

THIS DOCUMENT PREPARED BY
AND MAIL TO:

GRIFFIN & GALLAGHER
10001 S. ROBERTS ROAD
PALOS HILLS, ILLINOIS 60465

Laurie McPhillips 61P R 2005202322
Will County Recorder Page 1 of 61

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DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
BROOKSIDE EAST OF TINLEY PARK CONDOMINIUMS
AND DECLARATION OF BYLAWS
FOR THE BROOKSIDE EAST OF TINLEY PARK CONDOMINIUM ASSOCIATION
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

THIS DECLARATION is made this 4th day of February 2005, by State Bank of Countryside, not Individually, but as Trustee under Trust No. 00-2164 dated March 13, 2000, hereinafter referred to as "Declarant".

WITNESSETH:

- A. The Declarant is the holder of legal title to the following described parcel of real estate situated in the Village of Tinley Park, County of Will, State of Illinois:

LOT 13 & LOT C, IN BROOKSIDE PLACE PHASE THREE, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2004144789 IN WILL COUNTY, ILLINOIS.

PIN: 19-09-12-100-013-0000 (PIQ & OP)

P/A: 7710 BROOKSIDE GLEN DRIVE, TINLEY PARK, IL

- B. The Declarant desires and intends by this Declaration to submit the Property (as hereinafter defined) to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time.
- C. The Declarant further desires and intends by this Declaration to establish for its own benefit and for the benefit of all future owners and occupants of the Property, and each part thereof, certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof.
- D. The Property shall from and after the date of the recording of this Declaration Be known as BROOKSIDE EAST OF TINLEY PARK CONDOMINIUMS or such other name as may be subsequently adopted pursuant to the Act (as hereinafter defined) by the Board (as hereinafter defined).
- E. The Declarant desires and intends by this Declaration to declare that the 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 hereafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership, and to facilitate the proper administration of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Declarant, as the holder of legal title to the aforescribed real estate 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:

- A. Act means the Condominium Property Act of the State of Illinois, as amended from time to time.
- B. Additional land means the real estate legally described in Exhibit C attached hereto.
- C. Association means The BROOKSIDE EAST OF TINLEY PARK CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation.

- D. Balcony, Deck, Patio or Porch means the portion of the Limited Common Elements designated as a "balcony", "deck", "patio" or "porch" on the Plat, if any.
- E. Board means the Board of Directors of the Association.
- F. Building means all structures, attached or unattached, containing one or more Units constructed at any time on the parcel.
- G. Bylaws means the Bylaws of the Association which are set forth in this Declaration, as may be amended from time to time.
- H. Closing means the date on which title to a Unit Ownership is conveyed by the Declarant to a Purchaser.
- I. Common Elements means all portions of the Property except the Units, including the Limited Common Elements.
- J. Common Expenses means the proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
- K. Condominium Instruments means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including this Declaration, the Bylaws and the Plat.
- L. Declaration means this instrument by which the Property is submitted to the provisions of the Act, and all Exhibits attached to this instrument and all amendments to this instrument made from time to time pursuant to the provisions of this instrument.
- M. Developer means Blackwater Development Co., including any successor or successors to the entire interest of such party in the Property other than the purchaser of an individual Unit.
- N. Garage Space means each portion of the Limited Common Elements intended for the parking of one motor vehicle as designated on the plat, if any.
- O. Limited Common Elements means a portion of the Common Elements so designated in this Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units.

- P. Majority of Unit Owners means those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.
- Q. Occupant means a person in possession of a Unit regardless of whether such person is a Unit Owner.
- R. Parcel means the entire tract of land legally described on page 1 of this Declaration, submitted to the provisions of the Act.
- S. Parking Area means each portion of the Common Elements designated as a Parking Area on the Plat, if any.
- T. Parking Space means each portion of the Common Elements, the use of which may, or may not, be assigned, in accordance with the rules and regulations of the Association, in a fair and equitable manner, and intended for the parking of one motor vehicle.
- U. Person means a natural individual, corporation, partnership, Declarant or other legal entity capable of holding title to real property.
- V. Plat means the Plats of Survey attached to this Declaration as Exhibit "A" together with all authorized amendments thereto made from time to time pursuant to the provisions of this Declaration.
- W. Property means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including without limitation, the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.
- X. Purchaser means any Person other than the Declarant or the Developer who purchases a Unit in a bona fide transaction for value.
- Y. Reserves mean those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.

- Z. Storage Area means each portion of the Common Elements, the use of which may, or may not, be assigned, in accordance with the rules and regulations of the Association, in a fair and equitable manner and intended for storage of personal items.
- AA. Unit means a part of the property designated and intended for any type of independent use.
- BB. Unit Owner means the Person or Persons whose estates or interests individually or collectively, aggregate fee simple absolute ownership of a Unit.
- CC. Unit Ownership means a part of the Property consisting of one Unit and the undivided percentage interest in the Common Elements allocated thereto.
- DD. Voting Member means the person entitled to exercise all voting power in respect to a Unit Ownership.

ARTICLE II UNITS

- A. Description. All Units are delineated on the Plat and are listed on Exhibit B attached hereto. Each Unit consists of the space enclosed and bounded by the horizontal and vertical plans set forth in the delineation thereof on Exhibit A attached hereto as well as any pipes, ducts, flues, shafts, electrical wiring and conduits, and individual heating, cooling, and ventilation systems or equipment situated entirely within a Unit and serving only such Unit as well as each sleeve air-conditioner serving only such Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit A attached hereto. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit A attached hereto and every such description shall be deemed good and sufficient for all purposes.
- B. Combination of Units. No Unit Owner (other than the Declarant) shall by deed, plat, court decree or otherwise, combine or subdivide or in any other manner cause any Unit owned by such Unit Owner (other than the Declarant) to be separated into any tracts or parcels different from the whole Unit as shown on the Plat. Notwithstanding the foregoing, the Declarant shall have the right at any time and from time to time to combine any part or all of a Unit or Units owned by the Declarant for the purpose of increasing the size of a Unit or Units owned by the Declarant and eliminating or reducing the size of another Unit or other Units owned by the Declarant, and the Declarant shall have the right in connection therewith to, at the Declarant's own expense, locate or relocate Common Elements

affected or required by such combination.

- C. Certain Structures Not Constituting Part of a Unit. A Unit shall not include, any structural component of any of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through a Unit and forming a part of any system serving more than one Unit or the Common Elements, or any components of communication, master antenna, or refuse collection systems, if any, located in a Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Units.

ARTICLE III COMMON ELEMENTS

- A. Description. The Common Elements include, without limitation the land, foundation, walls, hallways, stairways, entrances and exits, lobby areas, parking areas, garage spaces, parking spaces, storage spaces, recreational facilities, mechanical equipment areas, basements, boilers, the boiler room, roofs, master television antenna systems, if any, (whether leased or owned), incinerator, if any, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), heating, cooling and ventilating systems (except those individual heating, cooling and ventilating systems or equipment situated entirely within a Unit and/or serving only such Unit and each sleeve air-conditioning serving only such Unit), public utility lines, structural parts of each of the Buildings, outside walks and driveways, landscaping and all other portions of the Property except the Units. Any reference to "Common Elements" appearing on the Plat shall be deemed solely for purposes of general information and shall not be limiting in any way.
- B. Ownership of Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner as set forth in Exhibit B attached hereto. The percentage of ownership interests set forth in such Exhibit B have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by a recorded amendment to this Declaration signed by the Declarant if the change in percentage of ownership interests is part of a subdivision or combination by the Declarant pursuant to Paragraph B of Article II of this Declaration of a Unit or Units owned by the Declarant, or signed by the persons and entities required under the provisions of this Declaration. Each of such ownership interests in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided

percentage of ownership in the Common Elements corresponding to any Unit shall be deemed, conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

- C. Limited Common Elements. The following portions of the Common Elements are hereby designated as Limited Common Elements: (i) the Balcony, Deck, Patio or Porch shown on the Plat adjoining a Unit, if any; (ii) the interior surface of all floors, walls and ceilings forming the boundaries of a Unit; and (iii) all doors, windows and glass in the walls forming the boundaries of a Unit, (iv) garage spaces will be assigned at the initial closing of each Unit by Deed.
- D. Use of Common Elements in General. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and the portions of the Property subject to leases made by the Declarant, the Developer or the Board and except for the Storage Areas and Parking Areas) in common with all other Unit Owners, as may be required for the purpose of access, ingress to, egress from, use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such right to use of Common Elements shall extend to not only each Unit Owner, but also to such Unit Owner's agents, servants, tenants, lessees, family members, customers, invitees and guests. Each Unit Owner, however, shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to any adjoining the Unit owned by such Unit Owner. Such rights to use the Common Elements and Limited Common Elements shall be subject to and governed by the provisions of the Act, the Condominium Instruments and the rules and regulations of the Board. In addition, subject to the provisions of the Condominium Instruments and the Act, the Board shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements. All income derived by the Board from leases, concessions or other sources shall be held and used for the benefit of the Association pursuant to such rules and regulations as the Board may adopt or prescribe.
- E. Disclaimer of Bailee Liability. Each Unit Owner shall be responsible for such Unit Owner's personal property located in any Storage Area. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, any Unit Owner, the Developer nor the Declarant shall be (i) considered a bailee of any personal property stored in the Common Elements (including without limitation, property located in the Storage Areas and vehicles parked in the Garage Spaces, Parking Spaces or Parking Areas) whether or not exclusive possession of any particular area shall be given to any Unit Owner for storage or parking purposes, or (ii) responsible for the security of such personal property or for any loss or damage thereto whether or not due to negligence.

ARTICLE IV
GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

- A. Submission of Property to the Act. The Property is hereby submitted to the provisions of the Act.
- B. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to the Unit Ownership owned by such Unit Owner without including therein both the interest in the Unit and the corresponding percentage of ownership in the Common Elements owned by such Unit Owner, 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.
- C. Easements.
1. Encroachments. In the event that (i) by reason of the construction, repair, reconstruction, settlement or shifting of any of the Buildings, 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 (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit 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 (iii) by reason of the design or construction of any utility, heating, cooling or ventilating systems, any pipes, ducts, flues, shafts, or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, then in any such case 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, or the Common Elements, as the case may be; provided, however, in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Unit Owners.

2. Easements for Utilities. SBC, Commonwealth Edison Company, Nicor Gas, and all other suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment in, to, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with Utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Declarant or the Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property over, under, along and on any portion of the Common Elements, and each Unit Owner and other Person having at any time any interest in the Property hereby grants to the Declarant an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner and other persons such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to the Declarant, the Developer, the Board and their respective representatives, employees and contractors to enter and work in any Unit to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, flues, shafts, conduits, public utility lines, components of the communications systems, if any, or structural components, which may run through or in the floor, ceiling or walls of or in a Unit.
3. Blanket Pedestrian Easement - Garage Spaces – Unit Owners. Pedestrians are hereby granted and reserved a perpetual non-exclusive easement for the purpose of reasonable ingress and egress over and upon the limited common element Garage Spaces for the purpose of transversing to and from their storage lockers, to and from their vehicles, to and from all refuse receptacles, to and from all doors, entranceways, and exits and for other reasonable purposes. Notwithstanding the foregoing, in the event the Limited Common Element Garage Spaces were to be separated by interior walls, then this paragraph is inapplicable.
4. Blanket Emergency Easement - Limited Common Elements – Unit Owners. Every Unit Owner is hereby granted and reserved a perpetual non-exclusive access easement to, through and across all Limited Common Elements in the event of a reasonable emergency.
5. Blanket Easement - Units & Limited Common Elements – Association. The Association is hereby granted and reserved a perpetual non-exclusive reasonable access easement to, through and across all Units and all Limited Common Elements for the purpose of maintenance and repair of the Common Elements and for other reasonable purposes.

6. Easements Reserved by the Declarant and Developer. The Declarant and Developer and each of their agents, employees, contractors, guests, invitees and licensees shall have the right and easement at all times to use the Common Elements (i) to perform any construction, maintenance, repair, renovation, restoration or rehabilitation of, in or under all or any part of the Property which the Declarant or Developer desires to perform (ii) for the purpose of selling, displaying or having ingress to and egress from one or more of the Units, and (iii) for the purpose of erecting, maintaining and displaying one or more of the signs desired by Developer. Nothing in this Declaration shall in any way affect, alter, modify, amend or terminate any Declaration of Easements signed by the Declarant and recorded prior to the recording of this Declaration.

7. Municipal Service Easements. Declarant hereby grants a perpetual, non-exclusive easement to the applicable governmental entity over the property to enforce all applicable laws, ordinances, regulations and statutes and for the purpose of providing notice and fire and police protection and such other municipal services as the Association may request and the applicable governmental entity may agree to furnish.

8. Easements to Run with Land. All easements and rights described in this Article IV are easements and rights appurtenant running with the land, and in perpetuity shall remain in full force and effect and inure to the benefit of each person and entity specified in this Article IV in whose favor such easement is granted, and be binding on the Property and each Unit Owner, purchaser, mortgagee and other Person having an interest in the Property or any part 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 Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees and fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V
COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

- A. Common Expenses. Each Unit Owner shall pay his proportionate share of the Common Expenses. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his percentage of ownership interest in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the Bylaws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the Unit Ownership of such Unit Owner as provided in the Act.
- B. Separate Mortgage. Each Unit Owner shall have the right, subject to the provisions of this Declaration, to make a separate mortgage or encumbrance on such Unit Owner's Unit Ownership. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof other than such Unit Owner's Unit Ownership.
- C. Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Owner on their individual Unit. In the event the Unit real estate taxes are not issued a separate real estate tax bill, then, in such case, the amount due from each Owner shall be allocated between each Owner and the Developer as follows and shall be determinative as to each Owners share whether or not said calculations are in conflict with the Assessors' calculations: (i) The vacant land estimated or final tax bill shall be determined by multiplying the current vacant land assessment by the most recent ascertainable state and local equalizer (vacant land portion) and by then dividing the vacant land portion of the tax bill by the number of Units in the applicable phase of the Development and by then dividing same by 365/366 to obtain the per diem (per diem), and by then multiplying the number of days the Developer and the Owner each owned the Unit to obtain the Developers and each Owners' vacant land share; (ii) The improvement estimated or final tax bill shall be allocated between the Owners only (not including the Developer who shall not be responsible for payment of any taxes assessed on an improvement basis) and shall be determined by multiplying (a) the full improvement assessment by each Unit Owner's percentage of ownership in the Common Expenses as set forth on Exhibit B attached hereto and by multiplying (b) the occupancy ratio determined by dividing the Unit Owner's percentage occupancy factor (the denominator of which is 365/366 and the nominator of which is the number of days the Unit Owner owned their Unit) by the assessors percentage occupancy factor to obtain each Owners' percentage share of the total improvement assessment (Owners Percentage) and each Owners Percentage shall be multiplied by the current improvement assessment multiplied by the most

recent ascertainable state and local equalizer (improved portion) to obtain each Owners improvement share. In the event the tax bill is assessed against more than one Unit, and in the further event an Owner fails to pay his/her share within a reasonable time after the tax bill is issued, the Association shall pay the outstanding tax bill and charge the cost thereof to such Owner as his/her personal obligation. Any real estate tax payment made by the Association shall be a continuing lien upon the nonpaying Owners' Unit in the aggregate amount of (i) the cost thereof, (ii) penalties and interest lawfully assessed by the County and (iii) reasonable attorneys' fees and any court or other costs incurred by the Association in connection therewith, which lien shall bind such Unit in the hands of such Unit Owner(s), their heirs, devisees, personal representatives, grantees and assigns. In the event the Owner does not fully repay the Association within 30 days after payment of their Units' real estate taxes, such lien may be foreclosed against the Unit and shall be enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided.

ARTICLE VI INSURANCE

- A. Type of Insurance. The Board shall have the authority to and shall obtain the following insurance for the Property:
1. Insurance on the Property, including the Units and the Common Elements, against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements, in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the full insurable replacement cost thereof. The "full insurable replacement cost" of the Property, including the Units and the Common Elements, shall be determined from time to time by the Board, which determination may be based upon appropriate insurance appraisals. Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements, Units, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. The cost of any and all such appraisals shall be Common Expenses;
 2. Comprehensive public liability and property damage insurance against claims for personal injury of death or property damage suffered by the public or by any Unit Owner occurring in, on or about the Property, such public liability and property damage insurance to afford protection to such limits as the Board shall deem desirable but in no event for less than Five Hundred Thousand

(\$500,000.00) Dollars with respect to liability for personal injury or property damage arising out of a single accident;

3. Such worker's compensation insurance as may be necessary to comply with applicable laws;
4. Employer's liability insurance in such amount as the Board shall deem desirable;
5. A fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Unit Owners in such amount as the Board shall deem desirable; and
6. Such other insurance (including insurance with respect to officers' and directors' liability) in such reasonable amounts as the board shall deem desirable. The premiums for the above described insurance shall be Common Expenses. All of such insurance shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois.

B. Named Insureds. All policies of insurance of the character described in subparagraphs 1 and 2 of the preceding Paragraph A (i) shall name as insured the Declarant, so long as it has an insurable interest, and the Board of Trustees for the Unit Owners in the percentages established in Exhibit B to this Declaration and shall also name as insured the Insurance Trustee (as hereinafter defined) as the respective interests of all of such insureds may appear (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Unit, (iii) shall provide that, notwithstanding any provisions 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 Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (iv) 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, and (v) shall contain an endorsement or clause, if available, whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board or its members, the Declarant, Developer, the managing agent, each of their respective employees and agents, and the Unit Owners and Occupants. Policies of insurance of the character described in subparagraph 1 of the preceding Paragraph A may contain an endorsement extending coverage so as to include the payment of Common

Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in subparagraphs 1 and 2 of the preceding Paragraph A, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

- C. Named Insureds. All policies of insurance of the character described in subparagraphs 2, 3, 4, 5 and 6 of the preceding Paragraph A shall name as insureds each Unit Owner and their spouses (but as to the insurance described in such subparagraph 2 only with respect to those portions of the Property not reserved for their exclusive use) the Mortgagees, the Declarant, the Developer, the Association, the Board and its managing agent. In addition, all policies of insurance of the character described in such subparagraph 2 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Declarant, Developer, the managing agent, their respective employees and agents and the Unit Owners and Occupants and shall cover claims of one or more insured parties against other insured parties.
- D. Premium Payment. The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums on the policies of insurance described in the preceding paragraph A at least thirty (30) days prior to the expiration dates of the respective policies and shall notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.
- E. Payment of Loss. The Loss, if any, under any policies of insurance of the character described in subparagraphs 1 and 2 of the preceding Paragraph A shall be applied and disbursed, as follows:
1. To the Board, as Declarant for each of the Unit Owners in their respective percentage of ownership in the Common Elements as established in this Declaration, in the case of any one loss, of Fifty Thousand (\$50,000.00) Dollars or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage of destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, free from vendor's, mechanic's, materialman's and other similar liens; or

2. In the case of any loss exceeding Fifty Thousand (\$50,000.00) Dollars in the aggregate, then the insurance proceeds shall be paid to the State Bank of Countryside, which corporation is hereby designated by the Developer to act as Trustee for the Board (the "Insurance Trustee") pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this subparagraph 2. If the State Bank of Countryside its successor appointed pursuant hereto) shall fail or cease for any reason to act as the Insurance Trustee, then the Board shall, pursuant to the Act, appoint as successor Insurance Declarant a corporation qualified to accept and execute trusts in the State of Illinois and having a capital of not less than Five Million (\$5,000,000.00) Dollars. Such proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each unit and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

F. Unit Owner's Insurance. Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the policies of Owners as above provided. All policies of casualty insurance carried by each Unit Owner shall be without contribution as respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided.

- G. Improvements to Units. Each Unit Owner shall be required to report all additions or alterations to this Unit promptly in writing to the Board, without prior request from the Board or the management agent, and to reimburse the Board for any additional insurance premiums attributable thereto, and each Unit Owner shall be responsible for any deficiency in any insurance loss recovery which results from such Unit Owner's failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Unit Owner shall make such report and request to the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Unit Owner to do so, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. "Additions" or "alterations" shall mean property attached to the Unit and not readily removable without damage to the Unit, including but not limited to, carpeting, special flooring, special wall covering and paneling. The insurance coverage described in this Paragraph G shall not be deemed to include personal property owned by the Unit Owner and not attached to the Unit.
- H. Release. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the Declarant, Developer, the manager and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Unit 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.
- I. Cancellation of Insurance. The Board shall be responsible if any insurance required under subparagraphs 1, 2 or 3 of the preceding Paragraph A is cancelled, for serving notice of such cancellation upon each insured thereunder.

ARTICLE VII ADMINISTRATION

- A. Association. The Association has been formed or will be formed as a not-for-profit corporation under the General Not-For-Profit Act of the State of Illinois and has the name THE BROOKSIDE EAST OF TINLEY PARK CONDOMINIUM ASSOCIATION. The Association shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration and operation of the Common Elements (other than the Limited Common Elements except as set forth in Article VIII, Paragraph C) and for the other purposes specified in this Declaration. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner and upon the transfer of his Unit Ownership the new Unit Owner succeeding to such Unit Ownership shall likewise

succeed to such membership in the Association. The Association may issue certificates evidencing membership therein and shall have only one class of membership.

- B. Administration. The administration of the Property shall be vested in the Board of Directors of the Association which shall consist of no less than three (3) persons who shall be elected in the manner set forth in the Bylaws; provided, however, that, notwithstanding anything to the contrary set forth in this Declaration, during the period commencing on the date of this Declaration and ending upon the qualification of the directors elected at the initial meeting of the Voting Members, the Board shall consist of three (3) persons who shall be designated and elected by Developer. The Board of Directors of the Association shall be deemed to be the Board of Managers for the Unit Owners referred to in the Act. Except for the directors so designated by Developer;
1. Each member of the Board shall be one of the Unit Owners and shall reside on the Property; provided, however, if a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity or any beneficiary of any such trust shall be eligible to serve as a member of the Board so long as such agent or beneficiary resides on the Property, and
 2. If a member of the Board fails to meet such qualifications during such member's term, such member shall thereupon cease to be a member of the Board and such member's place on the Board shall be deemed vacant.
- C. Duties and Powers of the Association. The duties and powers of the Association and Board shall be those set forth in the Articles of Incorporation of the Association and this Declaration (including the Bylaws); provided, however, the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, the Bylaws and such Articles of Incorporation, on the other hand.
- D. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question or interpretation of application of this Declaration or the Bylaws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

- E. Liability of the Board. Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board, and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connections with the defense of any claim, action, suit or proceedings, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board of officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, 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 of interest of all Unit Owners in the Common Elements. Every agreement made by the Board or by the managing agent on behalf of the Unit Owners shall provide that members of the Board or the managing agent, as the case may be, are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit 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 Unit Owners in the Common Elements.

ARTICLE VIII
MAINTENANCE, ALTERATIONS AND DECORATING

- A. Maintenance, Repairs and Replacements by Unit Owner. Except as required by the Act or otherwise provided in this Declaration, each Unit Owner, at such Unit Owner's sole cost and expense, shall provide and be responsible for all maintenance, repair and replacement required to keep in good condition (i) the Unit owned by such Unit Owner, (ii) all refrigerators, ranges, ovens, dishwashers, air conditioning units, appliances and heating, lighting, plumbing and electrical fixtures and equipment situated within such Unit and/or serving only such Unit, and (iii) that portion of the Limited Common Elements assigned to each Unit.
- B. Maintenance, Repair and Replacement by the Board. The Board shall provide and be responsible for all maintenance, repair and replacement required to keep in good condition the Common Elements other than the Limited Common Elements. The cost and expenses of the maintenance, repair and replacement of the Common Elements (other than the Limited Common Elements) and the cost and expense of the maintenance, repair and replacement of the Limited Common Elements, if any, which the Board elects to maintain, repair or replace shall be part of the Common Elements.
- C. Maintenance, Repair and Replacement of the Limited Common Elements by the Board. The Board shall provide for and be responsible for all maintenance, repair and replacement required to keep in good condition the Limited Common Element Garage Spaces assigned to a Unit by Deed.
- D. Payment of Mechanic's Lien Claims by the Board. The Board may cause to be discharged any mechanic's lien or other encumbrance which arises from labor or material furnished or supplied after the date of this Declaration and which, in the opinion of the Board, may constitute a lien against the Property and/or the Common Elements, rather than a lien against a particular Unit Owner Ownership. If all of the Unit Owners are responsible for the existence of any such lien against the Property and/or the Common Elements, the amount paid by the Board to discharge such lien and costs and expenses (including attorney's fees) incurred by reason of such lien shall be part of the Common Expenses. If less than all the Unit Owners are responsible for the existence of any such lien against the Property and/or the Common Elements, the Unit Owners responsible for such lien shall be jointly and severally liable for the amount necessary to discharge such lien and the costs and expenses (including attorney's fees) incurred by reason of such lien.

- E. Board's Election to Repair Unit. Whenever the Board shall determine, in its discretion, that any maintenance, repair or replacement of any portion of any Unit or the Limited Common Elements which the Unit Owner of such Unit is required to maintain, repair or replace pursuant to Paragraph A above is necessary to protect (i) the portion of the Common Elements which the Board is required or has elected to maintain, repair or replace under this Declaration, or (ii) any other portion of the Property, the Board may cause a written notice of the necessity for such maintenance, repair or replacement to be served by delivering a copy thereof to any Occupant of such Unit, or by mailing the same by certified mail addressed to the Unit Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance, repair or replacement within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance, repair or replacement to be performed at the cost and expense of such Unit Owner.
- F. Damage Caused by a Unit Owner. If, due to the act or neglect of a Unit Owner, a member of his family, a guest, agent, employee, invitee, tenant or other Occupant or visitor of such Unit Owner, (i) damage shall be caused to any portion of the Common Elements which the Board is required or has elected to maintain, repair or replace, such Unit Owner, promptly upon demand by the Board, shall reimburse the Board for the amounts paid by the Board to repair such damage, or (ii) damage shall be caused to any Unit or other portion of the Property which a Person other than such Unit Owner is required to maintain, repair or replace, such Unit Owner, promptly upon demand by such Person, shall reimburse such person for the amounts paid by such Person to repair such damage.
- G. Authority of Board. The Board shall have authority to take, or refrain from taking, any action pursuant to this Article VIII. Nothing in this Article shall be construed to impose a contractual liability on the Board for maintenance repair or replacement, and the Board's liability shall be limited to damages resulting from negligence. All expenses which, pursuant to this Article VIII, are chargeable to any Unit Owner may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.
- H. Improvements by a Unit Owner. No alteration of any Common Elements or any additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board. Any Unit Owner may make alterations, additions, and improvements within the Unit owned by such Unit Owner after written notice to the Board and without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements. Nothing shall be done in any Unit, or in, on or to the Common Elements, which will impair the structural integrity of any of the Buildings or which would structurally change any of the Buildings. Notwithstanding anything to the contrary set forth in this Paragraph G, no

Unit Owner may make any modification to or tamper with any master television outlet in any Unit owned by such Unit Owner, and no Unit Owner may make any connection to any such outlet unless such connection is approved by the Board and the Unit Owner pays a fee specified by the Board for such connection.

- I. Decorating. Each Unit Owner shall furnish and be responsible for, at such Unit Owner's sole cost and expense, all of the decorating within such Unit Owner's Unit and all of the decorating of the Limited Common Elements adjoining such Unit, including without limitation painting, wall papering, washing of the interior surfaces of windows, balcony doors and other glass, other cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. Notwithstanding the foregoing, the use of and the covering of the surfaces of windows, whether by draperies, shades or other items visible on the exterior of any of the Buildings and the use and decorating of balconies shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than the Limited Common Elements) and any redecorating of Units caused by maintenance, repair or replacement work on any of the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses.

ARTICLE IX CONDOMINIUM ASSOCIATION ARBITRATION AGREEMENT

The homeowners of BROOKSIDE EAST OF TINLEY PARK CONDOMINIUM ASSOCIATION hereby agree that a arbitration process will be used by the residents of this condominium in the case of a property owner's dispute. The arbitrator in these disputes will be American Arbitration Association and all homeowner's hereby acknowledge that the decision reached by American Arbitration Association will be binding on all property owners. Further, it is agreed that any and all disputes submitted to this arbitration process will be settled within 60 days of initial submission to the arbitrator. We hereby agree and represent that this Arbitration Agreement is hereby binding on current or future owners of this association.

ARTICLE X
DAMAGE, DESTRUCTION, CONDEMNATION
AND RESTORATION OF PROPERTY

- A. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, 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 therefore; provided, however, that in the event when one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided in Article XI hereof or to withdraw the Property from the provisions of this Declaration and from the provisions of the 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 Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto, after first paying out of the share of each Unit Owner the amount of any unpaid liens of his Unit, in the order of the priority of such liens.
- B. Insufficient Insurance.
1. If the Insurance proceeds are insufficient to reconstruct the Property and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Property within one hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.
 2. In the case of damage or other destruction in which fewer than one-half (2) of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths (3/4ths) of the Unit Owners voting at a meeting called for that purpose, the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting, the Board or its representative shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

3. In the case of damage or other destruction, upon affirmative vote of not fewer than three-fourths (3/4ths) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a 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 payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on 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. Any proceeds available from the withdrawal of any Limited Common Elements, will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

C. Eminent Domain. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal from the provisions of the Act of such portion so taken may be made by the Board. Upon the withdrawal of any unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a 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 allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award 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. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

- D. Repair, Restoration or Reconstruction of the Improvements. As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE XI SALE OF THE PROPERTY

At a meeting duly called for such purpose, the Unit Owners by affirmative vote of Voting Members having at least ninety percent (90%) of the total vote, 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 any Unit entitled to notice under this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit 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 Unit 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 an appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may select a qualified appraiser, experienced in the appraisal of condominium units in the Chicago, Illinois Metropolitan Area and the two, so selected, shall select a third appraiser, experienced in the appraisal of condominium units in the Chicago, Illinois Metropolitan Area 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. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share of said cost shall be a Common Expense.

ARTICLE XII ADD-ON CONDOMINIUM

- A. Additional Land. The Trustee and Developer reserve the right and option at any time and from time to time, within a period of seven (7) years after the date of the recording of the Declaration in the office of the Will County, Illinois Recorder, to add-on and annex to the Property, all or any portion of the Additional Land, and in connection therewith to reallocate percentage interests in the Common Elements as hereinafter described, by recording an amendment or amendments to this Declaration executed solely by the Trustee (each such instrument being hereinafter referred to as "Amendment to Condominium Declaration") which shall set forth the legal description of the additional parcel or parcels within the

Additional Land to be annexed to the Property and which shall otherwise be in compliance with the requirements of the Act. Upon the recording of each such Amendment to Condominium Declaration, the additional parcel or parcels therein described shall be deemed submitted to the Act and governed in all respects by the provisions of the Condominium Instruments and shall thereupon become part of the Property. No portion or portions of the Additional Land shall be subject to any of the provisions of the Condominium Instruments unless and until an Amendment to Condominium is recorded annexing such portion or portions to the Property as aforesaid. The Unit Owners shall have no rights whatsoever in or to any portion of the Additional Land, unless and until an Amendment to Condominium Declaration is recorded annexing such portion to the Property as aforesaid. Upon the expiration of said 7-year period, no portions of the Additional Land which have not theretofore been made part of or annexed to the Property shall thereafter be annexed to the Property. No portions of the Additional Land must be added to the Property. Portions of the Additional Land may be added to the Property at different time within such 7-year period. Except as may be required by applicable laws and ordinances, there shall be no limitations (i) on the order in which portions of the Additional Land may be added to the Parcel, (ii) fixing the boundaries of these portions, or (iii) on the location of improvements which may be made on the Additional Land. Structures, improvements, buildings and units to be constructed on portions of the Additional Land which are added to the Property need not (except to the extent required by applicable laws and ordinances) be compatible with the configuration of the Property in relation to density, use, construction and architectural style. Subject to any limitation imposed by applicable laws and ordinance, the maximum number of Units which may be created on the Additional Land shall be Forty Eight (48) Units; provided, however, such maximum number of Units shall be increased as may be allowed by applicable laws and ordinances. In all cases in which the Developer or Trustee exercised the option to add part of the Additional Land to property, the contracts for the construction and delivery of such part of the Additional Land shall contain a date for the completion and delivery of such part of the Additional Land to be constructed.

B. Amendments to Condominium Declaration. Each Amendment to Condominium Declaration shall include:

1. An amendment to the legal description on the first page of this Declaration which shall add to the legal description of the Parcel that portion or portions of the Additional Land annexed to the Property;
2. An amendment to the Plat (Exhibit A attached hereto) which shall show the boundaries of the portion or portions of the additional Land annexed to the Parcel, and delineating and describing the Units constructed or to be constructed on the portions of the annexed Additional Land;

3. An amendment to Exhibit B attached hereto which shall set forth the amended percentages of ownership interest in the Common Elements, including the Common Elements attributable to those portions of the Additional Land annexed to the Property, allocable to each Unit, including all existing Units and additional Units added by such Amendment to Condominium Declaration; and
4. An amendment to Exhibit C, attached hereto, shall subtract from the legal description of the Additional Land those portions of the Additional Land annexed to the Property by such amendment to Condominium Declaration.

C. Determination of Amendments to Percentages of Ownership Interest in Common Elements. The percentages of ownership interest in the Common Elements allocable to each Unit, as amended by each Amendment to Condominium Declaration, shall be determined as follows:

1. The Common Elements, as amended by such Amendment to Condominium Declaration, shall be deemed to consist of the Common Elements as existing immediately prior to the recording of such Amendment to Condominium Declaration (the "Existing Common Elements") and the Common Elements added by such Amendment to Condominium Declaration (the "Added Common Elements")
2. The Units, as amended by such Amendment to Condominium Declaration, shall be deemed to consist of the Units as existing immediately prior to the recording of such Amendment to Condominium Declaration (the "Existing Units") and the Units added by such Amendment to Condominium Declaration (the "Added Units");
3. The value of each of the Added Units (which value shall be determined by Developer) shall be added to the value of each of the Existing Units (which value shall be determined by Developer) and the total of all of such values shall be deemed to be the new value of the units as a whole. Each of such values shall be determined by Developer as of the date of recording each Amendment to Condominium Declaration and each of such values determined by Developer shall be unconditionally binding and conclusive for all purposes notwithstanding the sale price of any Unit or Units;
4. The percentage of ownership interest in the entire Common Elements (both the Existing Common Elements and the Added Common Elements) to be allocated to each of the Units (both the Existing Units and the Added Units) shall be computed by dividing the value of such Unit (as determined by Developer as described in the preceding subparagraph 3) by the value of the

Units as a whole (as determined by Developer as described in the preceding subparagraph 3);

5. The Existing Units shall be entitled to their respective percentages of ownership interest in the Common Elements, as set forth in such Amendment to Condominium Declaration, in the Added Common Elements and in the Existing Common Elements;
 6. The Added Units shall be entitled to their respective percentages of ownership interest in the Common Elements, as set forth in such Amendment to Condominium Declaration, in the Added Common Elements and in the Existing Common Elements;
 7. All of the provisions of the Condominium Instruments, as amended by each successive Amendment to Condominium Declaration, shall be deemed to apply to all of the Units (both the Added Units and the Existing Units) and to all of the Common Elements (both the Added Common Elements and the Existing Common Elements); and
 8. The recording of an Amendment to Condominium Declaration shall not alter or affect the amount of any lien for Common Expenses due from the Unit Owner or any Existing Unit prior to such recording, nor the respective amounts theretofore assessed to or due from Unit Owners of Existing Units for Common Expenses or other assessments.
- D. Existing Mortgage. Upon recording of each Amendment to Condominium Declaration, the lien of each mortgage encumbering an Existing Unit, together with its appurtenant percentage of ownership interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended to encumber such Unit and the respective percentage of ownership interest in the Common Elements for such Existing Unit as set forth in such Amendment to Condominium Declaration, and the lien of such mortgage shall automatically attach to such percentage interest in the Added Common Elements.
- E. Binding Effect. Each Unit Owner and each mortgagee, grantee, heir, administrator, executor, legal representative, successor and assign of such unit Owner, by such person's or entity's acceptance of any deed or mortgage or other interest in or with respect to any Unit Ownership, shall be deemed to have expressly agreed and consented to (i) each and all of the provisions of this Article XII, (ii) the recording of each Amendment to Condominium Declaration which may amend and adjust such person's or entity's respective percentage of ownership interest in the Common Elements including the Existing common Elements and the Added Common Elements from time to time as provided in this Article XII, and (iii) all of the provisions of each Amendment to Condominium Declaration

which may hereafter be recorded in accordance with the provisions of this Article XII. The acceptance by any of such persons or entities of any deed, mortgage or other instrument with respect to any Unit Ownership shall, in addition to the foregoing, be deemed to constitute a consent and agreement to and acceptance and confirmation by such person or entity of each of the following provisions as though fully set forth in such deed, mortgage or other instrument:

1. The percentage of ownership interest in the Common Elements appurtenant to such Unit shall automatically be deemed reconveyed effective upon the recording of each Amendment to Condominium Declaration and reallocated among the respective Unit Owners in accordance with the amended and adjusted percentage set forth in each such Amendment to Condominium Declaration;
2. Such deed, mortgage or other instrument shall be deemed given upon a conditional limitation to the effect that the percentage of ownership interest in the Common Elements appurtenant to such Unit shall be deemed divested pro tanto upon the recording of each such Amendment to Condominium Declaration and revested and reallocated among the respective Unit Owners in accordance with the amended and adjusted percentages set forth in each such Amendment to Condominium Declaration;
3. To the extent required for the purposes of so amending and adjusting such percentages of ownership interest in the Common Elements as aforesaid, a right of revocation shall be deemed reserved by the Grantor of such deed, mortgage or other instrument with respect to such percentage of ownership interest in the Common Elements granted therein;
4. Such adjustments in the percentages of ownership interest in the Common Elements, as set forth in each such Amendment to Condominium Declaration shall be deemed to be made by agreement of all Unit Owners and other Persons having any interest in the Property, and shall also be deemed to be an agreement of all Unit Owners and such other Persons to such changes within the contemplation of the Act; and
5. Each Unit Owner by acceptance of the deed conveying his Unit Ownership agrees for himself and all those claiming under him, including mortgagees, that the Condominium Instruments and each Amendment to Condominium Declaration is and shall be deemed to be in accordance with the Act.

ARTICLE XIII
BYLAWS

The provisions of the following Articles XIII, XIV, XV, XVI and XVII shall constitute the Bylaws of the Association and the Bylaws prescribed by the Act.

ARTICLE XIV
BOARD OF DIRECTORS

- A. In General. The direction and administration of the Property shall be vested in the Board of Directors of the Association which shall consist of no less than three (3) persons who shall be elected in the manner set forth in the Bylaws; provided, however, that notwithstanding anything to the contrary set forth in these Bylaws, during the period commencing on the date of this Declaration and ending upon the qualification of the Directors elected at the initial meeting of the Voting Members, the Board shall consist of three (3) persons who shall be designated and selected by Developer. Except for the Directors so designated and selected by Developer:
- i. Each member of the Board shall be one of the Unit Owners and shall reside on the Property, provided, however, if a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity or any beneficiary of any such trust shall be eligible to serve as a member of the Board so long as such agent or beneficiary resides on the Property, and
 - ii. If a member of the Board fails to meet such qualifications during such member's term, such member shall thereupon cease to be a member of the Board and such member's place on the Board shall be deemed vacant.
- B. Election of Board Members at the Initial Meeting At the initial meeting of the Voting Members, the Voting members shall elect the Board consisting of not less than three (3) nor more than eight (8) members, in accordance with the terms of the Illinois Not-For-Profit Act. In all elections for members of the Board, each Voting member shall be entitled to vote on a noncumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting of the Voting Members shall serve until the first annual meeting of the Voting Members. At the first annual meeting of the Board no less than three (3) nor more than eight (8) members shall be elected in accordance with the terms of the Illinois Not-For-Profit Act. 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 one (1) year each. The Voting Members having at least two-thirds (2/3rds) of the total vote may increase or decrease such number of persons on the Board or may increase

or decrease the term of office of Board members at any annual or special meeting, provided that (i) the number of Directors shall be within the variable range of not less than three (3) nor more than eight (8) members, (ii) the terms of at least one-third (1/3) of the persons on the Board shall expire annually, and (iii) no Board member or officer shall be elected for a term of more than two (2) years but Board members or officers may succeed themselves. Members of the Board (including without limitation those members designated by Developer) shall receive no compensation for their services. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by majority vote of the remaining members thereof, except that a vacant position of the Board last filled by a person appointed by the Developer shall be filled by a person appointed by the Developer. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director he succeeds. Except as otherwise provided in this Declaration, the property shall be managed by the Board and Board shall act by majority vote of those present at its meeting when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt provided, however, that (i) each Unit Owner shall be entitled to notice in the same manner as provided in these Bylaws of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of any assessment, and (ii) the Board shall meet no less than four (4) times each year. A majority of the total number of members on the Board shall constitute a quorum.

- C. Officers. The Board shall elect from among its members for the term of one (1) year (i) 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 be designated to mail and receive all notices and execute all amendments hereto on behalf of the Board of the Association as provided herein and in the Act, (ii) a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of the Secretary, (iii) a Treasurer to keep the financial records and books on account, and (iv) such additional officers as the Board shall see fit to elect. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by a vote of two-thirds (2/3rds) of the total membership of the Board at a special meeting thereof.
- D. Removal. Except for directors designated by Developer, any Board member may be removed from office, at any time after the election of directors at the initial meeting of Voting Members by affirmative vote of the Voting Members having at least two-thirds (2/3rds) of the total votes, 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, any subsequent annual meeting or any

subsequent special meeting called for that purpose.

- E. Notice to Members of Board of Meeting. Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than five (5) days prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice. The Board shall meet at least four (4) times annually, on the first Mondays of February, May, August and November, and at such other times as the Board deems necessary.
- F. Notice to Unit Owners. All meetings of the Board shall be open to attendance by any Unit Owner and notices of such meeting shall be mailed not later than forty-eight (48) hours prior to such meetings unless a written waiver of such notice is signed by the Unit Owner entitled to such notice prior to the convening of such meeting; and copies of said Notice of Meeting shall be posted in entrance ways and other conspicuous places in condominium.
- G. Delivery of Documents by Developer. Within sixty (60) days following the election of a majority of members of the Board other than those members designated by Developer, the Developer shall deliver to the Board the following:
1. All original documents pertaining to the Property and its such as this Declaration, the Articles of Incorporation for the Association, a minute book containing the minutes of any meetings held by the Association and any rules and regulations governing the Property;
 2. A detailed accounting by the Developer setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property;
 3. Any Association funds on hand which shall at all times be segregated from any other funds of the Developer; and
 4. A schedule of all personal property, equipment and fixtures owned by the Association, including documents such as invoices or bills of sale, if available, evidencing transfer of title to such property.
- H. General Powers of the Board. The powers and duties of the Board shall include, but shall not be limited to, the following matters:
1. Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements and the Limited Common Elements as set forth in Article VIII, Paragraph C;
 2. Preparation, adoption, and distribution of the annual budget for the Property;

3. Levying of assessments;
4. Collection of assessment from Unit Owners;
5. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements and the Limited Common Elements set forth in Article VIII, Paragraph C;
6. Obtaining adequate and appropriate kinds of insurance;
7. Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it;
8. Adoption and amendment of rules and regulations covering the details of the operation and use of the property;
9. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
10. To have access to each Unit and to the Limited Common Elements from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit(s) or to the Limited Common Element(s);
11. To record the dedication of a portion of the common elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners.
12. To record the granting of an easement for the laying of cable television cable where authorized by the unit owners, to obtain if available and determined by the Board to be in the best interests of the Association, cable television service for all of the units of the condominium on a bulk identical service and equal cost per unit basis, and to assess and recover the expense as a common expense and, if so determined by the board, to assess each and every unit on the same equal cost per unit basis.
13. To reasonably accommodate the needs of a handicapped unit owner as required by the Federal Civil Rights Act of 1968, as amended, the Human Rights Act and any applicable local ordinances in the exercise of its powers with respect to the use of common elements or approval of modifications in an individual unit.

14. To impose charges for late payments of a Unit Owners proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, By-laws and rules and regulations of the Association. The collection of assessments or other charges authorized herein from unit owners by an association, board of managers or their duly authorized agents shall not be considered acts constituting a collection agency for purposes of the Federal Debt Collections Practices Act.
15. To pay for water, waste removal, other operating expenses, electricity, telephone, and other necessary utility service for the Common Elements (other than the Limited Common Elements);
16. To pay for landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair, and replacement of the Common Elements and the Limited Common Elements set forth in Article VIII, Paragraph C and such furnishings and equipment for the Common Elements and Limited Common Elements set forth in Article VIII, Paragraph C as the Board shall determine are necessary or proper, and the Board shall have exclusive right and duty to acquire the same for the Common Elements and the Limited Common Elements set forth in Article VIII, paragraph C;
17. To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or Bylaws of which, in its opinion, shall be necessary and proper for the maintenance and operation of the Property, as a first-class condominium development or for the enforcement of the Board's rules and regulations;
18. To pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Property or any part thereof which first arises after the date of this declaration and 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 Unit Owners. Where one or more Unit 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 Unit Owners;
19. To maintain and repair 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 the Property, and the Unit Owner of such 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 mailed or delivered by the

Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair;

20. The Board or its agent, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board as a Common Expense;
21. The Board's powers hereinabove enumerated and described in this Declaration shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements or to the Limited Common Elements as set forth in Article VIII, Paragraph C (other than for purposes of replacing or restoring portions of the Common Elements or Limited Common Elements in accordance with the provisions of this Declaration) requiring an expenditure in excess of Two Thousand Five Hundred Dollars (\$2,500.00) without in each case the prior approval of Voting Members having two-thirds (2/3rds) of the total votes;
22. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers or agent or agents of the Board 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 counter-signed by the president of the Board;
23. The Board may adopt such reasonable rules and regulations which are not inconsistent with this Declaration and which the Board deems advisable for the maintenance, administration, management, operation, use, conservation, and beautification of the property, and for the health, comfort, safety, and general welfare of the Unit Owners and Occupants. Written notice of such rules and regulations shall be given to all Unit Owners and Occupants, and all Unit Owners and Occupants shall at all times be subject to and comply with such rules and regulations and the entire Property shall at all times be maintained subject to such rules and regulations;
24. The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board and the Board may retain the services of any accountant and attorney. Any agreement for professional management of the condominium project, or any other contract providing for services of the developer, sponsor, or builder, may not exceed three years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on 90 days or less written notice;

25. Nothing hereinabove contained shall be construed to give the Board, the Association, or the Unit Owners authority to conduct an active business for profit on behalf of all the Unit Owners or any of them;
26. To pay real property taxes, special assessments and any other special taxes or charges, of the applicable governmental entity, the County of Will, the State of Illinois, the Internal Revenue Service or of any political subdivision thereof, or other lawful taxing or assessing body, which are assessed or levied upon the Real Property of the Condominium.
27. Upon authorization by the affirmative vote of not less than a majority of the Voting members at a meeting duly called for such purposes, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as Common Expenses.

ARTICLE XV
MEMBERS (UNIT OWNERS)

- A. Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such Voting Member shall be the Unit Owner or one of the Persons included in the Unit Owner of a Unit Ownership or the beneficiary or one of the beneficiaries of a land trust which is a Unit Owner or some person (who need not be a Unit Owner) designated by such Unit Owner or beneficiary or beneficiaries to act as proxy on behalf of such Unit Owner or beneficiary or beneficiaries. Such designations 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 Unit Owner. Any or all of the Persons included in the Unit Owner of a Unit Ownership, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member of the Unit Ownership may vote or take any other action as a Voting Member either in person or by proxy. The total number of votes of all Voting Members shall be 100, and each Unit Owner shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to such Unit Owner's Unit Ownership as set forth in Exhibit B attached hereto. The Developer shall designate the Voting Member with respect to any Unit Ownership owned by the Trustee. The association shall have one class of membership only and nothing contained in the Condominium Instruments shall

permit or allow different classes of membership among the Unit Owners.

- B. Quorum. Meetings of the Voting Members shall be held at the Property or at such other place in Will County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Voting Members of at least a majority of the Voting Members and Voting Members having at least a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, 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 having a majority of the total voters represented at such meeting.
- C. Initial and Annual Meetings. The initial meeting of the Voting Members shall be held upon not less than twenty-one (21) days' written notice given by the Trustee or Developer, but in any event, the initial meeting of the Voting Members shall be held not later than sixty (60) days after a conveyance by the Trustee or Developer of 75% of the Units or three (3) years after the recording of this Declaration, whichever is earlier. After the initial meeting of the Voting Members, there shall be an annual meeting of the Voting Members on the First Wednesday of November following such initial meeting and on the first Wednesday of each succeeding November 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 or more than thirty (30) days prior to the date fixed for said meeting.
- D. 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 the president of the Board, a majority of the Board, or by the Voting Members have 20% of the total votes and delivered not less than ten (10) days or 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. Matters to be submitted at special meeting of the Voting Members shall first be submitted to the Board, at least ten (10) days prior to the special meeting, who shall then submit the matters to the Voting Members.
- E. Notice of Meetings. Notices of meetings required to be given under this Declaration may be delivered either personally or by mail to the person entitled to vote thereat, addressed to each such person at the address given by such person to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board, provided that any such notice shall be delivered no less than ten (10) days and no more than thirty (30) days prior to the date fixed for such

meeting and such notice shall state the date, time, place and purpose of such meeting.

- F. Miscellaneous. No merger or consolidation of the Association, no sale, lease, exchange, mortgage, pledge, or other disposition of all, or substantially all of the property and assets of the Association, and no purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3rds) of the votes of Unit Owners, unless a greater percentage is otherwise provided for in this Declaration. At any time, in the event that thirty percent (30%) or less of the total number of Units control in excess of fifty percent (50%) of the total votes of the Association, any provision in this Declaration which requires a vote by Unit Owners holding a certain percentage of the total vote shall require, in lieu thereof, that the percentage required be based on the number of Units rather than the percentage of the votes allocable to Units pursuant to their respective percentage of ownership in the Common Elements.

ARTICLE XVI ASSESSMENTS - MAINTENANCE FUND

- A. Estimated Annual Budget and Assessments. Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of all Common Elements which will be required during the ensuing calendar year 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. The annual budget shall set forth with particularity all Anticipated Common Expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed common expense assessment. Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Expenses, if any. The "estimated annual budget" shall be assessed to the Unit Owners according to each Unit Owners according to each Unit Owner's percentage of ownership in the Common Expenses as set forth in Exhibit B attached hereto. Each Unit Owner shall receive notice in the same manner as is provided in this Declaration for membership meeting of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment. Said meetings of the Board shall be open to any Unit Owner, and notice of such meeting shall be mailed as provided above, unless a written waiver of such notice is signed by the Person or Persons entitled to such notice before the meeting is convened. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Unit Owner jointly and severally shall be personally liable for and obligated to pay to the Board or as the Board may direct one-twelfth (1/12th) of the assessment against such Unit Owner's Unit Ownership made pursuant to this

Paragraph. On or before April 1 of each calendar year following the year in which the initial meeting is held, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of Ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

- B. Estimated Annual Budget and Assessments in Excess of 115%. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Managers, upon written petition by unit owners with twenty percent (20%) of the votes of the Association filed within fourteen (14) days of the Board action, shall call a meeting of the unit owners within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the unit owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.
- C. Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or nonrecurring Common Expense, any Common Expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. Any such separate assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3rds) of the Unit Owners voting at a meeting of such Unit Owners duly called for the purpose of approving the assessment of it involves proposed expenditures resulting in a total payment assessed to a Unit Owner equal to the greater of five (5) times the Unit's most recent Common Expense assessment calculated on a monthly basis of three hundred dollars (\$300.00). All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

- D. Initial Budget. The initial Board appointed by the Developer shall determine and adopt, prior to the conveyance of the first Unit hereunder, the "estimated annual budget" for the initial period commencing with the first day of the month in which the sale of the first unit is closed and ending on December 31 of the calendar year in which such sale occurs and shall continue to determine the "estimated annual budget" for each succeeding calendar year until such time as the first Board elected hereunder takes office. Assessments shall be levied against the Unit Owners during said periods as provided in Paragraph A of the Article.
- E. Failure to Prepare Estimates. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit 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 Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.
- F. Records of the Association. The Board shall maintain the following records of the association available for examination and copying at convenient hours of weekdays by the unit owners or their mortgagees and their duly authorized agents or attorneys.
1. Copies of the recorded Declaration, By-Laws, other condominium instruments and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the association or its Board shall be available. Prior to the organization of the association, the developer shall maintain and make available the records set forth in this subsection (a) for examination and copying.
 2. Detailed accurate records 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, and copies of all contracts, leases, or other agreements entered into by the association shall be maintained.
 3. The minutes of all meetings of the association and the Board shall be maintained. The association shall maintain these minutes for a period of not less than 7 years.

4. Ballots and proxies related thereto for all elections to the Board and for any other matters voted on by the unit owners shall be maintained for a period of not less than 1 year; provided that for associations that adopt the secret ballot election process under Section 18 of the Act, unless directed by court order, only the voting ballot excluding a unit number shall be subject to inspection and copying.
 5. Such other records of the association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.
 6. With respect to units owned by a land trust, if a trustee designates, in writing, a person to cast votes on behalf of the unit owner, that designation shall remain in effect until a subsequent document is filed with the association.
 - a. Where a request for records under this Section is made in writing to the board or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the board.
 - b. A reasonable fee may be charged by the association or its board for the actual cost of copying.
 - c. If the board fails to provide records properly requested under subsection (a) within the time period provided in subsection (b), the unit owner may seek the appropriate relief including an award of attorney's fees and costs.
- G. Use of Funds. All funds collected hereunder shall be held and expended for the purpose designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit 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 Unit Owners in the percentages set forth in Exhibit B attached hereto.
- H. Insurance. Any insurance premiums assessed on a basis of reflecting increased charges for coverage on certain Units shall be assessed to such Unit.

- I. Assessments. If a Unit 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 Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter 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 Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association, or other lender 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 the 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 its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the proportionate share of the Common Expenses or of any other expenses required to be paid hereunder upon due, such rights and remedies shall include: (i) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with PENALTIES AS APPROVED BY THE board and interest thereof, at the maximum rate permitted by law, and all fees and costs (including attorneys' fees) incurred in the collection thereof; (ii) the right, by giving such defaulting Unit Owner five (5) days' written notice of the election of the Board to do so, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (iii) the right to take possession of such defaulting Unit Owner's interest in the Property, to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed in "an act in regard to Forcible Entry and Detainer, approved February 16, 1874, as amended, and to execute leases of such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses.
- J. Nonuse. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Expenses or abandonment of his Unit.

- K. Initial Deposit for Contingencies and Replacements. At the time the initial sale of each Unit is closed, the purchaser of the Unit shall pay to the Association an amount equal to two (2) times the first full monthly assessment for such Unit. The sum shall be used to initially fund the reserve for contingencies and replacements described in Paragraph B of this Article. This payment shall not be refundable and shall not be applied as a credit against the Unit Owner's monthly assessments.
- L. User Charges. The Board may establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Unit Owners of which, in the judgment of the Board, should not be charged to every Unit Owner. Such expenses may include, without limitation, charges for use of master antenna system and fees for such other services and facilities provided to Unit Owners which should not be reasonably allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefitted thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Paragraph, and the Board may elect to treat all or any portion thereof as Common Expenses.

ARTICLE XVII
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common elements shall be owned, occupied, and used subject to the following covenants and restrictions:

- A. General Use. Each part of the Property shall be used for the purposes for which such part of the Property was designed. Each Unit which was, or any two or more adjoining Units used together which were, designed for use as a residence shall be used as a residence or such other uses permitted by this Declaration and for no other purpose, and no residential Unit shall (without the prior written consent of the Board) be occupied for sleeping quarters by more than the following number of persons:

1 Bedroom Unit - 3 persons
2 Bedroom Unit - 4 persons
3 Bedroom Unit - 6 persons

That part of the Common Elements separating any two or more adjoining Units used together as aforesaid 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.

- B. Obstruction of Common Elements and Unit Maintenance. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and the Limited Common Elements adjoining his Unit.
- C. Prohibited Use. Nothing shall be done or kept in any Unit, or in the Common Elements, which will increase the rate of insurance on any of the Buildings or contents thereof, without the prior written consent of the Board. No Unit 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 any of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electric wiring in any of the Buildings, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories, or equipment to the heating or plumbing system, without the prior written consent of the Board.
- D. Unit Owner Insurance. Each Unit Owner shall be responsible for his own insurance on his personal property 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 Unit Owners obtained by the Board as hereinbefore provided.
- E. Exterior Attachments. Unit Owners shall not cause or permit anything to be placed on the outside walls of any of the Buildings and no sign, awning, canopy, shutter, radio, or television antenna shall be affixed to or placed upon the exterior walls or roof or any of such Buildings, or any part thereof, without the prior consent of the Board.
- F. Window Treatment. The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the Units, whether by draperies, shades, or other items visible from the exterior of any of the Buildings, shall be subject to the rules and regulations of the Board.
- G. Floor Coverings. In order to enhance the soundproofing of the Buildings, the floor covering for all occupied Units shall meet a certain minimum standard as may be specified by rules and regulations of the Board.

- H. Pets. No animals, reptiles, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that **one (1)** dog, cat, or other household pets **not to exceed fifteen (15) pounds** 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 purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.
- I. Nuisances. 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 Unit Owners or Occupants.
- J. Unsightliness. No clothes, sheets, blankets, laundry, or any kind of 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.
- K. Personal Effects. Except as may be approved by the Board in writing, there shall be no playing, lounging, parking or baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs on any part of the Common Elements.
- L. Commercial Activities. Except as may be approved by the Board in writing, no industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any Unit which has been designed as a residence.
- M. "For Sale" and "For Rent" Signs. 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; provided that the right is reserved by the Declarant, the Developer, and their agents, to maintain on the Property until the sale of the last Unit, all models, sales offices, and advertising signs, banners, and lighting in connection therewith, at such locations and in such forms as Developer shall determine, together with the right of ingress, egress, and transient parking therefor through the Common Elements in favor of Developer, its agents, licensees, designees and its prospective purchasers and lessees.
- N. Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

- O. Exceptions. The Unit restrictions in Paragraphs A and L of this article shall not, however, be construed in such a manner as prohibit a Unit Owner from: (i) maintaining his professional library therein, (ii) keeping his personal business or professional records or accounts therein, or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of such Paragraphs A and L of the Article.
- P. Leasing Any lease agreement between an Owner and a Lessee shall be in writing and be for a period of not less than one year for a minimum of one year and shall provide that the terms of such lease are subject to, and such lessee shall comply with, the provisions of this Declaration and the Articles of Incorporation, By-laws and rules and regulations of the Association and that failure by the lessee to comply with the terms of such documents, rules and regulations shall be a default under said lease. Other than the foregoing, there is no restriction on the right of any Owner, including Declarant or Developer, to lease any Unit it owns.
- Q. Parking. The garage and garage spaces are solely for the parking of automobiles or sports utility vehicles for personal use only. The use of the garage and/or garage spaces for trucks, motor driven cycles, or other commercial vehicles is prohibited. The parking of any kind of vehicles in the common area parking spaces shall be governed by the rules and regulations of the Board.
- R. Notwithstanding anything to the contrary in this Declaration:
1. Structural changes and alterations may be made by the Declarant or Developer in Units and Common Elements used by the Declarant or Developer in its agent as model apartments and/or sales and marketing areas, as may be reasonably necessary in Developer's opinion to adapt the same to such uses. Such changes may include the elimination or alteration of perimeter walls for the purpose of combining adjoining Units or improving access thereto or visibility thereof; and
 2. The Declarant, Developer and its agent further reserve the right at all times to use unsold Units for storage, office, sales, models, and related purposes until all Units listed on Exhibit B attached hereto have been purchased, and the right to permit prospective purchasers of these Units to park in Common Element parking areas while viewing said Units.

ARTICLE XVIII
REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

- A. Abatement and Enjoinment. The violation of any restriction, or condition or regulation adopted by the Board, or the breach of any covenant or provision contained in this Declaration shall give the Board the right, in addition to the rights set forth in the next succeeding paragraph and elsewhere in this Declaration: (i) 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 Unit Owner, any structure, therein, or condition that may exist thereon contrary to the intent and the provisions hereof, and the Declarant, 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 (ii) to enjoin, abate or remedy by appropriate legal proceeding, 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 expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of seven percent (7%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all 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.
- B. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, or the 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, the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit 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 Unit for a decree of mandatory injunction against such Unit Owner or occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by such Unit Owner on account of the said violation, and ordering that the right, title, and interest of the Unit 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 regulations of the Board defaulting Unit Owner from reacquiring such Unit Owner's 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 attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit 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 Unit 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 set forth in Article XI of this Declaration, 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.

ARTICLE XIX GENERAL PROVISIONS

- A. Notice of Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit Ownership is subject to such mortgage or trust deed.
- B. Notices to Board, Association, and Unit Owners. Notices provided for in this Declaration and in the Act shall be in writing. Notices to a Unit Owner may be in writing. Notices to a Unit Owner may be delivered to such Unit Owner personally or by mail addressed to such Unit Owner's Unit. Notices to the Board or the Association may be personally delivered to any member of the Board or officer of the Association or mailed to such member or officer at such member's or officer's Unit. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices to such Unit Owner by giving written notice of such Unit Owner's change of address to the Board or Association. Notices addressed and mailed to the Board or Association as above shall be deemed delivered when mailed by United States registered or certified mail. Notices addressed and mailed to a Unit Owner shall be deemed delivered when such notice is deposited in such Unit Owner's mailbox in the building in which the Unit is located.
- C. Notice of Decedent. Notices required to be given any devisee or personal representative of a deceased Unit 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 Unit Owner is being administered.

- D. Binding Effect. Each grantee of the Declarant and each subsequent grantee by acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, and each tenant under a lease for a Unit 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 or any Unit, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
- E. Waiver. 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.
- F. Amendment, Change, Modification, or Rescission. No provision of this Declaration affecting or creating any of the rights, options, privileges or duties of the Declarant or Developer, including but not limited to the rental of Units by the Declarant or Developer, may be amended, changed, modified or rescinded in any way without the prior written consent of the Trustee and Developer. The provisions of this Paragraph F may only be amended, changed, modified, or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed, acknowledged and approved by the Board, the Developer and all of the Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Except for amendments to this Paragraph F, and except as elsewhere provided in this Declaration, and except as provided in the Act, the provisions of this Declaration may only be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed and acknowledged by the Board and approved by the Unit owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose and approved by any mortgagees required under the Condominium Instruments and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit not less than ten (10) days prior to the date of such affidavit. Each instrument of amendment, change, modification or rescission made in accordance with this Declaration shall be effective upon the recording of such instrument in the office of the Will County, Illinois Recorder.

- G. Special Amendment. Notwithstanding any other provision of this Declaration, the Declarant and the Developer and each of them singly reserves and shall have the right at any time and from time to time to record a Special Amendment to this Declaration to (i) conform this Declaration with the requirements of the Act or any applicable local ordinance or the requirements of any institutional lender issuing a commitment to the Declarant or Developer to make first mortgage loans or (ii) correct clerical or typographical errors in this declaration, or (iii) complete the data on the plat after improvements constructed at any time on the Parcel are completed by the Developer. In furtherance of the foregoing, each Unit Owner and each holder of mortgage, trust deed, or lien affecting any Unit and each person having any other interest in the property hereby grants to the Declarant and Developer and each of them (and the Declarant hereby reserves for each of them) an irrevocable power of attorney coupled with an interest on behalf of each Unit Owner and each such holder or person to make, sign and record on behalf of each unit Owner and each such holder and person any amendment described in this Paragraph G. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a unit or the property and the acceptance of any such instrument shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the aforescribed power of attorney to the Declarant, Developer, and each of them, to make, sign and record on behalf of each of the Unit Owners, holders and persons described in this Paragraph any amendment described in this Paragraph. The power of attorney described in this Paragraph shall terminate upon the sale and transfer of title to the last unit covered herein.
- H. Invalidity. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.
- I. Perpetuities and Restraints. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rules restricting restraints or alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants of George W. Bush, President of the United States, and Richard Durbin, Senator of the State of Illinois.

- J. Liens. In the event any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against all of the Units or against the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in this Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien. The owner of any Unit shall not be liable for any claims, damages, or judgments entered as a result of any action or inaction of the Board other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board for the Association, if any, shall be limited to such Unit Owner's proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his Unit, or caused by his own conduct. After the Declarant conveys to any Person title to any Unit, no mechanic's lien shall be created against such Unit or its Common Elements interest by reason of any contract by the Declarant or the Developer to improve or make additions to the Property. If, as a result of work expressly authorized by the Board, a mechanic's lien claim is placed against the Property or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his Unit's proportionate share of any due and payable indebtedness.
- K. Release of Claims. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, Occupant, the Association, its officers, members of the Board, the Declarant, the Developer, the managing agent, 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.
- L. Construction. 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 Buildings.
- M. Headings and Gender. The headings and captions contained in this Declaration are inserted for convenient reference only and shall not be deemed to construe or limit the Articles and Paragraphs to which they apply. The word "his" whenever used in this Declaration shall include the masculine, feminine and neuter pronouns.

- N. Ownership by Land Trustee. In the event title to any Unit Ownership is conveyed to a land title holding 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 Ownerships under such trust and the beneficiaries there under 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 created under this Declaration and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding and transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.
- O. Utilities. Each Unit Owner shall promptly pay when due the cost for all telephone, electricity and other utilities which are separately metered or billed to such Unit Owner or for the Unit owned by such Unit Owner by the utility company furnishing such utility. Utilities for the Property that is not separately metered or billed shall be part of the Common Elements and paid by the Board.

P. Trustee Exculpation. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements of said Declarant are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Declarant personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Declarant not in its own right, but solely in the exercise of the powers conferred upon it as Trustee, as aforesaid, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against STATE BANK OF COUNTRYSIDE or any of the beneficiaries under the Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of said Declarant in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto, anything to the contrary notwithstanding, that the Declarant will act only on the direction of the beneficiaries.

Signed as of the day and year first above written.

STATE BANK OF COUNTRYSIDE,
NOT INDIVIDUALLY, BUT AS
TRUSTEE AS AFORESAID

BY: 

NAME: SUSAN L. JUTZI, Vice Pres.

TITLE: _____

ATTEST:

BY: 

WILLIAM O. KERTH, Vice Pres.

SCHEDULE OF EXHIBITS

EXHIBIT A - The Plat

EXHIBIT B - The Units and the percentage Ownership in the Common Elements.

EXHIBIT C - ADDITIONAL LAND

STREET ADDRESS OF PROPERTY:

7710 Brookside Glen Drive, Tinley Park, IL

PERMANENT INDEX NUMBER: 19-09-12-100-013-0000 (PIQ & OP)

EXHIBIT "B"

<u>UNIT NUMBER</u>	<u>COMMON ELEMENTS</u>
7710-1-NE	6.2500
7710-1-NW	6.2500
7710-1-SE	6.2500
7710-1-SW	6.2500
7710-2-NE	6.2500
7710-2-NW	6.2500
7710-2-SE	6.2500
7710-2-SW	6.2500
7710-3-NE	6.2500
7710-3-NW	6.2500
7710-3-SE	6.2500
7710-3-SW	6.2500
7710-4-NE	6.2500
7710-4-NW	6.2500
7710-4-SE	6.2500
7710-4-SW	6.2500
	<hr/>
	100.00000%

EXHIBIT "C"

ADDITIONAL LAND

LOTS 10, 11 & 12 IN BROOKSIDE PLACE PHASE THREE, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN: 19-09-12-100-013-0000 (PIQ & OP)

