973	114	.64925
17	.71113	66	.77303	115	.77303
18	.77303	67	.64925	116	.59973
19	.64925	68	.59973	117	.59973
20	.71114	69	.59973	118	.77303
21	.71114	70	.64925	119	.77303
22	.64925	71	.77303	120	.71114
23	.77303	72	.71114	121	.71114
24	.59973	73	.71114	122	.77303
25	.59973	74	.77303	123	.64925
26	.77303	75	.77303	124	.71114
27	.77303	76	.71114	125	.71114
28	.71114	77	.71114	126	.64925
29	.71114	78	.71114	127	.64925
30	.77303	79	.71114	128	.59973
31	.77303	80	.71114	129	.59973
32	.59973	81	.71114	130	.59973
33	.59973	82	.77303	131	.59973
34	.77303	83	.64925	132	.64925
35	.64925	84	.59973	133	.64925
36	.59973	85	.59973	134	.71114
37	.59973	86	.59973	135	.71114
38	.64925	87	.59973	136	.64925
39	.64925	88	.64925	137	.64925
40	.59973	89	.77303	138	.59973
41	.59973	90	.71114	139	.59973
42	.59973	91	.71114	140	.64925
43	.59973	92	.77303	141	.64925
44	.64925	93	.64925	142	.59973
45	.77303	94	.59973	143	.59973
46	.59973	95	.59973	144	.64925
47	.59973	96	.64925	145	.77303
48	.77303	97	.77303	146	.59973
49	.77303	98	.71114	147	.59973
				148	.77303
					<u>100.00000%</u>

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6.

EXHIBIT C

LEGAL DESCRIPTION

OAK BROOK COLONY CONDOMINIUM PARCEL

Lots 2 and 3 in Ray W. Mac Donald Assessment Plat of Gingerbrook in the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 29, Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, recorded as Document No. R7422138

Excepting that part of Lot 3 platted as recreation area and described as follows:

Beginning at the Southeast corner of said Lot 3; thence North 90° 00' 00" West a distance of 192.00 feet; thence North 00° 00' 00" a distance of 56.00 feet; thence North 44° 36' 41" West a distance of 252.40 feet; thence North 00° 00' 00" East a distance of 66.43 feet; thence North 81° 00' 00" East a distance of 308.07 feet to the West line of La Tours Avenue; thence South 10° 30' 35" East a distance of 356.27 feet to the point of beginning

And also excepting that part of Lots 2 and 3 described as follows:

Beginning at a point on the West line of Lot 2, 264.00 feet Northerly of the Southwest corner of Lot 2; thence North 89° 47' 49" West a distance of 33.00 feet; thence due North on the West line of Lots 2 and 3 a distance of 911.89 feet; thence 89° 50' 18" East a distance of 20.00 feet; thence due South on a line parallel with the West line of Lots 2 and 3 a distance of 476.51 feet; thence due East a distance of 13.00 feet; thence due South on a line parallel with the West line of Lot 2 a distance of 435.45 feet to the point of beginning.

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EXHIBIT E

LEGAL DESCRIPTION

ADDITIONAL LAND HEREBY ADDED

That part of Lots 2 and 3 of Ray W. Mac Donald Assessment Plat of Ginger Brook in the Southeast quarter of Section 29, Township 39 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois, recorded as Document No. R74-22138, described as follows:

Beginning at the Southwest corner of aforesaid Lot 2 and running thence North, along the Easterly line of Fairfield Avenue, 108.51 feet; thence North 90° East, 165.28 feet; thence South 0° East, 109.12 feet, to the Northerly line of 31st Street, said line being 50 feet North of and parallel to the South line of aforesaid quarter section; thence North 89° 47' 15" West, along said North line of 31st Street, 165.28 feet, more or less to the point of beginning.

Together With

Commencing at the Northwest corner of aforesaid Lot 3, also being a point on the Southerly right-of-way line of the Illinois Toll Highway, and running thence South 0° 03' 57" West, along the Westerly line of said Lot 3, 229.55 feet, to the point of beginning; thence continuing South 0° 03' 57" West, 74.85 feet, to a corner on the Northerly boundary of said Lot 3; thence North 89° 48' 43" West, along the Northerly line of said Lot 3, 273.00 feet, to the East line of Fairfield Avenue, as dedicated by Document No. R77-100154, recorded November 1, 1977; thence South 0° East, along said East line, 241.94 feet, to the Northwest corner of the Third Addition to Oak Brook Colony Condominiums; thence North 90° East, along the North line of said Third Addition, 165.50 feet; thence North 0° East, along said North line, 91.50 feet; thence North 90° East, along said North line, 188.67 feet to the Southwesterly corner of the Fourth Addition to Oak Brook Colony; thence North 0° East, along said Fourth Addition, 122.00 feet; thence North 90° East, along said Fourth Addition, 114.09 feet, to a point of curve; thence Northeasterly along said Fourth Addition, along a curve to the left, having a radius of 99.27 feet, 29.77 feet, arc; thence Northerly, along said Fourth Addition, along a curve to the right, having a radius of 178.50 feet, 68.19 feet, arc; thence North 03° 29' 05" West, along said Fourth Addition, 40.61 feet; thence South 87° 40' 32" West, along said Fourth Addition, 205.60 feet, more or less to the point of beginning.

Also

Beginning at the Northwest corner of aforesaid Lot 3, also being a point on the Southerly right-of-way line of the Illinois Toll Highway, and running thence South 0° 03' 57" West, 80.99 feet; thence South 89° 56' 03" East, 92.28 feet; thence North 72° 01' 57" East, 152.50 feet; thence North 17° 58' 51" West, 105.54 feet, to the Northerly line of said Lot 3; thence South 72° 01' 57" West, along said Northerly line of Lot 3, 215.15 feet, to the point of beginning.

All in DuPage County, Illinois and containing 2.97 acres.

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DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
OAK BROOK COLONY CONDOMINIUM

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DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
OAK BROOK COLONY CONDOMINIUM

THIS DECLARATION made and entered into by CENTRAL NATIONAL BANK IN CHICAGO, as Trustee under Trust Agreement dated December 10, 1976, and known as Trust No. 22164, and not individually, for convenience hereinafter referred to as the "Trustee":

W I T N E S S E T H: THAT

WHEREAS, the Trustee is the legal titleholder of the real estate described in Exhibit C attached hereto and made a part hereof; and

WHEREAS, the above described real estate is improved with town home buildings containing 18 residential units; and

WHEREAS, it is the desire and intention of the Trustee to enable said real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto (hereinafter called the "Property"), to be owned by Trustee and by each successor in interest of Trustee, under that certain type or method of ownership commonly known as "CONDOMINIUM", and to submit the Property to the provisions of the "Condominium Property Act" of the State of Illinois, as amended from time to time; and

WHEREAS, the Trustee, acting under direction of the parties authorized to direct the Trustee, has elected to establish, for the benefit of such Trustee and for the mutual

benefit of all future owners or occupants of the property, or any part thereof, which shall be known as OAK BROOK COLONY CONDOMINIUM", certain easements and rights in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Trustee has further elected to declare that the several owners, mortgagees, occupants, and other persons acquiring any interest in the property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to, the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership and to facilitate the proper administration of such property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

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NOW, THEREFORE, the CENTRAL NATIONAL BANK, as Trustee aforesaid and not individually, as the legal titleholder of the real estate hereinbefore described, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

DECLARATION:	This instrument by which the property is submitted to the provisions of the Condominium Property Act of the State of Illinois, and such Declaration as from time to time amended.
PARCEL:	The entire tract of real estate described in Exhibit C.

BUILDING: Any building or structure located on the Parcel containing one or more Units, as more specifically hereafter described in Article II.

PROPERTY: All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including any Building and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Unit owners.

UNIT: A part of the Property designed and intended for a one-family dwelling and an enclosed garage; or such other independent uses permitted by this Declaration.

COMMON ELEMENTS: All portions of the Property except the Units, including limited common elements unless otherwise specified.

UNIT OWNERSHIP: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

PARKING AREA: The part of the Common Elements, if any, provided for off-street, outside parking of automobiles, including driveways.

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

OWNER: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit. For the purposes of Article VIII hereof, unless otherwise specifically provided therein, the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit.

OCCUPANT: Person or persons, other than an Owner, in possession of a Unit.

COMMON EXPENSES: The proposed or actual expenses affecting the Property, including

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reserves, if any, lawfully assessed by the Board of Managers of the Unit Owner's Association.

ADDITIONAL LAND: That land legally described in Exhibit D, or any portion thereof, which may be added on to the Property.

RESERVES: Those sums paid by Unit Owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the Condominium instruments.

CONDOMINIUM INSTRUMENTS: This Declaration and plat, the by-laws of the Unit Owner's Association, and any other documents, and all amendments thereto, recorded pursuant to the provisions of the Illinois Condominium Act.

UNIT OWNERS' ASSOCIATION or "ASSOCIATION": The association of all Unit Owners, acting pursuant to by-laws, through its duly elected Board of Managers.

DEVELOPER: Peergroup Properties Company, an Illinois Limited Partnership, or its successor in interest as beneficiary of the Trustee.

LIMITED COMMON ELEMENT A portion of the common elements so designated herein as being reserved for the use of a certain Unit or Units to the exclusion of other Units including, but not limited to, courtyards, entrance and existing balconies, terraces, patios and driveways.

ARTICLE II

UNITS

1. Description and Ownership. All Units located on the Parcel are legally described as delineated on the survey attached hereto and made a part hereof as Exhibit "A", which survey is of the parcel of real estate legally described in Exhibit C. It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit "A". The

legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit "A". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit "A", and every such description shall be deemed good and sufficient for all purposes. Except as provided by the Condominium Property Act, no Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "A".

2. Survey of Completed Units. It is understood that Buildings located on the Parcel may be substantially, but not wholly, completed, and that in the event the structural components of any Building constituting all the Unit boundaries are not in place on the date of recording of this Declaration the Trustee reserves the right to and shall cause to be recorded from time to time until all of said structural components are in place, an amended survey or surveys showing the actual locations and dimensions of the boundaries of those Units in any Building that are completed after the date of recording of this Declaration. Whenever in this Declaration the term "survey," "surveys," or "Exhibit A" appears, it shall be deemed to include such amended survey or surveys as shall be hereafter recorded pursuant to this paragraph.

3. Certain Structures Not Constituting Part of a Unit. No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

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ARTICLE III

COMMON ELEMENTS

1. Description. Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, private streets, outside walks and driveways, landscaping, stairways, entrances and exits, outdoor parking areas, courtyards, balconies, patios, lobbies, roof, structural parts of any Building, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

2. Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The extent or amount of such ownership shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Owners, except pursuant to Illinois Condominium Act, or in the course of exercising the "Add-on" provisions pursuant to Article XII hereof. The Trustee has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto.

3. No Partition of Common Elements. There shall be no partition of the Common Elements through judicial proceedings or

otherwise until this Declaration is terminated and the Property or any portion thereof is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit ownership shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of the proceeds of sale of said Unit ownership as between such co-owners.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to "Condominium Property Act". The Property is hereby submitted to the provisions of the "Condominium Property Act" of the State of Illinois.

2. No Severance of Ownership. No Owner shall execute any deed, mortgage, lease, or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including ~~also~~ the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3. Easements. (a) Encroachments. In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of any Unit, it

shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Unit Owners, or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, to the extent of such encroachment so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Owners or if it occurred due to the intentional, negligent or willful conduct of any Owner or his agent.

(b) Utility Easements. The Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, Hinsdale Sanitary District, Village of Oak Brook, and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements for the purpose of providing utility services to the Property.

(c) Private Roads. The Private Roads on the Property shall be part of the Common Elements. The Trustee by its designated representative and/or the Board may prescribe reasonable rules and regulations for parking along the private roads and driveways.

(d) Limited Common Elements. A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy any courtyard, entrance and exit stairs, terrace, driveway, balcony or patio adjoining the Unit and such shall be considered Limited Common elements; provided, however, that no Owner shall decorate, fence, enclose, landscape, adorn or alter such limited common element in any manner unless he shall first obtain the written consent of the Board of Managers, except if consistent with rules or regulations established by the Board as hereinafter provided.

(e) Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land (unless otherwise stated) and, so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other 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 described in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V

ADMINISTRATION

1. Administration of Property. The direction and

administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), of the Unit Owner's Association who shall be elected in the manner hereafter provided. Each member of the Board shall: (a) be one of the Owners; provided, however, that in the event an 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 or other designated agent 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, and (b) such person resides on the Property (other than a Board member nominated by the Trustee).

2. Unit Owner's Association. The Trustee, upon the sale of one or more Units, and prior to the election of the first Board, and the Board at any time thereafter, may cause to be incorporated a not-for-profit corporation under the General Not for Profit Corporation Act of the State of Illinois, to be called "OAK BROOK COLONY CONDOMINIUM ASSOCIATION" or a name similar thereto, which corporation (herein referred to as the "Association") shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Property. If the Association is incorporated prior to the initial meeting of the members, the Developer may designate three persons to act as the Board until the initial meeting of the members has elected the initial Board. The Board of Directors of the Association shall be deemed to be the "Board of Managers" referred to herein and in the Condominium Property Act. Upon the formation of such Association, every Owner shall be a Member therein, which membership shall automatically

terminate upon the sale, transfer or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein.

3. Voting Rights. Each unit ownership shall be entitled to cast one vote per unit on matters submitted to the Association members, except, where it is required by this Declaration or by the Illinois Condominium Act that voting be on a percentage basis, then the percentage vote to which each unit is entitled is the percentage interest of the undivided ownership of the common elements appurtenant thereto as set forth in Exhibit B. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known and hereinafter referred to as a "voting member." Such voting member may be the Owner of one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The Trustee or the Developer shall be the voting member with respect to any Unit Ownership owned by the Trustee.

4. Meetings. (a) Meetings of the voting members shall be held at the property or at such other place in DuPage County, Illinois, as may be designated in any notice of a meeting. At any meeting of the voting members, the presence in person or by proxy of the voting members for at least 51% of the

number of Units shall constitute a quorum, except that a quorum for actions requiring voting on a percentage basis shall be units representing at least 66 2/3rdst of the entire ownership of the common elements. Except as otherwise required by the terms of this Declaration or the Condominium Property Act of Illinois, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members for at least 51% of the number of Units represented at such meeting. Matters shall be submitted to unit owners at membership meetings in accordance with the procedures customarily followed under Roberts Rules of Order, or by such rules of procedure as the Association may adopt.

(b) Annual Meeting. The initial meeting of the voting members to elect the initial Board of Managers shall be held upon at least ten (10) days', but not more than 30 days', prior written notice, said meeting to be held not later than 60 days after at least 75% of the Units have been conveyed, or within 3 years after the recording of this Declaration, whichever is earlier. If the initial Board of Managers is not elected by the Unit Owners at the time so established for the initial meeting, the Developer shall continue in office for a period of 30 days, whereupon written notice of his resignation shall be sent to all Unit Owners entitled to vote at such election. Thereafter there shall be an annual meeting of the voting members, the first of which shall be held on the first Tuesday of October in the year following such initial meeting, and on the first Tuesday of October of each succeeding year thereafter at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days prior to the date fixed for said

meeting. In the event the Board fails to call such annual meeting, then any three (3) voting members may call such meeting upon 10 days written notice to all the voting members.

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, the President, or by the voting members for at least 20% of the number of Units and delivered not less than ten (10) days and no more than thirty (30) 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.

(d) There shall be no (1) merger or consolidation of the Association; or (2) lease, exchange, mortgage, pledge or other disposition of all or substantially all of the property and assets of the Association; or (3) purchase or sale of land or of units on behalf of all unit owners, except upon the affirmative vote of not less than 2/3rds of the vote of unit owners (on a percentage basis) at a special meeting duly called for that purpose.

6. Board of Managers (Board of Directors).

(a) Election. At the initial meeting the voting members shall, by a majority of the total votes present at such meeting, elect a Board of Managers. In all elections for members of the Board of Managers, each voting member shall be entitled to vote on a cumulative voting basis. A majority of the total number of Units shall constitute a quorum. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting five (5) Board members

shall be elected. The three (3) Board members receiving the highest number of votes shall be elected for a term of two (2) years and the two receiving the next highest number of votes shall be elected 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. Board members may succeed themselves. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. Vacancies in the Board shall be filled by the majority vote of the voting members present at the next annual meeting or in the event such vacancy shall occur more than 60 days prior to the next annual meeting at a special meeting of the voting members called for such purpose. Board members elected at any annual or special meeting to fill a vacancy shall serve for the same term as that of the Board member who created the vacancy. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. A majority of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt, provided that the Board shall meet at least 4 times annually and that such meetings shall be open to any unit owner.

(b) 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 mail and receive all notices, and execute any amendments to the Condominium instrument, a Secretary who shall keep the minutes of all meetings

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of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, and Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. The terms of officers shall be annual. Officers otherwise eligible may succeed themselves. Officers and Board members shall continue to serve until their successors are elected.

(c) Removal From Office. Any Board member may be removed from office by affirmative vote of the voting members for at least two-thirds (2/3) of the number of Units, at any special meeting called for the 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 meeting called for that purpose.

(d) Notices of Meeting. Notices of Meetings of the Board shall be mailed to each Board member at least 48 hours prior thereto unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened.

7. General Powers of the Board. The Board shall have all powers and duties vested in it by the Illinois Condominium Act, including but not limited to acquiring and paying for out of the maintenance fund hereinafter provided for, the following:

(a) Water, waste removal, operating expense, if any, professional management fees, operating expenses of electricity, telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

(b) A policy or policies of insurance insuring the Common Elements and the Units against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the

full insurable replacement value of the Common Elements and the Units written in the name of, and the proceeds thereof shall be payable to the Association or the Board, as trustees for each of the Owners in the percentages established in Exhibit "B". Prior to obtaining any such policy or policies of insurance, or any renewal thereof, except for the initial policy or policies obtained by the Board, at its election, may from time to time obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement value of the Common Elements and the Units for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be common expenses. Each Owner shall notify the Board in writing of any additions or alterations to his Unit resulting in increased value thereof and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. Where, in the reasonable opinion of the Board these are increased charges for insurance coverage on certain Units, the common expense for insurance premiums may be assessed against such Units in a manner fully reflecting the increased charges for such coverage. All such policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagees having any mortgage lien on any or all of the Property or on any Unit, if any, as their respective interests may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Owners elect to sell the Property or remove the Property from the provisions of the Condominium

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Property Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Trustee, the managing agent, if any, their respective employees and agents, and Owners and Occupants, and (6) shall contain a "Replacement Cost Endorsement." Notwithstanding the issuance of standard mortgage clause endorsements, any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration and the Condominium Property Act; provided, however, that if the Board fails to perform all of the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required by law, and any mortgagee or mortgagees are required to avail themselves of their rights under the standard mortgage clause endorsement to collect the proceeds of the policy or policies of insurance, any amounts so collected through the efforts of said mortgagee or mortgagees shall be applied as directed by said mortgagee or mortgagees. The Board may engage the services of a bank or trust company authorized to do trust business in Illinois and having a capital of not less than \$5,000,000.00 to act as Insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by any such loss shall exceed \$50,000.00, the Board upon

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written demand of the mortgagee of any Unit shall engage the services of an Insurance Trustee as aforesaid. The fees of such Insurance Trustee shall be common expenses.

(c) Comprehensive public liability and property damage insurance in such limits as the Board shall deem desirable insuring the Association, members of the Board, the managing agent, if any, and the Owners including the Trustee individually and as Trustee, the Developer, and their respective agents or employees as aforesaid from any liability in connection with the ownership, existence, use or management of Common Elements or the streets, sidewalks, and public spaces adjoining the Property. Such insurance coverage shall also cover cross liability claims of one insured against another and shall contain a waiver of any right of subrogation by the insuring company against any of the above named insured. The Board shall notify any person insured under such policy concerning the cancellation of any such insurance.

(d) Workmen's Compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

(e) The services of any person or firm employed by the Board. The Board may employ the services of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments on the Unit Ownerships. The cost services shall be common expenses.

(f) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the windows or sliding glass doors appurtenant to the Units and the interior surfaces of the Units and of the doors appurtenant thereto, which

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the Owners shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure to pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium apartment building or for the enforcement of these restrictions.

(h) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Owners. Where one or more 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 by the Board by reason of said lien or liens shall be specially assessed to said Owners.

(i) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of any Building, and an Owner of any Unit 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 delivered by the Board to said Owner, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair.

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(j) The Board or its agents upon reasonable notice may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. The Board or its agents may likewise enter any limited common element for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(k) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund for any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Ten Thousand Dollars (\$10,000.00), without in each case the prior approval of the voting members for at least two thirds (2/3) of the number of Units.

(l) ~~IF~~ 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.

(m) The Board, by vote of at least two-thirds (2/3) of the Board members, and without approval from any of the voting members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and

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for the health, comfort, safety and general welfare of the Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and the entire Property shall at all times be maintained subject to such rules and regulations. If within thirty (30) days from the date of written notice to the Owners of the adoption of any such rule and regulation of the voting members for at least one third (1/3) of the number of Units shall file with the Board a written objection thereto then such rule and regulation shall be deemed rescinded until approved by the voting members for at least two-thirds (2/3) of the number of Units.

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(n) The Trustee may engage the initial management organization under a contract expiring not later than one year after the first Unit becomes occupied. Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

(o) The Board may elect to have the cost of any or all of the goods and services described in subsections (a) and (e) above, assessed specially to each Owner in proportion to his use of or benefit from such goods and services.

(p) Prior to the election of the first Board, the Trustee, acting as the Board of Managers on behalf of all the Owners, shall have the authority to lease or to grant licenses or concessions with respect to any part of the Common Elements, subject to the terms of this Declaration. Upon election of the first Board, and thereafter, the Board by vote of at least two-thirds (2/3) of the Board members, shall have the same authority as aforesaid.

(q) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

(r) The Board may own, convey, encumber, lease or otherwise deal with any Unit or Unit conveyed to or purchased by it on behalf of the Association.

(s) The Board shall keep detailed account records of receipts and expenditures affecting the use and operation of the Property.

(t) The Board shall have standing to act in a representative capacity in relation to matters involving the common elements or more than one Unit, on behalf of the Unit Owners, as their interests may appear.

8. Liability of the Board of Managers. The members of the Board of Managers, the Trustee and Developer shall not be personally liable to the Owners or others for any mistake of judgment or for any acts of omissions made in good faith as such Board members, or acting as the Board. The Owners shall indemnify and hold harmless each of the members of the Board of Managers, the Trustee and Developer against all contractual liability to others arising out of contracts made by the Board of Managers, the Trustee or Developer on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is also intended that the liability of any Owner arising out of any contract made by the Board of Managers, the Trustee or Developer, or out of the aforesaid indemnity in favor of the members of the Board of Managers, the Trustee or Developer shall be limited to such proportion of the total liability thereunder as his percentage interest of all the Owners in the Common Elements. Every agreement made by the Board of Managers, Trustee, the Developer or by the managing agent on behalf of the Owners shall provide that the members of the Board of Managers, Trustee, the Developer or the

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managing agent, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

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ARTICLE VI

ASSESSMENTS - MAINTENANCE FUND

(a) Each year on or before June 15, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing fiscal year of August 1 - July 31 for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall formulate a proposed budget with reasonable itemization thereof. A copy of the proposed budget shall be sent to each unit owner at least 30 days prior to the final adoption thereof by the Board. Each unit owner shall receive notice in the manner provided for membership meetings of any meeting of the Board concerning the adoption of the proposed budget, or concerning any increase in the budget, or concerning the establishment of any assessment. The annual budget shall take into account the estimated net available cash income, for the year from the operation or use, if any, of the Common Elements. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto, except that there may be added to the assessment of any Unit Owner an amount for the increase in cost for any

insurance, where such Unit requires an increase in coverage as per Article IV, Section 7, and any charge attributable to the limited common elements appurtenant to such Unit. On or before August 1 of the ensuing fiscal year, and the 1st of each and every month of said year, 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 November 1 of each year following the initial meeting, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall be prepared by a certified public accountant. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current fiscal year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

(b) Upon the purchase of each Unit from CENTRAL NATIONAL BANK IN CHICAGO, as Trustee under Trust No. 22164 ("Trustee"), or at any time thereafter, at the request of the Board, each Owner, not including the Trustee, shall deposit with the Board, an amount equal to two month's assessment relating to such Owner's Unit. Such amount shall be held, together with the amounts similarly deposited by the other Unit Owners, as an operating reserve for common expenses, and shall be used and

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applied from time to time as may be needed toward meeting deficits and for such other common purposes as the Board may deem necessary. To the extent that the said operating reserve may be depleted or in the judgment of the Board may be inadequate, the Board may increase the same by an assessment to the Owners according to each Owner's percentage of ownership in the Common Elements. The said operating reserve on hand from time to time shall be deemed part of the Common Elements and in the event of a transfer by a Unit Owner of his Unit Ownership, such Unit Owner shall not be entitled to any refund of his maintenance operating reserve deposit or any portion thereof, but all of his interest in the unexpended portion of such deposit, if any, shall transfer and inure to such Unit Owner's transferee.

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(c) The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owners assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. The Board shall serve notice of further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

(d) The failure or delay of the Board to prepare or

serve the annual or adjusted estimate on the Owners 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 the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

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(e) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, or by any mortgagee of any or all of the Property or any unit at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

(f) All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit "B".

(g) If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as herein-after provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. 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 interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the names of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force and have priority when and as provided in the "Condominium Property Act" of Illinois; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership, or has a receiver appointed in a suit to foreclose his lien.

(h) In addition to the remedy for nonpayment of the monthly assessment set forth in paragraph (g) above, the Board shall have the right to take possession of the Unit Owner's interest in the property and may maintain for the benefit of all of the other Unit Owners, an action for possession under the

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Forcible Entry and Detainer Act and the cost of said suit, including attorney's fees and court costs, shall be added to the amount due.

(i) No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Unit and Common Elements shall be occupied and used as follows:

(a) Each Unit or any two or more adjoining Units used together shall be used for housing and related common purposes for which the Property was designed and for no other purpose. That part of the Common Elements separating any two or more adjoining Units may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing. A Unit Owner owning 2 or more adjoining Units shall have the right to remove or otherwise alter any intervening partition so long as the action does not weaken, impair or endanger any common element or Unit. The Unit Owner shall notify the Board in writing at least 10 days prior to commencing such work, and shall conduct such work subject to any conditions reasonably imposed by the Board to safeguard the quiet enjoyment of other Unit Owners.

(b) There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter stated. Each Owner shall maintain and keep his own Unit in good order and repair.

(c) Nothing shall be done or kept in any Unit or in

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the Common Elements which will increase the rate of insurance on the Building or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Each Owner shall be responsible for his own insurance on his personal property in his own Unit, and unless expressly undertaken by the Board, upon all glass windows and doors in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinbefore provided.

(e) Owners shall not cause or permit anything to be placed on the outside walls of any Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Board.

(f) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purposes; and provided further that any pet causing or creating a nuisance or unreasonable disturbances shall be permanently removed from the Property upon three (3) days' written notice from the Board. Any animal wastes deposited anywhere on the Common Elements shall be promptly removed and the area cleaned by the Owner of the offending pet.

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(g) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

(h) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would structurally change any Building except as is otherwise provided herein.

(i) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(j) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, explorations, or otherwise, shall be conducted, maintained, or permitted in any Unit, except that this provision shall not be construed in such a manner as to prohibit an Owner from: (1) maintaining his personal professional library therein; (2) keeping his personal business or personal accounts therein; (3) handling his personal, professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of this paragraph.

(k) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board. The right is reserved by the Trustee, its beneficiaries, the Developer or its agents, to place and maintain on the Property until the sale of the last Unit all models, sales offices, advertising signs and banners and

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lighting in connection therewith at such locations and in such forms as shall be determined by them. There is also reserved unto the Trustee, the Developer, its agents, business invitees and prospective Unit purchasers, the right of ingress, egress and transient parking in and through the Common Elements at no cost for construction, development and Unit sales purposes.

ARTICLE VIII

SALE, LEASING OR OTHER ALIENATION

1. Sale or Lease. Any Owner other than the Trustee, the Developer and its agents who wishes to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sub-lease such Unit) shall give to the Board not less than thirty (30) days' prior written notice of the terms of any contemplated sale or lease, together with the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. If the proposed purchaser or lessor is a land trust, then the beneficiaries of such trust shall be deemed the purchaser or the lessor for the purposes of this Section, and the Board may require that the trust provide that there shall be no transfer or assignment of the beneficial interest of such trust, except for collateral purposes, without first complying with this Article. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of sixty (60) days following the date of receipt of such notice. If said option is not exercised by the Board within said sixty (60) days, the Owner (or lessee) may, at the expiration of said sixty day period, contract to sell or lease (or sublease or

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assign) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days after expiration of the option, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

2. Gift. Any Owner other than the Trustee who wishes to make a gift of his Unit Ownership or any interest therein shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date hereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift may each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. If the Board shall fail to select an

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appraiser as aforesaid the Board's option hereunder shall be deemed waived. If the Owner desiring to make such gift shall fail to select an appraiser, then the appraiser designated by the Board shall make the appraisal. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the Owner desiring to make such gift within said forty-five (45) day period.

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3. Devise. In the event any Owner dies leaving a will devising his Unit Ownership, or any interest therein, and said will is admitted to probate, the members of the Board acting on behalf of the other Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership, or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. Within sixty (60) days after appointment of a personal representative for the estate of the deceased Owner, the Board may appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser

to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership, or interest therein, devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. If the Board shall fail to select an appraiser as aforesaid the Board's option hereunder shall be deemed waived. If said devisee or devisees, or personal representative, as the case may be, shall fail to select an appraiser, then the appraiser designated by the Board shall make the appraisal. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the appraisal shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods.

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4. Involuntary Sale. (a) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days' written notice to the Board of his intention so to do, whereupon the Board acting on behalf of the Owners shall have an irrevocable option to purchase said Unit Ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised

by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(b) In the event any Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VI hereof.

5. Exercise of Option. The Board, by the affirmative vote of at least two-thirds (2/3) of the Board members, and upon the affirmative vote of not less than 2/3rds of the votes of the unit owners (on a percentage basis) present at a special meeting duly called for that purpose, may exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein. The Board or its duly authorized representative, acting on behalf of the Owners, by the affirmative vote of at least two-thirds (2/3) of the Board members, and upon not less than fifteen (15) days' prior written notice thereof to all the Owners, may bid to purchase at any sale of a Unit Ownership or interest therein of any Owner living or deceased, which said sale is held pursuant to an order or direction of a court. The written notice to all the Owners shall set forth the terms of the option to be exercised by the Board or it shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Unit Ownership or interest therein. If within said

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fifteen (15) days the voting members for at least one-fourth (1/4) of the number of Units shall file with the Board a written objection to any such action by the Board, then such option shall be deemed released and shall not be exercised by the Board. The Unit Ownership or interest therein which is subject to such option may thereupon be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

6. Release or Waiver of Option. Upon the affirmative vote of at least two-thirds (2/3) of the Board members, any of the options contained in this Article VIII may be released or waived prior to their expiration and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

7. Proof of Termination of Option. A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article VIII as hereinabove set forth have been met by an Owner, or waived or released by the Board; and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived or released.

8. Financing of Purchase Under Option. (a) Acquisition of Unit Ownership or any interest therein under the provisions of this article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of ownership in the Common Elements as set forth in Exhibit "B" bears to

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the total of such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph (g) of Article VI hereof. (b) The members of the Board, in their discretion, may borrow to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership or interest therein to be acquired.

9. Title to Acquired Interest. Unit Ownership or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Association or members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of Paragraph 8(a) of this Article.

10. Exceptions to Board's Right of First Refusal. The Board's right of first refusal as provided in Sections 1, 2 and 3 of this Article VIII shall not apply to any sale, lease, gift, devise or other transfer by the Trustee, its beneficiaries, successors or assigns, by any corporation, Trust or other entity when the original Owner or persons having at least majority control of said Owner are in control of the transferee, or resulting from statutory merger or consolidation, or between

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co-Owners of the same Unit, or to the spouse, or to any lawful children of the Owner, or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Owner, the spouse or lawful children of the Owner, or any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries of such trust, provided such beneficiaries were approved as Owners at the time the trust acquired the Unit.

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ARTICLE IX

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within thirty (30) days after said damage or destruction, the Owners elect either to sell the Property as hereinafter provided in Article X hereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the "Condominium Property Act" as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of ownership in the Common Elements as

set forth in Exhibit "B", after first paying out of the share of each Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

2. Insufficient Insurance. In the event the Property or the improvements thereon so damaged or destroyed are not insured against the peril causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction of the improvements within one hundred and eighty (180) days after said damage or destruction, and more than 1/2 of the Units are rendered uninhabitable then the provisions of the "Condominium Property Act" in such event shall apply.

3. Definition. Repair, restoration or reconstruction of the improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

4. Partial Destruction. In the event of fire or other disaster in which fewer than one-half (1/2) of the Units are rendered uninhabitable, and if the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction of the damaged buildings or other portions of the property, then upon the affirmative vote of not fewer than three quarters (3/4) of the Owners voting in a meeting called for that purpose the Association may undertake such repair, restoration or reconstruction. Such meeting shall be held within thirty days following the adjustment of the insurance claims, if any. Otherwise such meeting shall be held within ninety (90) days of the occurrence. At such meeting, the Board of

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Managers, or its representative, shall present to the members present an estimate of the costs of repair or restoration, and the estimated amount of necessary assessments against each Unit Owner.

5. Withdrawal of Partially Destroyed Portions. In the case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the portion of the property affected, and there is no vote to reconstruct in accordance with Section 4 above, then such portion of the property may be withdrawn from the Condominium by the Board. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the common elements pertaining to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest in each remaining Unit. If only a portion of the Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit as determined by the Board. The Board shall pay just compensation or shall allocate insurance or other proceeds to any withdrawing or remaining Unit owned upon an equitable basis which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the common elements, not necessarily including the limited common elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. The distribution of any proceeds available from the withdrawal of any limited common element will be distributed in accordance with the interests of those entitled to their use.

6. Eminent Domain. In the event any portion of the property is taken pursuant to proceedings in eminent domain,

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such property shall be withdrawn from the Condominium. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the common element appurtenant to such Unit or portion thereof shall be reallocated among the remaining interests on the basis of percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn the percentage of interest appurtenant to the Unit shall be reduced on the basis of diminution in the market value of the Unit as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis which not need be a Unit Owner's percentage interest. Any condemnation award or other proceed available in connection with the withdrawal of any portion of the common elements, not necessarily including the limited common elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any limited common element will be distributed equitably in accordance with the interests of those entitled to their use.

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7. Upon the withdrawal of any Unit or portion thereof the responsibility for the payment of assessments by such Unit Owner shall cease and the Unit Owner shall receive his respective share of the then existing reserves.

ARTICLE X

SALE OF THE PROPERTY

The Owners by affirmative vote of at least 80% of the undivided ownership of the Common Elements, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice

of such action to the holder of any duly recorded mortgage or trust deed against the Property or any part thereof or any Unit Ownership entitled to notice under Section 2 of Article XII of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Owner. In the absence of agreement on an appraiser, such Owner and the Board may each select an appraiser, and two so selected, shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

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ARTICLE XI

REMEDIES FOR BREACH OF COVENANTS,
RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoinment. The violation of any restriction, condition, rule or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set set forth in the next succeeding section: (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting

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Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Trustee, its beneficiaries, the Developer, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of 7% per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

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2. Involuntary Sale. If any Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the rules and regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and

thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant or, in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in Section 4, Article VIII hereof, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

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ARTICLE XII

ADD-ON CONDOMINIUM

1. Reservation of Option. Pursuant to the Illinois Condominium Property Act, the Developer hereby reserves the right

to add additional property to the Condominium created hereunder, and to reallocate percentage interests in the common elements, by amending this Declaration and Exhibits A and B hereto, without the approval of any Unit Owner or of the Board or Association as follows:

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(a) the percentage interest following any add-on shall be recalculated by taking as a basis, the value of each Unit in relation to the value of the property as a whole, including the add-on Units and property.

(b) the land which may be added to the Property is described in Exhibit D attached hereto and made a part hereof, and is hereinafter referred to as "additional land."

(c) this option shall terminate if not exercised within 10 years of the date of recording this Declaration, except that if the Developer has contracted for the construction of Units on the additional land, which contracts call for completion and delivery of the Units on the additional land prior to the expiration date, and construction is delayed for reasons customarily excusing delay in AIA construction contracts, then such option period shall be extended to the time reasonably necessary to complete construction of the buildings.

(d) Portions of the additional land may be added to the property at any time, and at various times, following completion of the construction of Units on such portions, without limitation.

(e) The number of Units to be added shall not exceed 140, and shall not exceed in density 15 Units per acre on any portion added-on at any one time. The add-on Units will be similar in density, use, construction and architectural style of the Units constructed pursuant to this Declaration, and will

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be reasonably compatible with the configuration of the instant property in such regards.

2. The Developer reserves an appurtenant easement without cost over and on the common elements for the purpose of making improvements on the additional land and for the purpose of doing what is reasonably necessary and proper in conjunction therewith, including such reasonable interruption of gas, sewer, electric, water, telephone or other such services as may be necessary to connect the services of the additional land to those servicing the instant Property.

3. The Developer reserves the right to amend this Declaration as it may affect the additional land by such complementary addition or modifications which are necessary to reflect differences in character of any of the additional land and the improvements thereto. Such amendment shall not revoke, modify or add to the covenants established for any property already subject to this Declaration.

4. No provision hereof shall be considered to be binding upon or to obligate the Developer to exercise his option to make such additions nor in any way to bind, limit or restrict the land described in Exhibit D, or to create any rights in any owner hereunder with regard to any of the additional land prior to its being added to the Property.

ARTICLE XIII

GENERAL PROVISIONS

1. Until such time as the Board of Managers provided for in this Declaration is formed the Trustee or the beneficiaries of the trust as shown on the Trustee's records or the Developer, shall in accordance with the Illinois Condominium Property Act exercise any of the powers, rights, duties and

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functions of the Board. Any contract, lease or other agreement made prior to the election of a majority of the Board other than the Developer by or on behalf of the Unit Owners, individually or collectively, the Unit Owner Association or the Board, which extends for a period of more than 2 years from the recording of the Association shall be subject to cancellation by more than 1/2 of the votes of the Unit Owner other than the Developer cast at a special meeting of members called for that purpose during a period of 90 days following expiration of the 2 year period.

2. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against the Property or any part thereof or any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Unit Ownership is subject to such mortgage or trust deed.

3. Each Owner hereby waives and releases any and all claims which he may have against any other Owner, Occupant, the Association, its officers, members of the Board, the Trustee, the managing agent, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

4. Notices provided for in this Declaration and in the Condominium Property Act shall be in writing, and shall be addressed to the Board or Association, or any Owner, as the case may be, at the regular street address of the Unit of such Owner and at the address of the president of the Board with regard to notices addressed to the Board or the Association or at such other address as herein provided. The Association or Board may

designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may also designate a different address for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered, or certified mail, or when delivered in person with written acknowledgement of the receipt thereof, or, if addressed to an Owner, when deposited in his mailbox or at the door of his Unit.

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5. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

6. Each grantee of the Trustee, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Condominium Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Property, and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

7. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be

deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8. The provisions of Article II, Article III, Article IV, Article VI, paragraph (1) of Article VII, paragraph 5 of Article VIII, Article XII and this paragraph 8 of Article XIII of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President on behalf of the Board, all of the Owners and all mortgagees having bona fide liens of record against any or all of the Property or any Unit Ownerships, except that Article XII hereof may not be changed, modified, or rescinded without the express written consent of the Developer. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the President on behalf of the Board and the Owners of at least three-fourths (3/4) of the number of Units and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified, or rescinded so as to conflict with the provisions of the "Condominium Property Act."

9. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration,

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or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

10. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rules restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after death of the survivor of the now living lawful descendants of the incumbent Mayor of the City of Chicago, and the incumbent President of the United States.

11. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of first class condominium town-home development.

12. In the event title to any Unit Ownership is conveyed to a land titleholding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the 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 Unit Ownership. No claim shall be made against any such titleholding 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

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lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of title of such Unit Ownership.

13. When any power or right is conferred on the Trustee under the terms of this Declaration, said power or right may be exercised by the Trustee, its beneficiaries, successors or assigns.

14. This Declaration is executed by CENTRAL NATIONAL BANK IN CHICAGO, as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that CENTRAL NATIONAL BANK IN CHICAGO, as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title-holding interest and the trust estate under said Trust No. 22164 to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by it, as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 22164 of their successors, and not by it, personally; and further, that no duty shall rest upon CENTRAL NATIONAL BANK IN CHICAGO, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see the fulfillment or discharge of any obligation expressed or implied, arising under the terms of this Declaration, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 22164, and after the Trustee has first been supplied with funds required for

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the purpose. In the event of conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, the said CENTRAL NATIONAL BANK IN CHICAGO, as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its ~~Assistant Vice~~ ^{TRUST OFFICER} President and attested to by its ~~Assistant Secretary~~ ^{TRUST OFFICER}, this 29th day of AUGUST, A.D., 1978.

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CENTRAL NATIONAL BANK IN CHICAGO,
as Trustee as aforesaid,
and not individually

By: Sally M. [Signature]
~~Assistant Vice President~~
TRUST OFFICER



[Signature]
~~Assistant Secretary~~

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, LYNNE A. SONGER, a Notary Public in
and for the County and State aforesaid, DO HEREBY CERTIFY THAT
SALLIE J. VLOEDMAN ^{TRUST OFFICER}, ~~Assistant Vice President of~~
CENTRAL NATIONAL BANK IN CHICAGO, and JOHN E. ROBERTS ^{TRUST OFFICER},
~~Assistant Secretary~~ thereof, personally known to me to be
the the same persons whose names are subscribed to the foregoing
instrument as such ~~Assistant Vice President~~ and ~~Assistant Secre-~~
~~tary~~ respectively, appeared before me this day in person and
acknowledged that they signed and delivered the said instrument
as their own free and voluntary act, and as the free and volun-
tary act of said Bank, for the uses and purposes therein set
forth; and the said Assistant Secretary did also then and there
acknowledge that he as custodian of the corporate seal of said
Bank did affix the said corporate seal of said Bank to said
instrument as his own free and voluntary act, and as the free and
voluntary act of said Bank, for the uses and purposes therein set
forth.

R78-02431

GIVEN under my hand and Notarial Seal this 29th day of
August, A.D., 1978.

Lynne A. Songer
Notary Public

My Commission Expires: MY COMMISSION EXPIRES MARCH 14, 1982



CONSENT OF MORTGAGEE

THE FIRST NATIONAL BANK OF CHICAGO, a national Banking association, holder of that certain Mortgage dated June 30, 1978, upon the property described in the above and foregoing Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Oak Brook Colony Condominium, hereby consents to the execution and recording of the above and foregoing Declaration of Condominium Ownership, and hereby submits its Mortgage recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, on July 26, 1978, as Document No. R78-68999, to the provisions of the above and foregoing Declaration of Condominium Ownership and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said FIRST NATIONAL BANK OF CHICAGO, has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois, on this 28TH day of August, 1978.

THE FIRST NATIONAL BANK OF CHICAGO

By: Ward M. Heister
LOAN OFFICER

R70 - 02431

ATTEST:

Kenneth D. Shell
Notary

State of Illinois)
) ss
County of Cook)

I, LINDA I. CAWELL, a Notary Public in and for said County and State, do hereby certify that KENNETH P. SHELL and WARD M. HEISTER, ASST. Vice-President and LOAN OFFICER Secretary, respectively, of THE FIRST NATIONAL BANK OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. Vice-President and LOAN OFFICER Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of August, 1978.



Linda I. Cadwell
Notary Public
My Commission Expires: 2/10/82

EXHIBIT B
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
OAK BROOK COLONY CONDOMINIUM

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS</u>
1	5.4630
2	5.0463
3	5.0463
4	5.4630
5	5.4630
6	5.0463
7	5.0463
8	5.4630
9	5.4629
10	5.0464
11	5.0464
12	5.4629
13	6.5046
14	5.9838
15	5.9838
16	5.9837
17	5.9837
18	6.5046
	<u>100.0000%</u>

R78 - 02431

EXHIBIT C

LEGAL DESCRIPTION

OAK BROOK COLONY CONDOMINIUM PARCEL

That part of Lot 2 in Ray W. Mac Donald Assessment plat of Gingerbrook in the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 29, Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, recorded as Document No. R74-22138, described as follows:

Beginning at the Southeast corner of said Lot 2, thence North $89^{\circ} 47' 15''$ West a distance of 369.71 feet along the South line of said Lot 3 to a point, thence North $00^{\circ} 00' 00''$ East a distance of 109.12 feet to a point; thence North $90^{\circ} 00' 00''$ West a distance of 165.28 feet to a point on the West line of said Lot 2; thence North $00^{\circ} 00' 00''$ East a distance of 117.50 feet along the West line of said Lot 2 to a point; thence North $90^{\circ} 00' 00''$ East a distance of 225.70 feet to a point; thence South $00^{\circ} 00' 00''$ West a distance of 36.50 feet to a point; thence North $90^{\circ} 00' 00''$ East a distance of 318.46 feet to a point on the East line of said Lot 2; thence South $02^{\circ} 32' 04''$ West a distance of 191.70 feet along the East line of said Lot 2 to the point of beginning. (Containing 2.13 acres more or less)

R78 - 02431

EXHIBIT D

LEGAL DESCRIPTION

ADDITIONAL LAND

That part of Lots 2 and 3 in Ray W. Mac Donald Assessment plat of Gingerbrook in the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 29, Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, recorded as Document No. R74-22138

Excepting that part of Lot 3 platted as recreation area and described as follows: Beginning at the Southeast corner of said Lot 3; thence North $90^{\circ} 00' 00''$ West a distance of 192.00 feet; thence North $00^{\circ} 00' 00''$ a distance of 56.00 feet; thence North $44^{\circ} 36' 41''$ West a distance of 252.40 feet; thence North $00^{\circ} 00' 00''$ East a distance of 66.43 feet; thence North $81^{\circ} 00' 00''$ East a distance of 308.07 feet to the West line of LaFburs Avenue; thence South $10^{\circ} 30' 35''$ East a distance of 356.27 feet to the point of beginning

And also excepting that part of lots 2 and 3 described as follows: Beginning at a point on the West line of Lot 2, 264.00 feet Northerly of the Southwest corner of Lot 2; thence North $89^{\circ} 47' 49''$ West a distance of 33.00 feet; thence due North on the West line of Lots 2 and 3 a distance of 911.89 feet; thence $89^{\circ} 50' 18''$ East a distance of 20.00 feet; thence due South on a line parallel with the West line of Lots 2 and 3 a distance of 476.51 feet; thence due East a distance of 13.00 feet; thence due South on a line parallel with the West line of Lot 2 a distance of 435.45 feet to the point of beginning

And also excepting that part described as follows: Beginning at the Southeast corner of said Lot 2, thence North $89^{\circ} 47' 15''$ West a distance of 369.71 feet along the South line of said Lot 3 to a point; thence North $00^{\circ} 00' 00''$ East a distance of 109.12 feet to a point; thence North $90^{\circ} 00' 00''$ West a distance of 165.28 feet to a point on the West line of said Lot 2; thence North $00^{\circ} 00' 00''$ East a distance of 117.50 feet along the West line of said Lot 2 to a point; thence North $90^{\circ} 00' 00''$ East a distance of 225.00 feet to a point; thence South $00^{\circ} 00' 00''$ West a distance of 36.50 feet to a point; thence North $90^{\circ} 00' 00''$ East a distance of 318.45 feet to a point on the East line of said Lot 2; thence South $02^{\circ} 32' 04''$ West a distance of 191.70 feet along the East line of said Lot 2 to the point of beginning.

(Containing 15.32 acres more or less)

R70... 02431

EXHIBIT B
 DECLARATION OF CONDOMINIUM OWNERSHIP
 AND OF
 EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS

OAK BROOK COLONY CONDOMINIUM

NIT NO.	PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS	UNIT NO.	PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS	UNIT NO.	PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS
✓ 1 ✓	.64924	✓ 50 ✓	.71114	✓ 99 ✓	.71114
✓ 2 ✓	.59973	✓ 51 ✓	.71114	✓ 100 ✓	.77303
✓ 3 ✓	.59973	✓ 52 ✓	.77303	✓ 101 ✓	.64925
✓ 4 ✓	.64924	✓ 53 ✓	.77303	✓ 102 ✓	.71114
✓ 5 ✓	.64924	✓ 54 ✓	.71114	✓ 103 ✓	.71114
✓ 6 ✓	.59973	✓ 55 ✓	.71114	✓ 104 ✓	.71114
✓ 7 ✓	.59973	✓ 56 ✓	.77303	✓ 105 ✓	.71114
✓ 8 ✓	.64924	✓ 57 ✓	.64925	✓ 106 ✓	.64925
✓ 9 ✓	.64925	✓ 58 ✓	.71114	✓ 107 ✓	.77303
✓ 10 ✓	.59973	✓ 59 ✓	.71114	✓ 108 ✓	.59973
✓ 11 ✓	.59973	✓ 60 ✓	.64925	✓ 109 ✓	.59973
✓ 12 ✓	.64925	✓ 61 ✓	.77303	✓ 110 ✓	.77303
✓ 13 ✓	.77303	✓ 62 ✓	.59973	✓ 111 ✓	.64925
✓ 14 ✓	.71113	✓ 63 ✓	.59973	✓ 112 ✓	.59973
✓ 15 ✓	.71113	✓ 64 ✓	.59973	✓ 113 ✓	.59973
✓ 16 ✓	.71113	✓ 65 ✓	.59973	✓ 114 ✓	.64925
✓ 17 ✓	.71113	✓ 66 ✓	.77303	✓ 115 ✓	.77303
✓ 18 ✓	.77303	✓ 67 ✓	.64925	✓ 116 ✓	.59973
✓ 19 ✓ <i>252 @ cov TRAIL</i>	.64925	✓ 68 ✓ <i>252 @ cov TRAIL</i>	.59973	✓ 117 ✓	.59973
✓ 20 ✓	.71114	✓ 69 ✓	.59973	✓ 118 ✓ <i>236 @ cov</i>	.77303
✓ 21 ✓	.71114	✓ 70 ✓	.64925	✓ 119 ✓	.77303
✓ 22 ✓	.64925	✓ 71 ✓	.77303	✓ 120 ✓	.71114
✓ 23 ✓	.77303	✓ 72 ✓	.71114	✓ 121 ✓	.71114
✓ 24 ✓	.59973	✓ 73 ✓	.71114	✓ 122 ✓	.77303
✓ 25 ✓	.59973	✓ 74 ✓	.77303	✓ 123 ✓	.64925
✓ 26 ✓	.77303	✓ 75 ✓	.77303	✓ 124 ✓	.71114
✓ 27 ✓	.77303	✓ 76 ✓	.71114	✓ 125 ✓	.71114
✓ 28 ✓	.71114	✓ 77 ✓	.71114	✓ 126 ✓	.64925
✓ 29 ✓	.71114	✓ 78 ✓	.71114	✓ 127 ✓	.64925
✓ 30 ✓	.77303	✓ 79 ✓	.71114	✓ 128 ✓ <i>234 @ cov</i>	.59973
✓ 31 ✓	.77303	✓ 80 ✓	.71114	✓ 129 ✓	.59973
✓ 32 ✓	.59973	✓ 81 ✓	.71114	✓ 130 ✓	.59973
✓ 33 ✓	.59973	✓ 82 ✓	.77303	✓ 131 ✓	.59973
✓ 34 ✓	.77303	✓ 83 ✓	.64925	✓ 132 ✓	.64925
✓ 35 ✓	.64925	✓ 84 ✓	.59973	✓ 133 ✓	.64925
✓ 36 ✓	.59973	✓ 85 ✓	.59973	✓ 134 ✓ <i>234 @ cov</i>	.71114
✓ 37 ✓	.59973	✓ 86 ✓	.59973	✓ 135 ✓	.71114
✓ 38 ✓	.64925	✓ 87 ✓ <i>234 @ cov</i>	.59973	✓ 136 ✓	.64925
✓ 39 ✓	.64925	✓ 88 ✓	.64925	✓ 137 ✓	.64925
✓ 40 ✓	.59973	✓ 89 ✓	.77303	✓ 138 ✓	.59973
✓ 41 ✓	.59973	✓ 90 ✓	.71114	✓ 139 ✓	.59973
✓ 42 ✓	.59973	✓ 91 ✓	.71114	✓ 140 ✓ <i>234 @ cov</i>	.64925
✓ 43 ✓	.59973	✓ 92 ✓	.77303	✓ 141 ✓	.64925
✓ 44 ✓	.64925	✓ 93 ✓	.64925	✓ 142 ✓	.59973
✓ 45 ✓	.77303	✓ 94 ✓	.59973	✓ 143 ✓	.59973
✓ 46 ✓	.59973	✓ 95 ✓	.59973	✓ 144 ✓	.64925
✓ 47 ✓	.59973	✓ 96 ✓	.64925	✓ 145 ✓	.77303
✓ 48 ✓	.77303	✓ 97 ✓	.77303	✓ 146 ✓	.59973
✓ 49 ✓	.77303	✓ 98 ✓	.71114	✓ 147 ✓	.59973
				✓ 148 ✓	.77303
					<u>100.00000%</u>

R 79-02074

6.

