

Declarations

&

Bylaws

THE MANOR HOMES OF GINGER BROOK
DECLARATION OF CONDOMINIUM OWNERSHIP

DECLARATION made and entered into this 18th day of ~~SEPTEMBER~~ 1973 by NATIONAL BOULEVARD BANK OF CHICAGO, as Trustee under Trust Agreement dated July 18, 1974 and known as Trust Number 5156 (hereinafter referred to as "Trustee"), and not personally.

WITNESSETH

WHEREAS, the Trustee is the record owner of a certain parcel of real estate ("Parcel 1") in the County of DuPage, State of Illinois, legally described as follows:

PARCEL A
Lot 1 in Ray W. MacDonald Assessment Plat of Ginger Brook in the East 1/2 and West 1/2 of the Southeast 1/4 of Section 29, Township 39 North, Range 11, East of the Third Principal Meridian in Du Page County, Illinois, recorded as Document Number R74-22138 in Book 70 of Plats, page 32 (more particularly described by metes and bounds, as follows):

Beginning at a point on the North line of 31st Street that is 373.55 feet west of the West line of the 26.0 feet wide roadway easement granted by Document Number R74-22137, recorded in Book 70 of Plats, page 31, in the Du Page County Recorder's Office in Wheaton, Illinois, on May 9, 1974; thence along the following courses and distances:

1.	N.E.	02°	32'	04"	-----	295.97 feet
2.	N.W.	90°	00'	00"	-----	235.00 feet
3.	N.	00°	00'	00"	-----	190.00 feet
4.	N.E.	90°	00'	00"	-----	80.00 feet
5.	N.	00°	00'	00"	-----	85.00 feet
6.	N.W.	90°	00'	00"	-----	90.00 feet
7.	N.	00°	00'	00"	-----	220.00 feet
8.	N.E.	90°	00'	00"	-----	170.00 feet
9.	S.	00°	00'	00"	-----	57.00 feet
10.	S.E.	44°	36'	41"	-----	252.40 feet
11.	S.	00°	00'	00"	-----	56.00 feet
12.	N.E.	90°	00'	00"	-----	192.00 feet.

thence to the west line of La Tours Avenue; thence S.E. 10° 30' 35", a distance of 81.59 feet; thence N. 90° 00' 00" W., a distance of 26.44 feet; thence S.E. 10° 30' 35", a distance of 426.31 feet to the north line of 31st Street; thence N.W. 89° 47' 15" along the north line of 31st Street, a distance of 373.55 feet to the point of beginning.

and

That part of Lot 3 in Ray W. MacDonald Assessment Plat of Ginger Brook in the East 1/2 and West 1/2 of the Southeast 1/4 of Section 29, Township 39 North, Range 11, East of the Third Principal Meridian, in Du Page County, Illinois, recorded as Document Number R74-22138 in Book 70 of Plats, page 32 (more particularly described by metes and bounds as follows): Beginning at a point in the West line of La Tours Avenue, which is 508 feet (measured along said West line) northerly of the intersection of said West line with the North line of 31st Street, being the point of intersection of the 12th and 13th courses of the metes and bounds description of Parcel A hereinabove described; thence Northwest 90° 00' 00", a distance of 192.00 feet; thence North 00° 00' 00", a distance of 56.00 feet; thence Northwest 44° 36' 41", a distance of 252.40 feet; thence North 00° 00' 00", a distance of 66.43 feet; thence Northeast 81° 00' 00", a distance of 308.07 feet to the West line of La Tours Avenue; thence Southeast 10° 30' 35", a distance of 356.27 feet to the point of beginning, containing 1.95 acres.

hereinafter commonly known as THE MANOR HOMES OF GINGER BROOK;

WHEREAS, Trustee intends to submit Parcel 1 together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, to the provisions of the Condominium Property Act of the State of Illinois; and

WHEREAS, Trustee desires to provide for the later addition to the Property (as hereafter defined) of certain additional Parcels of real estate; and

WHEREAS, Trustee desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property, or any part thereof, certain easements

/This document was prepared by

Jack Parrino
1043 S. York Road
Bensenville, IL

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[Handwritten Signature]

A delineation of the property described in this instrument appears in BOOK NO. 74 PAGE 7
 536086
 CHICAGO, ILL. CO. D.P.M.

11| NE 72° 01' 09" ----- 396.10 feet
12| SE 10° 30' 35" ----- 1125.03 feet

to the Point of Beginning (except that part of above described Lot 3 platted as RECREATION AREA and described as follows:

Beginning at the Southeast corner of said Lot 3;
thence NW 90° 00' 00", a distance of 192.00 feet
thence N 00° 00' 00", a distance of 56.00 feet
thence NW 44° 36' 41", a distance of 252.40 feet
thence N 00° 00' 00", a distance of 66.43 feet
thence NE 81° 00' 00", a distance of 308.07 feet

to the West Line of La Tours Avenue; then Southeast 10° 30' 35" a distance of 356.27 feet to the point of beginning.

which real property is hereinafter referred to as the "Reserved Property". No rights of any character whatever within the Reserved Property attach to any Owner except as to that portion described in a recorded Amendment annexing and adding such portion to this Declaration as part of the condominium created by this Declaration.

- (b) In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Trustee, and to all mortgagees from time to time of its interest in Parcel 1 or said Reserved Property, or any part thereof, the Developer, and to Rudolph Melchiorre, acting by or thru their duly authorized officers, successors or designee, and each of them singly, as attorney-in-fact, to shift the percentages of ownership in the Common Elements appurtenant to each Unit to the percentages set forth in each Amendment recorded pursuant to this Section 19. Each deed, mortgage or other instrument with respect to a Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to each of said attorney-in-fact and shall be deemed to reserve to each of them the power to shift and reallocate from time to time the percentages of ownership in the Common Elements appurtenant to each Unit to the percentages set forth in each such recorded Amendment.
- (c) Each Owner of a Unit by acceptance of a deed thereto, further acknowledges, consents and agrees, as to each such Amendment that is recorded, as follows:
- (i) The portion of the Reserved Property described in each such Amendment shall be governed in all respects by the provisions of this Declaration.
 - (ii) The percentage of ownership in the Common Elements appurtenant to each unit shall automatically be shifted and reallocated to the extent set forth in each such recorded Amendment and upon the recording of each such Amendment, the amount by which such percentage appurtenant to a Unit is reduced, as set forth in each such recorded Amendment, shall thereby be released and divested from such Unit Owner and reconveyed and re-allocated among the Other Unit Owners as set forth in each such recorded Amendment.
 - (iii) Each deed, mortgage or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall, upon the recording of each Amendment, be divested pro tanto to the reduced percentages set forth in such Amended Declaration and vested among the other Owners, mortgagees and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded Amendment.
 - (iv) A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a Unit to so amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Unit.
 - (v) The percentage of ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by a recorded Amendment and each deed, mortgage or other instrument affecting a Unit shall be deemed to include such additional Common Elements and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such Amendments are recorded.
 - (vi) Each Owner shall have a perpetual easement, appurtenant to his Unit, for the use of any additional Common Elements annexed thereto by and described in any recorded Amendment, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners of specific Units as may be provided in any such Amendment.
 - (vii) The recording of each such Amendment shall not alter the amount of the lien for expenses assessed to a Unit prior to such recording.
 - (viii) Each Owner by acceptance of the deed conveying his Unit, agrees for

R75-52160

and rights in, over and upon property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

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

NOW, THEREFORE, the Trustee, as the record owner of Parcel 1, for the purposes above set forth, hereby declares as follows:

- Definitions: As used herein, unless the context otherwise requires—
- (a) "Act" means the Condominium Property Act of the State of Illinois.
 - (b) "Declaration" means this instrument by which Parcel 1 is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.
 - (c) "Developer" means Arbor, Ltd., an Illinois corporation, its successors and assigns in interest.
 - (d) "Parcel 1" means the parcel or tract of real estate, described above in this Declaration.
 - (e) "Additional Parcel" means each additional parcel or tract of real estate described in an amendment to this Declaration executed and recorded pursuant to section 19 hereof.
 - (f) "Property" means all the land, property and space comprising Parcel 1 and each Additional Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including buildings and all easements, rights and appurtenances belonging thereto, and all fixtures, equipment and furnishings intended for the mutual use, benefit or enjoyment of the unit owners.
 - (g) "Unit" means a part of the Property, including one or more rooms and occupying one or more floors or a part of parts thereof, designed or intended for independent use as a one-family dwelling or such other incidental uses permitted by this Declaration, as set forth on the Plat. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat; provided, however, that no structural components of a Building, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of said unit.
 - (h) "Plat" means the plat or plats of survey of Parcel 1 and of any Additional parcels, and of all Units therein, submitted to the Act, consisting of a three dimensional horizontal and vertical delineation of all such units, a Plat of all or a portion of Parcel 1 being attached hereto as Exhibit "A" and by this reference made a part hereof and recorded simultaneously with the recording of this Declaration. In the event the multi-family structure located on any Parcel is not completed, and the structural components of the multi-family structure constituting all the Unit boundaries are not in place on the date of recording of this Declaration or any Amendment to this Declaration, the Trustee reserves to itself and to all mortgagees from time to time of its interest in Parcel 1, or the real property described in Paragraph 19, below (the "Reserved Property"), or any part thereof, the right to and shall cause to be recorded from time to time until all of said structural components are in place an amended plat or plats of survey showing the actual locations and dimensions of the boundaries of those units in said multi-family structure that are completed after the date of said recording. Whenever in this Declaration or any Amendment to this Declaration the term "plat" or "survey", "plat attached as Exhibit A" appears, it shall be deemed to include such amended plat or plats of survey as shall be hereafter recorded pursuant to this paragraph. For purposes of amending the Plat, as provided herein, a power coupled with an interest is granted to the Trustee, to all mortgagees from time to time of its interest in Parcel 1, or said Reserved Property, or any part thereof, and to the Developer, Rudolph R. Melchiorre, acting by or through their duly authorized officers, successors or designee, and each of them singly, as attorney-in-fact, to amend the Plat, and each deed, mortgage or other instrument with respect to a Unit and the acceptance thereof shall be deemed a grant of such power, and acknowledgement of and consent to such power, to each of said attorney-in-fact and shall be deemed to reserve to each of them the power to amend the Plat, as described.
 - (i) "Common Elements" means all of the Property, except the Units, and shall include, but shall not be limited to the land, foundations, hallways, stairways, entrances and exits, common parking areas, storage areas, basement, roof, incinerator, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), central heating and air-conditioning system, public utility lines, floors, ceilings and perimeter walls of Units (other than such portions thereof included within Unit boundaries as shown

RTS-52160

on the Plat) structural components of the Building, outside walks and driveways, landscaping, and all other portions of the Property except the individual Units. Structural components located within the boundaries of a Unit shall be part of the Common Elements.

- (j) "Limited Common Elements" means that portion of the Common Elements contiguous to or serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically, but not by way of limitation, balconies, patios, courtyards, atriums, driveways, individual heating, air conditioning and plumbing fixtures and related pipes, ducts and wiring and such portions of the perimeter walls, floors and ceilings, doors, vestibules, backyards, windows and entryways, and of all associated fixtures and structures therein as lie outside the Unit boundaries. The Board as hereinafter defined may from time to time designate other portions of the Common Elements as Limited Common Elements.
- (k) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (l) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- (m) "Majority" or "Majority of the Unit Owners" means the owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership of the Common Elements.
- (n) "Unit Ownership" means a part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.
- (o) "Building" means the building or buildings located on the Property and containing the Units, as shown by the Plat.
- (p) "By-Laws" mean the By-Laws for the government of the Condominium as they exist from time to time.

2. Submission of Property to the Act. The Trustee, as the owner in fee simple of Parcel 1 hereby submits Parcel 1 and the Property to the provisions of the Act.

3. Plat. The measurements, elevations, locations and other data required by the Act showing Parcel 1 and the Additional Parcels, the Building and each floor thereof, and each Unit, shall be as shown in the Plat. The plat relating to the Building on Parcel 1 is attached hereto as Exhibit A.

4. Unit Identification. Each Unit is identified on the Plat by a distinguishing number or other symbol. The legal description of each Unit shall refer to such identifying number or symbol.

5. Ownership of the 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 the schedule attached hereto as Exhibit "B". The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed (i) by recorded Amendment to this Declaration pursuant to Section 19 hereof, or (ii) by recorded Amendment to this Declaration consented to in writing by all Unit Owners. Said ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit "B". The ownership of each unit and the corresponding percentage of ownership in the Common Elements appurtenant thereto shall not be separated.

6. Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively his Unit. Such rights to use and possess the Common Elements, including the Limited Common Elements shall be subject to and governed by the provisions of the Act and of this Declaration and the By-laws attached hereto as Exhibit C and the rules and regulations of the Board of Managers. The Board shall have the exclusive authority from time to time to adopt or amend administrative rules and regulations governing the use, occupancy and control of the Common Elements as more particularly provided in the By-laws. The Board shall have the authority to lease or to grant licenses or concessions with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-laws, including specifically, but not by way of limitation, common parking areas, laundry areas, storage areas, and commercial and recreational areas.

7. Administration and Operation of the Property. The governing body for the administration and operation of the Property shall be the Board of Managers who shall be elected in the manner provided in the By-Laws.

R75-52160

The Board of Managers, when authorized by a majority of the Unit Owners shall cause to be incorporated a not-for-profit corporation as provided by the Act, and in such event, or in the event Developer has heretofore caused such corporation to be organized, then such corporation (hereinafter referred to as the "Condominium Association") shall be the governing body for the administration and operation of the Property, in which event the Board of Directors of such Condominium Association shall constitute the Board of Managers provided for in the Act, and all rights, titles, powers, privileges and obligations vested in or imposed upon the Board of Managers in the Act and in this Declaration and in the By-laws shall be held or performed by the Condominium Association or by the duly elected members of the Board of Directors thereof and their successors in office. The By-laws for the governing body shall be the By-laws appended hereto as Exhibit "C" and made a part hereof. All income derived by the Condominium Association, from any source, shall be held and used for the sole benefit of the Unit Owners pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

Whenever the word "Board" is used in this Declaration or in the By-laws, it shall mean and refer to the Board of Managers if there is no Condominium Association, or if there is a Condominium Association, it shall mean and refer to said Condominium Association acting through its Board of Directors. The Board shall be elected by the Unit Owners in accordance with the By-laws. Neither the Board, the Condominium Association nor the Unit Owners shall be deemed to be conducting a business of any kind. All funds collected by the Board shall be held and expended for the purposes designated in the Declaration and By-laws and (except for such adjustments as the Board may require to reflect delinquent, prepaid and special 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", and shall be administered in accordance with the provisions of the Declaration and By-laws. Each Unit Owner shall be a member of the Condominium Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon transfer of his ownership interest, the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Condominium Association.

Until the time established for the election of the initial Board of Managers, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed on the Board of Managers shall be held and performed by the Developer.

8. Indemnity. The members of the Board and the officers thereof or of the Condominium Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners or the Condominium Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners of the Condominium Association shall be executed by such members or officers, or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

9. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property or any question of interpretation or application of the provisions of the Declaration or By-laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

10. Common Expenses. Each Unit Owner shall pay his proportionate share of the expenses of administration, maintenance, operation, repair and replacement of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-laws or otherwise lawfully agreed upon (which expenses are herein sometimes referred to as "Common Expenses"). Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as provided in the By-laws. If any Unit Owner shall fail or refuse to make any such payment of his proportionate share of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act; provided, however, that such lien shall be subordinate to the lien of any prior recorded first mortgage on the interest of such Unit Owner held by any bank, savings and loan association, insurance company, mortgage banker, or other such bonafide lender with respect to such Unit Owner's proportionate share of Common Expenses which accrue prior to the date the holder of such first mortgage either takes possession of the Unit, accepts a conveyance thereof (other than as security) or files a suit to foreclose its mortgage.

11. Separate Mortgages. Each Unit Owner shall have the right, subject to the provisions hereof, to make a separate mortgage or encumbrance on his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or

RS-52160

encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his Unit and his respective ownership interest in the Common Elements.

12. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the Event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

13. Insurance:

(a) The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements and the Units. Premiums for such insurance shall be common expenses.

Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for each of the Unit Owners in their respective percentages of ownership interest in the Common Elements.

The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed.

The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building.

Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

(b) The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner, the Condominium Association, its officers, members of the Board, the Trustee, the Developer, the manager and managing agent of the Building, if any, and their respective employees and agents, from liability in connection with the Common Elements and the streets and sidewalks adjoining the Property, and insuring the officers of the Condominium Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses.

(c) 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 liability insurance for all of the Unit Owners obtained as part of the common expenses as above provided.

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request the Board in writing to do so, and shall make arrangements, satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, 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.

R75-52160

(d) 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 Trustee, the Developer, the manager and managing agent of the Building, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

14. Maintenance, Repairs and Replacements. Each Unit Owner shall provide and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit and the Limited Common Elements contiguous to or serving exclusively his Unit as an inseparable appurtenance thereto as shown on the Plat. Maintenance, repairs and replacements of the Common Elements shall be provided by the Board as part of the common expenses, subject to the rules and regulations of the Board; provided, that at the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby and further, at the discretion of the Board, it may direct such Unit Owners in the name and for the account of such Unit Owners to arrange for such maintenance, repairs and replacements, to pay the cost thereof, and to procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that may arise therefrom.

The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

If, due to the act or neglect of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Paragraph 14. All expenses which, pursuant to this Paragraph 14, 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.

15. Alterations, Additions or Improvements. No alterations 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. The Board may authorize and charge as common expenses (or in the case of Limited Common Elements may charge to the Unit Owner benefited thereby) alterations and improvements of, and additions to, the Common Elements; provided, however, that in the event the costs thereof are to be charged as common expenses, the Board shall not approve such alterations, improvements, or additions requiring an expenditure in excess of \$5,000 without the approval of Unit Owners owning not less than 66-2/3% in the aggregate in interest of the undivided ownership of the Common Elements. Any Unit Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but in any event such Unit Owners shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements.

16. Decorating. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. In the event the boundaries of any Unit, as shown on the Plat, are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the owner of such Unit shall be entitled to the exclusive use of such surfaces, and such Unit Owner shall maintain such surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board, and each such Unit Owner shall have the right to decorate such surfaces from time to time in such manner as he may see fit and at his sole expense. The use of and the covering of

R75-52160

the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building shall be subject to the rules and regulations of the Board. Decorating the Common Elements (other than interior surfaces within the Units as above provided), and any re-decorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the common expenses.

17. Encroachments. If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements or any other Units, as the Common Elements and Units are shown by the surveys comprising the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachments so long as the same shall exist.

18. Sale or Lease by a Unit Owner - First Option to Board. If any Unit Owner, other than the Trustee, shall desire at any time to sell or lease his Unit Ownership, other than to a co-owner of the same Unit, or said Unit Owner's spouse, child, parent, brother or sister, or to any trustee of a trust, the sole beneficiary of which is the Unit Owner or his spouse, child, parent, brother or sister, or any one or more of them, he shall first give the Board at least thirty (30) days' prior written notice of the proposed sale or lease, which notice shall state the name and address and financial and character references of the proposed purchaser or lessee and the terms of the proposed sale or lease. During the period of thirty (30) days following the receipt by the Board of such written notice, the Board shall have the first right at its option to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in such notice.

The Board shall have the authority to elect not to exercise such option and to give written notice of such election. A certificate executed and acknowledged by the president or secretary of the Board, certifying that the Board has elected not to exercise such option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, shall be conclusive evidence of such election by the Board and of the compliance with the provisions hereof by the Unit Owner proposing to make such proposed sale or lease. Such certificate shall be furnished to such Unit Owner upon his compliance with the provisions hereof.

If the Board shall give written notice to such Unit Owner within said thirty (30) day period that it has elected not to exercise such option, or if the Board shall fail to give written notice to such Unit Owner within said thirty (30) day period that it does or does not elect to purchase or lease such Unit Ownership upon the same terms as herein provided, then, such Unit Owner may proceed to consummate said proposed sale or lease transaction at any time within the next ninety (90) days thereafter; and if he fails to consummate said proposed sale or lease transaction within said ninety (90) days, his Unit Ownership shall again become subject to the Board's right of first option as herein provided.

If the Board shall adopt a resolution recommending that the Board shall exercise its option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, the Board shall promptly call a meeting of all of the Unit Owners for the purpose of voting upon such option, which meeting shall be held within said thirty (30) day period. If Unit Owners owning not less than seventy-five percent (75%) in the aggregate in interest of the undivided ownership of the Common Elements by affirmative vote at such meeting, authorize the Board to exercise such option to make such purchase or lease, then the Board shall promptly give written notice of such election as herein provided. In such event, such purchase or lease by the Board shall be closed and consummated, and, for such purpose, the Board shall have the authority to make such mortgage or other financing arrangements, as the Board may deem desirable in order to close and consummate such purchase or lease of such Unit Ownership by the Board.

If the Board shall give written notice to such Unit Owner within said thirty (30) day period of its election to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in said written notice to it, then such purchase or lease by the Association shall be closed upon the same terms as such proposed sale or lease.

If the Association shall make any such purchase or lease of a Unit Ownership as herein provided, the Board or its nominee shall hold the same for the benefit of the remaining Unit Owners and shall have the authority at any time thereafter to sell or sublease such Unit Ownership on such terms as the Board shall deem desirable, and all of the net proceeds or deficit therefrom shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration and the By-laws, and the lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall apply to such Unit Ownership.

If any sale or lease of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale or lease shall be subject to

R75-52160

each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith.

The foregoing provisions with respect to the Board's right of first option as to any proposed sale or lease shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the foregoing provisions.

For the purposes of this Paragraph 18, the work "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit Ownership, and the term "Unit Ownership" shall include the beneficial interest, shares or partnership interest, as the case may be, held by such Owner.

19. Addition of Parcels.

(a) The Trustee reserves to itself and to all mortgagees from time to time of its interest in Parcel 1 or the real property described below (the "Reserved Property"), or any part thereof, the right from time to time, within five (5) years of the date of the recording of this Declaration, by executing and recording an Amendment to this Declaration ("Amendment"), to annex to the Property and thereby add to the condominium created by this Declaration, all or any portion of the following described real property:

Lot 2 in Ray W. MacDonald Assessment Plat of Ginger Brook in the East 1/2 & West 1/2 of the Southeast 1/4 of Section 29, Township 39 North, Range 11 East of the Third Principal Meridian in Du Page County, Illinois, recorded as Document Number R74-22138 in Book 70 of Plats, Page 32, (more particularly described by metes and bounds as follows):

Beginning at a point on the North line of 31st Street that is 373.55 feet West of the West line of the 26.0 feet wide roadway easement granted by Document Number R74-22137 recorded in Book 70 of Plats, Page 31 in the Du Page County Recorders Office in Wheaton, Illinois on May 9, 1974; thence continue NW 89° 47' 15" along the North line of 31st Street, a distance of 534.99 feet to the East line of Fairfield Avenue; thence N 00° 00' 00" along said East line of Fairfield Avenue a distance of 264.00 feet; thence NW 89° 47' 49" a distance of 33.00 feet to the centerline of said Fairfield Avenue, thence N 00° 00' 00" along the centerline of said Fairfield Avenue a distance of 470.00 feet, thence along the following courses and distances:

1.	SE 72° 35' 04"	-----	352.23 feet
2.	S 00° 00' 00"	-----	60.00 feet
3.	NE 90° 00' 00"	-----	90.00 feet
4.	S 00° 00' 00"	-----	85.00 feet
5.	NW 90° 00' 00"	-----	80.00 feet
6.	S 00° 00' 00"	-----	190.00 feet
7.	NE 90° 00' 00"	-----	235.00 feet
8.	SW 02° 32' 04"	-----	295.97 feet

to the Point of Beginning.

and

Lot 3 in Ray W. MacDonald Assessment Plat of Ginger Brook in the East 1/2 and West 1/2 of the Southeast 1/4 of Section 29, Township 39 North, Range 11 East of the Third Principal Meridian in Du Page County, Illinois, recorded as Document Number R74-22138 in Book 70 of Plats, Page 32, (more particularly described by metes and bounds as follows):

Beginning at a point on the West line of La Tours Avenue 508.00 feet North of the North line of 31st Street; thence along the following courses and distances:

1.	NW 90° 00' 00"	-----	192.00 feet
2.	N 00° 00' 00"	-----	56.00 feet
3.	NW 44° 36' 41"	-----	252.40 feet
4.	N 00° 00' 00"	-----	57.00 feet
5.	NW 90° 00' 00"	-----	170.00 feet
6.	S 00° 00' 00"	-----	160.00 feet
7.	NW 72° 35' 04"	-----	352.23 feet
	to the centerline of Fairfield Avenue: thence		
8.	N 00° 00' 00"		
	along said centerline 441.89 feet		
9.	SE 85° 50' 18"	-----	293.00 feet
10.	NE 00° 04' 12"	-----	304.70 feet

R75-52160

himself and all those who claim under him, including mortgagees, that this Declaration and each Amendment is in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective percentages of ownership in the Common Elements as set forth in each such Amendment shall be deemed to be made by agreement of all Unit Owners.

- (ix) The Trustee reserves to itself and to all mortgagees from time to time of its interest in Parcel 1 and the Reserved Property, or any part thereof, the right to amend this Declaration in such manner, and each Owner agrees to execute and deliver such documents, as may be necessary or desirable to cause the provisions of this Section 19 to comply with the Act as it may be amended from time to time.
- (x) The foregoing provisions of this Declaration and in deeds and mortgages of the Units and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.

20. Use and Occupancy Restrictions. No Unit shall be used for other than residential purposes. Each Unit shall be used as a residence for a single family, and for no other purpose, by the Unit Owner and his family, or by a person or single family to whom the Unit Owner shall have leased his Unit, subject to the provisions with respect to leasing contained in the Declaration.

The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units; provided, however, the common parking areas, storage areas, laundry room, management office, and other special areas, shall be used for the purposes approved by the Board.

21. Utilities. Each Unit Owner shall pay the cost of all utilities separately metered for his Unit, including the cost of electricity for heating and air conditioning of his Unit.

22. Remedies. In the event of any default by any Unit Owner under the provisions of the Act, Declaration, by-laws or rules and regulations of the Board, the Board or its agents shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the rights and remedies under the Forcible Entry and Detainer Act, or the right to take possession of the Unit and to sell the same as hereinafter in this paragraph provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of 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 the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. Such lien shall be subordinate to the lien of any prior recorded first mortgage on the interest of such Unit Owner held by any bank, savings and loan association, insurance company, mortgage banker, or other such bonafide lender with respect to such Unit Owner's proportionate share of said Common Expenses which accrue prior to the date the holder of such first mortgage either takes possession of the Unit, accepts a conveyance thereof (other than as security) or files a suit to foreclose its mortgage. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

If any Unit Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall not be cured within thirty (30) days after notice in writing from the Board, or shall re-occur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of the said defaulting 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 Board against said defaulting Owner for a decree of mandatory injunction against said defaulting Owner or

R75-52160

occupant or (subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of said defaulting Owner, which consent shall not be unreasonably withheld), in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting 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 determine, except that the court shall enjoin and restrain the said defaulting Owner from re-acquiring his interest 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 said defaulting Owner in said decree. Any balance or proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and 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 so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration.

23. Amendment. The provisions of this Declaration may be modified by an instrument in writing setting forth such modification signed by Unit Owners having at least three-fourths (3/4) of the total vote and certified by the secretary of the Board; provided, however, that all lien holders of record have been notified by certified mail of such modification, and an affidavit by said secretary certifying to such mailing is a part of such instrument; provided further, however, that no provisions in this Declaration may be modified so as to conflict with the provisions of the Condominium Property Act.

Notwithstanding the provisions of the foregoing paragraph, if the Act, or this Declaration or the By-laws, requires the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument modifying any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Declaration.

Any such modification shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of Du Page County, Illinois.

24. Notices. Notices provided for in the Act, Declaration or By-Laws, shall be addressed to the Board at 6 S 675 Ginger Brook Drive East, Oak Brook, Illinois or to any Unit Owner at his Unit, or at such other address as hereinafter provided. The Board may designate a different address for notices to it by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof.

Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose Unit is subject to such mortgage or trust deed.

25. Severability. If any provision of the Declaration or By-laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and By-laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be effected thereby.

26. Perpetuities and Other Rules of Property. If any of the options, privileges, covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) 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 survivor of the now living lawful descendants of the incumbent Mayor of the City of Chicago and the incumbent President of the United States.

27. Rights and Obligations. Each grantee of Trustee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, 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 said land, and shall inure to the benefit of such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Paragraph or described in any other part of this Declaration or by By-laws shall be sufficient to create and reserve such easements and right to the

R75-52160

respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

28. General Provisions.

- (a) 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.
- (b) The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium.
- (c) In the event title to any Unit Ownership is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and under-takings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds of 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 any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.

29. Exculpatory Clause. This Declaration is executed by National Boulevard Bank of Chicago as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that National Boulevard Bank of Chicago, as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the titleholding interest and the trust estate under said Trust No. 5156 to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by National Boulevard Bank of Chicago as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 5156 or their successors, and not by National Boulevard Bank of Chicago personally; and further, that no duty shall rest upon National Boulevard Bank of Chicago either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation express or implied, arising under the terms of this Declaration, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 5156 and after the Trustee has first been supplied with funds required for the purpose. In event of conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be signed by its Vice President and its corporate seal to be hereto affixed and attested by its Assistant Secretary this 12th day of September, 1975. Vice President

NATIONAL BOULEVARD BANK OF CHICAGO
AS TRUSTEE AS AFORESAID AND NOT PERSONALLY

BY: *Lee E. Whitcomb*
Assistant Vice President

ATTEST

Roger L. Clifford
Assistant Secretary
ASST. VICE PRESIDENT

STATE OF ILLINOIS)

COUNTY OF COOK)

I, LYNDA J. PARRY, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LEE E. WHITCOMB Assistant Vice President of the National Boulevard Bank of Chicago and ROGER L. CLIFFORD ASST VICE PRESIDENT Assistant Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged ASST VICE PRESIDENT

R75-52160

that they signed and delivered the said instrument as their own free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Vice President did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of September, 19 75.

My commission expires 3-28, 19 78.

[Signature]
Notary Public

DOVENMUEHLE, INC., an Illinois corporation, holder of a mortgage on the property described in this Declaration dated July 26, 1974 and recorded August 29, 1974 as Document No. R74-44824, and amended by Document No. R74-50841, hereby consents to the execution and recordation of this Declaration of Condominium for THE MANOR HOMES OF GINGER BROOK.

IN WITNESS WHEREOF, the said DOVENMUEHLE, INC., an Illinois corporation, has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois on this 16th day of September, 19 75.

DOVENMUEHLE, INC.

BY: Patrick B. Davis
Vice President

R75-52160

ATTEST

[Signature]

STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, Jeanette Ansell, a Notary Public in and for said County and State, do hereby certify that Patrick B. Davis and Ann M. Berggren respectively, of DOVENMUEHLE, INC. personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of September, 19 75.

Jeanette Ansell
Notary Public

[Notary Seal]

EXHIBIT C

THE MANOR HOMES OF GINGER BROOK

BY-LAWS

ARTICLE I

NAME AND PURPOSE

These By-Laws govern the operation of THE MANOR HOMES OF GINGER BROOK; a condominium created by Declaration of Condominium Ownership dated the 12th day of September, 1975, made by National Boulevard Bank of Chicago as trustee under Trust Agreement dated July 18, 1974 and known as Trust No. 5156 (the "Declaration"). For purposes of these By-Laws, the definitions of terms contained in the Declaration shall apply.

ARTICLE II

Members

Section 1. The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), consisting of nine (9) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners or a spouse of a Unit Owner; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

Section 2. 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 person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership determined as provided in the Declaration. The Developer shall be the voting member with respect to any Unit Ownership owned by the Trustee.

Section 3. Meetings of the voting members shall be held at the Property or at such other place in the County of Du Page, 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 having 1/5 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 votes present at such meeting.

Section 4. The initial meeting of the voting members shall be held upon thirty (30) days written notice given by the Trustee when at least 80% of the Units are occupied but, in no event shall said meeting be held later than June 1, 1978. For purposes of the preceding sentence only, Units shall be deemed to include all the units to be constructed on the Reserved Property. Thereafter, there shall be an annual meeting of the voting members on the first Tuesday of June following such initial meeting, and on the first Tuesday of June of each succeeding year thereafter, at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting.

Section 5. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having one-fifth (1/5) of the total votes, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

Section 6. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote at such meeting, addressed to such such person at the address given by him to the Board for the purpose of service of

R75-52160

such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

ARTICLE III

Board of Managers

Section 1. At the initial meeting the voting members shall elect a Board. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. Except as otherwise provided in the By-Laws, the Property shall be managed by the Board. Meetings of the Board may be called, held and conducted in accordance with these By-Laws and such regulations as the Board may adopt.

Section 2. All elections to the Board of Managers shall be made by written ballot. Each member shall be entitled to cast his vote or votes for up to the number of Managers equal to the number of vacancies to be filled.

The candidates with the greatest number of votes shall be elected. The ballots shall be prepared and mailed by the Secretary to the members at least 10 days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

Each ballot shall be placed in a separate envelope which shall bear on its face the name and signature of the member or his proxy, and such other information as the Board of Managers may determine will serve to establish his right to cast the vote presented in the ballot contained therein. The ballots shall be returned to the Secretary. Upon receipt of each ballot, the Secretary shall immediately place it in a safe or other locked place until the day set for the annual or special meeting at which the elections are to be held. On that day, the envelopes containing the ballots shall be turned over, unopened, to an Election Committee which shall consist of 5 members appointed by the Board of Managers. The Election Committee shall then adopt a procedure which shall establish that the signature of the member or his proxy on the envelope is genuine and if the vote is by proxy, that such proxy is valid. Such procedure shall be taken in such manner that the vote of any member or his proxy shall not be disclosed to anyone, even the Election Committee. The Election Committee shall then proceed to the opening of the ballot envelopes and the counting of the votes. The results of the counting shall be announced at the meeting.

Section 3. Nominations to the Board of Managers may be made by the Nominating Committee, or by petition signed by members who have not less than 10% of the total number of votes, which petitions shall be delivered to the Secretary at least 30 days before the date of the annual meeting.

Section 4. The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board, 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 Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

Section 5. Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

Section 6. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or any Vice-President and countersigned by the Secretary or any Assistant Secretary of the Board.

Section 7. The Board of Directors shall have regular semi-annual meetings on the first Tuesday in June immediately following the annual meeting of members, and on the first Tuesday in December in each year beginning after the initial meeting; provided, however, that the Board may, by resolution, change the day and hour of holding such regular meetings. If the day for the regular meeting shall fall upon a holiday the meeting shall be held at the same hour on the first day following which is not a holiday. Regular meetings shall be held at a location at the Property or at such other place in the County of Du Page, Illinois, as the Board shall determine.

Section 8. Special meetings of the Board may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix any place within the County of Du Page, Illinois as the place for holding any special meeting of the Board called by them.

R75-52160

Section 9. Notice of any special meeting of the Board shall be given at least 2 days previous thereto by written notice delivered personally or sent by mail or telegram to each member of the Board at his address as shown by the records of the Board. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any member of the Board may waive notice of any meeting. The attendance of a member of the Board at any meeting shall constitute a waiver of notice of such meeting, except where a member of the Board attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 10. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, provided, that if less than a majority of the members of the Board are present at said meeting, a majority of those present may adjourn the meeting from time to time without further notice. The act of a majority of those present at a meeting at which a quorum is present shall be the act of the Board, except where otherwise provided by law or by these By-Laws.

Section 11. Any vacancy occurring in the Board shall be filled by election by the voting members at an annual or special meeting.

Section 12. The Board shall have the powers and duties necessary for administration of the Property and to carry out the purposes set forth in the Declaration and herein. The Board shall have the following additional powers and duties:

- (a) to engage the services of a manager or managing agent who shall manage and operate the Property for all the Unit Owners upon such terms and with such authority as the Board may approve;
- (b) to formulate policies for the administration, management and operation of the Property;
- (c) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, maintenance, operation, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Unit Owners, and to amend such rules and regulations from time to time;
- (d) to provide for any construction, alteration, installation, maintenance, repair, painting and replacement for which the Board is responsible under the Declaration and By-Laws and for such purposes to enter and to authorize entry into any Unit and/or Limited Common Elements, causing as little inconvenience to the Unit Owners as practicable and repairing any damage caused by any such entry at the expense of the maintenance fund;
- (e) to provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the service of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent);
- (f) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses as hereinafter provided;
- (g) to pay out of the maintenance fund hereinafter provided for, the following:
 - (i) Water, waste removal, electricity and telephone and other necessary Elements and (if not separately metered or charged) for the Units.
 - (ii) The services of a manager or managing agent or any other person or firm employed by the Board.
 - (iii) Payment for the maintenance, repair and replacement of the Common Elements.
- (h) to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than 75% in the aggregate in interest of the undivided ownership of the Common Elements.
- (i) to exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Declaration, these By-Laws or the Condominium Property Act of the State of Illinois.

ARTICLE IV

Assessments

Section 1. Each year at the semi-annual meeting in December, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing 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, and shall on or before December 31st notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof. 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 Elements. Said "estimated

R75-52160

cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as determined in accordance with the Declaration. On or before January 10th of the ensuing year, and the 10th of each and every month of said year, each Unit Owner shall be obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph.

Section 2. Within a reasonable time after the close of each fiscal year, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid together with a tabulation of the amounts collected.

Section 3. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the next monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

Section 4. In addition to the annual assessment and special assessments for capital improvements, the Board shall have the authority to levy an assessment upon notice from the County of Du Page that certain parts of the common area are in need of maintenance or repair, providing that said notice from the County is authorized by a majority vote of the City Council and that there is set out therein or appended thereto a report from an engineer licensed by the State of Illinois, setting out what the maintenance or repair should be and what part of the common area is effected. The County shall give the Board of Managers notice in writing and if ninety (90) days after the delivery of said notice the Board of Managers fail to comply with the notice, the County may then enter upon the Common Area to do the maintenance and repair work. The County shall forward to the Board of Managers an itemized invoice for the work done and the Board has the duty of paying such notice. Thereafter the Board shall levy an assessment on all unit owners and such assessment shall become effective with the next monthly maintenance bill. All unit owners shall be obligated to pay the adjusted monthly amount.

Section 5. When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement," as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section 1 of this Article.

Section 6. 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 more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 7. The Board shall keep full and correct books of account of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement.

Section 8. Upon the purchase of each unit from the Trustee, or at any time thereafter, at the request of the Board, each Unit Owner, not including the Trustee, shall deposit with the Board an amount equal to three (3) times the monthly assessment relating to such owner's unit. Such amount shall be held, together with the amounts similarly deposited by the other Unit Owners, as an operating reserve for common expenses, and shall be used and applied from time to time as may be needed toward meeting deficits and for such other common purposes as the Board may deem necessary. To the extent that the said operating reserve may be depleted or in the judgment of the Board may be inadequate, the Board may increase the same by an assessment to the members in the proportion of their ownership interests in the Common Elements. In the event of a transfer by a Unit Owner of his unit ownership, such Unit Owner shall be entitled to a refund of his operating reserve deposit, without interest, provided that the transferee of such Unit shall deposit with the Board the operating reserve deposit applicable to such Unit.

Section 9. With respect to any Units which have not been sold by the Trustee and which the Trustee or any mortgagee from time to time of its interest in Parcel 1 or the Reserved Property or any part thereof continues to own, the said mortgagee or the beneficiaries of said Trustee shall pay to the Association the aggregate amount of the actual operating expenses from time to time required to be paid with respect to the operation of the Property over and above such amounts as have been established by the Board as the assessments with respect to all other Units; provided that in no event shall the Trustee or mortgagee be required to pay an amount in excess of the aggregate of the assessments established with respect to those Units owned by the Trustee and provided further that

R75-52160

from and after April 1, 1979, the mortgagee or the beneficiary of said Trustee shall pay a monthly assessment with respect to any Units owned by the Trustee or mortgagee determined in the same manner as the monthly assessment is determined for all other Unit Owners. Actual operating expenses shall mean those ordinary expenses attributable to the immediate fiscal period and shall not include capital expenditures, prepaid items, or inventory items to the extent attributable to subsequent fiscal periods.

Section 10. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the member 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 therefore as hereinafter provided; and there shall be added to the amount due the 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, subject to the limitations set forth in the Declaration, 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. Said lien shall take effect and be in force when and as provided in the Condominium Property Act of Illinois. Such lien shall be subordinate to the lien of any prior recorded first mortgage on the interest of such Unit Owner held by any bank, savings and loan association, insurance company, mortgage banker, or other such bona fide lender with respect to such Unit Owner's proportionate share of said Common Expenses which accrue prior to the date the holder of such first mortgage either takes possession of the Unit, accepts a conveyance thereof (other than as security) or files a suit to foreclose its mortgage.

Section 11. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

ARTICLE V

General Provisions

Section 1. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, nor shall anything be stored in the Common Elements without the prior consent of the Board except as herein after expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

Section 2. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No 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 the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

Section 3. Unit Owners shall not cause or permit anything to be placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

Section 4. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided 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.

Section 5. 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.

Section 6. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clean of rubbish, debris and other unsightly materials.

Section 7. 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 and except as permitted under Section 8.

Section 8. During the period of construction of the Building on the Property, the Developer and any mortgagee from time to time of Trustee's interest in Parcel 1 or the Reserved Property, or any part thereof, and their agents, employees, assigns, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to said Building and Property as may be required in connection with said construction. Until all of the Units have been sold by the Trustee or such mortgagee and occupied by the Purchasers, the Developer and any mortgagee from time to time of Trustee's interest in Parcel 1 or the Reserved Property, or any part thereof, and their agents, employees, assigns, contractors and subcontractors, and their respective agents and employees, may use and show one or more of such unsold or unoccupied units as a model apartment or apartments and sales office, and may maintain customary signs and shall have the right to use the Common Elements in connection therewith.

R75-52160

Section 10. Driveways are for passenger vehicles only and no boats, trucks, campers, trailers, commercial vehicles, recreational vehicles, motorcycles, motorscooters, motorbikes, or other vehicles or objects; shall be placed on or around the driveway.

ARTICLE VI

Amendments

These By-Laws may be amended or modified from time to time by action or approval of the voting members having at least two-thirds (2/3) of the total votes, provided however, that no provision in these By-Laws may be amended or modified so as to conflict with the provisions of the Condominium Property Act. Such amendments shall be recorded in the Office of the Recorder of Deeds of Du Page County, Illinois.

R75-52160

EXHIBIT "B"
OF
THE MAJOR HOMES OF GINGER BROOK
DECLARATION OF CONDOMINIUM OWNERSHIP

<u>UNITS</u>	<u>PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS</u>
1-A	2.31
2-B	2.22
3-B	2.20
4-A	2.26
5-C	2.07
6-C	2.04
7-E	1.98
8-D	2.47
9-A	2.25
10-B	2.18
11-B	2.18
12-A	2.27
13-A	2.25
14-B	2.18
15-B	2.18
16-A	2.25
17-E	1.97
18-D	2.43
19-D	2.43
20-E	1.97
21-E	1.97
22-D	2.43
23-D	2.43

R75-52160

24-E	1.97
25-C	2.02
26-E	1.94
27-E	1.94
28-E	1.94
29-E	1.94
30-C	2.01
31-A	2.25
32-B	2.18
33-B	2.18
34-A	2.25
35-C	2.02
36-D	2.43
37-D	2.43
38-C	2.02
39-E	1.94
40-D	2.42
41-D	2.42
42-E	1.94
43-A	2.24
44-B	2.18
45-B	2.18
46-A	2.24

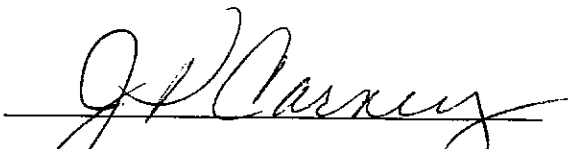
R75-52160

STATE OF ILLINOIS
COUNTY OF DU PAGE

SS.

I, J.P. "Rick" Carney, Recorder for the County of DuPage in the State of Illinois and Keeper of the records and files thereof, do hereby certify that the attached and foregoing is a true, correct and complete copy of a Document No. R75-52160 as recorded on the 26th day of September A.D. 1975 as fully as the same appears from the records thereof now in my office remaining.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of said Recorder at my office at the DuPage Center in the City of Wheaton, Illinois this 10th day of May A.D. 1995.



J.P. "Rick" Carney, Recorder
DuPage County, Illinois

