



**THIS INSTRUMENT
PREPARED BY:**
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 500 West Madison Street
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FRED BUCHOLZ
 DUPAGE COUNTY RECORDER
 SEP. 07, 2005
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 06-34-300-011
R2005-196572

**RETURN AFTER
RECORDING TO:**
 M.L.C. Development Company
 1301 West 22nd Street
 Suite 210
 Oak Brook, Illinois 60523

**DECLARATION OF CONDOMINIUM OWNERSHIP
 AND OF
 COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,
 AND BY-LAWS
 FOR THE RESIDENCES OF OAK BROOK HILLS,
 A CONDOMINIUM**

PHIN: 06-34-300-011

Common address for
 through 46 Willow Crest Drive
 Oak Brook, Illinois 60523

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THIS DECLARATION of condominium ownership and of covenants, conditions, restrictions, easements and by-laws for The Residences of Oak Brook Hills ("**Condominium Declaration**") is made this 1st day of September, 2005 by M.L.C. Development Company, an Illinois corporation ("**Declarant**").

RECITALS:

The Declarant is the legal title holder to the real estate described in **Exhibit A** hereto (also identified and defined herein as the "Development Area") which consists of approximately 16.90 acres and is located in the Village of Westmont, DuPage County, Illinois. Declarant intends to submit and subject some or all of the Development Area to this Condominium Declaration and the Act. Initially, the Condominium Property (as defined herein) shall consist only that portion of the Development Area which is legally described in **Exhibit B**, with all improvements thereon and appurtenances thereto. Hereafter and from time to time the Declarant may add additional portions of the Development Area to the Condominium Property as "Additional Property" by recording supplements to this Condominium Declaration, as permitted pursuant to 765 ILCS 605/25 as modified by or as more fully provided in Article Ten. Thus, as Supplemental Declarations are Recorded, the Condominium Property may be expanded to include more and more portions of the Development Area.

The Condominium Association shall be responsible for the administration of the condominium and the maintenance, repair and replacement of the Common Elements, and shall set budgets and fix Assessments to pay the expenses incurred in connection with such duties. Each Owner of a Dwelling Unit shall be assessed to pay the Owner's proportionate share of the Common Expenses required to operate the condominium, all as more fully provided for in this Condominium Declaration.

The Declarant shall retain certain rights set forth in this Condominium Declaration with respect to the Condominium Property and the Condominium Association including, without limitation, the right, prior to the Turnover Date, to appoint all members of the Board, the right to come upon the Condominium Property in connection with efforts to promote the sale of Dwelling Units and other rights reserved in Article Thirteen.

NOW, THEREFORE, Declarant, as record title holder of the Development Area, hereby declares as follows:

ARTICLE 1

DEFINITIONS

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

1.1 ACT: The Condominium Property Act of the State of Illinois, 765 ILCS 605/1 *et seq.*, as amended from time to time.

1.2 ADDITIONAL PROPERTY: Any portion of the land which is legally described in Exhibit A and which consists of any portion of the Development Area not previously made subject to the Act and this Condominium Declaration and which may be made subject to the Act and this Condominium Declaration by a Supplemental Declaration, all as more fully described in Article Ten.

1.3 ADDED DWELLING UNIT: Residential dwellings which are made Dwelling Units by the Recording of a Supplemental Declaration.

1.4 ANNUAL ASSESSMENT: As defined in Section 8.3.4.

1.5 BOARD: The board of directors of the Condominium Association, as constituted at any time or from time to time.

1.6 BUILDING: A structure being a portion of the Condominium Property which may contain one or more Dwelling Units, or which may contain residential dwellings that have not become Dwelling Units by reason of the fact that they have not been added to the Declaration by a Supplemental Declaration

1.7 BY-LAWS: The By-Laws of the Condominium Association that are attached hereto as **Exhibit E**, as may be amended from time to time in accordance with the Act and this Condominium Declaration.

1.8 COMMON ELEMENTS: All of the Condominium Property, except the Dwelling Units but including the Limited Common Elements and the Conservancy Area.

1.9 COMMON EXPENSES: The expenses of administration (including management and professional services) of the Condominium Property; except as otherwise specifically provided herein, the cost of maintenance, operation, repair, and replacement of the Common Elements (including the Conservancy Area) including, without limitation, maintenance, repair and replacement of any landscaping and fencing thereon; except as specifically provided herein, the cost of maintenance, repair and replacement of road ways and service walks, if any, located on the Condominium Property; except as specifically provided herein, the cost of additions, alterations, or improvements to the Common Elements; the cost of insurance required or permitted to be obtained by Board under Article Seven; the cost of general and special real estate taxes, if any, levied or assessed against the Common Elements owned by the Condominium Association; utility expenses for the Common Elements; any expenses designated as Common Expenses by the Act, this Condominium Declaration, or the By-Laws; if not separately metered

or charged to the Owners, the cost of waste removal, water, sewer, or other necessary utility services to the Buildings; and any other proposed or actual expenses affecting the Condominium Property lawfully incurred by or on behalf of the Condominium Association for the common benefit of the Owners, which may be allocated to each Dwelling Unit in the same ratio as the Unit Ownership.

1.10 CONDOMINIUM ASSOCIATION, OR ASSOCIATION: The Residences of Oak Brook Hills Condominium Association, an Illinois not-for-profit corporation, its successors and assigns.

1.11 CONDOMINIUM DECLARATION, OR DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time in accordance with the Act and this Condominium Declaration.

1.12 CONDOMINIUM PROPERTY: All the land, property, and space comprising those portions of the Development Area, all improvements and structures erected, constructed or contained therein, thereon or thereunder, including Buildings and a gatehouse, if any, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, which are by this Declaration submitted and subjected to the provisions of this Condominium Declaration and the Act and any portions of the Development Area or Additional Property which are hereafter pursuant to Article Ten submitted to and subjected to the provisions of this Condominium Declaration and the Act and are set forth in Exhibit B and Exhibit C as amended from time to time as described herein.

1.13 CONSERVANCY AREA: The wetland and wetland buffer conservation easement area, as more specifically delineated and depicted but not separately legally described on the Plat or Plats attached as Exhibit C, which area is and is hereby intended to be a Common Element, and which area is subject to the easements, covenants, conditions and restrictions more fully set forth in Sections 2.14 and 3.3. .

1.14 COUNTY: DuPage County, Illinois or any political entity that may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Condominium Declaration.

1.15 DAMAGED IMPROVEMENT: As defined in Section 7.6.

1.16 DECLARANT: M.L.C. Development Company, an Illinois corporation, its successors and assigns.

1.17 DEVELOPER: M.L.C. Development Company, an Illinois corporation, its successors and assigns.

1.18 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and all rights appurtenant thereto. Exhibit A is attached hereto for informational purposes, for the purposed described in Article X only and none of the covenants, conditions, restrictions and easements contained herein shall burden any portion of the Development Area, unless and until such portion is made part of the Condominium Property either by this Condominium Declaration or by a Supplemental Declaration.

1.19 DWELLING UNIT, OR UNIT: A part of the Condominium Property, including one or more rooms, designed or intended for independent single-family residential use. Each Dwelling Unit shall consist of the space enclosed and bounded by the planes constituting the boundaries of such Dwelling Unit as shown on the Plat and the fixtures and improvements located wholly within such boundaries which serve such Dwelling Unit exclusively. A Dwelling Unit shall not include the following, if any, wherever located:

- (a) any structural components of the Condominium Property; or
- (b) any component of a system which serves more than one Dwelling Unit where such component is an integral part of such system and is not intended to serve the Dwelling Unit exclusively.

Each Dwelling Unit is identified on the Plat by a distinguishing number. The legal description of each Dwelling Unit shall refer to such identifying number appearing in the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

1.20 FIRST MORTGAGE: A bona fide first mortgage, first trust deed or equivalent security interest covering a Unit Ownership.

1.21 FIRST MORTGAGEE: The holder of a First Mortgage.

1.22 FISCAL YEAR: The fiscal year of the Association, which shall commence at 12:00 a.m. January 1 and end at 11:59 p.m. December 31.

1.23 IMPROVEMENTS AND BETTERMENTS: As defined in Section 7.1.

1.24 LIMITED COMMON ELEMENTS: A portion or portions of the Common Elements which are identified and designated on the Plat as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more, but less than all, of the Dwelling Units, as more fully set forth in Article Two hereof.

1.25 MAINTENANCE FUND: All monies collected or received by the Board pursuant to the provisions of this Condominium Declaration and the Act.

1.26 OWNER: A Record owner, whether one or more Persons, of fee simple title to any Dwelling Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

1.28 PLAT: The plat or plats of survey attached hereto as **Exhibit C**, as such exhibit may be amended or supplemented from time to time, which set forth the measurements, elevations, and locations of the Condominium Property, the location of the planes which constitute the perimeter boundaries of each Dwelling Unit, a distinguishing number or other

symbol to identify each Dwelling Unit and Limited Common Elements, and such other data as may be required and permitted by the Act or this Condominium Declaration.

1.29 PLANNED DEVELOPMENT AGREEMENT: That certain Planned Development Agreement by and between the Village and Declarant dated October 2, 2003 and Recorded October 9, 2003 as Document No. R2003-390499.

1.30 P.U.D. ORDINANCE: Village of Westmont Ordinance Nos. 03-120, 03-121, and 03-122 all dated September 15th, 2003, and exhibits thereto, all as may be amended from time to time.

1.31 RECORD: To record with or having been recorded with the Recorder of Deeds of the County.

1.32 RESERVES: Those sums paid by the Unit Owners which are separately maintained by the Board for purposes specified by the Board, this Condominium Declaration or the Act.

1.33 RESIDENT: An individual who resides in a Dwelling Unit and who is either an Owner, a tenant of the Owner, a contract purchaser of the Dwelling Unit, or a relative of any such Owner, tenant or contract purchaser.

1.34 STANDARD ITEMS: As defined in Section 7.1.

1.35 SUPPLEMENTAL DECLARATION: A supplement to this Declaration as described in Article Ten.

1.36 TURNOVER DATE: The date on which any one of the following shall first occur:

(a) Sixty (60) days after Declarant has conveyed thirty five (35) Dwelling Units to purchasers for value (thirty five being 75% of the total number of residential dwellings which the Declarant is permitted to build pursuant to the P.U.D. Ordinance in effect as of the date hereto and which the Declarant may add and be made part of the Condominium Property pursuant to Article Ten);

(b) The expiration of three (3) years from the date of the Recording of this Condominium Declaration; or

(c) The date designated in written notice from the Declarant to all of the Owners as being the Turnover Date.

1.37 UNDIVIDED INTEREST: The percentage of ownership interest in the Common Elements appurtenant to a Dwelling Unit as herein and hereafter allocated on **Exhibit D** hereto, as may be amended from time to time.

1.38 UNIT OWNERSHIP: A part of the Condominium Property consisting of one Dwelling Unit and its Undivided Interest.

1.39 VALUE: The relative value of each and every Dwelling Unit, as required under the Act, shall be 1/46th (or 2.173913 %), which the Declarant has determined to be equal notwithstanding that any one Unit's sales price may be greater or lesser than sales price of any other Units created by the Declaration.

1.40 VILLAGE: The Village of Westmont, Illinois and the corporate authorities thereof.

1.41 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Six.

Words and phrases not defined in this Condominium Declaration shall be defined by the Act. To the extent of any inconsistency between the definitions in this Article One and elsewhere within this Condominium Declaration, the definition set forth elsewhere in this Condominium Declaration shall apply.

1.42 2002 CC&R: As defined in Section 4.1

ARTICLE 2

SCOPE OF CONDOMINIUM DECLARATION AND CERTAIN PROPERTY RIGHTS

2.1 REAL ESTATE SUBJECT TO CONDOMINIUM DECLARATION: Declarant, as the owner of fee simple title to the Development Area, expressly intends to and, by Recording this Condominium Declaration, does hereby subject and submit the Condominium Property to the provisions of the Act and this Condominium Declaration. Declarant shall have the right to subject additional portions of the Development Area herein defined as the Additional Property to the provisions of the Act and this Condominium Declaration as provided in Article Ten. None of the covenants, conditions, restrictions and easements contained in this Condominium Declaration shall burden any portion of the Development Area unless and until such portion is or becomes part of the Condominium Property by being described on Exhibit B and Exhibit C to the Declaration or Supplemental Declaration.

2.2 CONVEYANCES SUBJECT TO CONDOMINIUM DECLARATION: Except as otherwise expressly provided in this Declaration, all easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Condominium Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Condominium Property, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Condominium Declaration.

2.3 NO SEVERANCE OF OWNERSHIP: No Owner shall execute any deed, mortgage, lease or other instrument affecting title to a Unit Ownership without including therein both the Owner's interest in the Unit and the Unit's corresponding Undivided Interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed,

mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

2.4 ENCROACHMENTS: In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of the Condominium Property or any part thereof, (i) any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Dwelling Unit, or (ii) any part of any Dwelling Unit encroaches or shall hereafter encroach upon any part of any other Dwelling Unit or the Common Elements, then, in any such case, a valid mutual easement shall exist in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of the encroachment; *provided*, however, that in no event shall an easement for any encroachment be created in favor of any Unit Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such Owner or the Owner's agent; and *further provided*, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment is upon the Conservancy Area.

2.5 DESCRIPTION OF COMMON ELEMENTS: The Common Elements shall consist of all portions of the Condominium Property except the Dwelling Units. Without limiting the generality of the foregoing, the Common Elements shall include, but shall not be limited to, all improvements within the Condominium Property and within the Common Elements, except specifically for improvements within the Limited Common Elements which improvements are owned by the Owner who owns the Unit to which the Limited Common Element is assigned. Common Elements within the Condominium Property, including but not limited to roads, street lighting, gatehouse, landscaping, direction signs, storm water facilities, telecommunication and other utility lines servicing the Condominium Property (other than water mains owned, maintained and operated by the Village, and sanitary sewer facilities owned, maintained and operated by the Hinsdale Sanitary District, as further described in Section 2.11.4) may be constructed from time to time and are intended to be included within this description of the Common Elements and are hereby granted to the Association. Structural components of a Building, even if serving only one Dwelling Unit, shall be considered Common Elements.

2.6 OWNERSHIP OF COMMON ELEMENTS / UNDIVIDED INTEREST:

2.6.1 Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners. Each Dwelling Unit's corresponding percentage of ownership in the Common Elements ("Undivided Interest") has been determined by Declarant as required under the Act to be as set forth in **Exhibit D** attached hereto. Exhibit D may not be changed without unanimous written approval of all Owners and all First Mortgagees, except as hereinafter provided in Sections 7.6 or 7.7, Article Ten, or as permitted under the Act. The Common Elements shall remain undivided and no Owner shall bring any action for partition. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

2.6.2 Each Owner's portion of the votes in the Association subject to the Declarant's Reserved Rights to vote as described in Section 13.5 and each Owner's allocable share of the Common Expenses of the Association shall be in the same ratio as the Undivided Interest.

2.7 USE OF COMMON ELEMENTS:

2.7.1 No Owner or Resident shall have any right to use, possess, enter upon, or disturb the Conservancy Area described in Article 3 and depicted on Exhibit C except as expressly permitted by the Board pursuant to written rules and regulations promulgated by the Board from time to time.

2.7.2 Except as restricted by Section 2.7.1 and Article 3, each Owner shall have the right to use the Common Elements (except the Limited Common Elements or portions occupied pursuant to leases, licenses or concessions made by the Board) in common with all other Owners, as may be required for ingress and egress to and from his respective Dwelling Unit, and for such other purposes not prohibited hereunder.

2.7.3 Except as restricted by Section 2.7.1 and Article 3, each Owner shall have the right to the exclusive use and possession of any Limited Common Elements which serve his Dwelling Unit. Each Owner shall have the right to the nonexclusive use, in common with other Owners, of the Limited Common Elements which serve his Dwelling Unit and the Dwelling Units of such other Owners to which such Limited Common Element is also assigned and appurtenant.

2.7.4 Except as restricted by Section 2.7.1 and Article 3, the rights to use and possess the Common Elements, including the Limited Common Elements, as herein provided, shall extend to each Owner, and the agents, servants, tenants, and invitees of each Owner and such rights and easements shall be subject to and governed by the provisions of the Act, this Condominium Declaration, the By-Laws, and the reasonable rules and regulations promulgated from time to time by the Board.

2.7.5 Lawn care chemicals applied to Common Elements and Limited Common Elements are restricted to organically bound and slow-release types.

2.8 LEASE OF COMMON ELEMENTS: The Board shall have the right and authority, subject to the provisions of the Act, this Condominium Declaration and the By-Laws, to lease or grant licenses or concessions with regard to parts of the Common Elements (other than Limited Common Elements and the Conservancy Area). The rental, fees and terms of any such lease, license or concession shall be determined by the Board and any and all proceeds therefrom shall be used to pay the Common Expenses and shall be taken into account in the preparation of the annual budget.

2.9 DESCRIPTION OF LIMITED COMMON ELEMENTS:

2.9.1 The Limited Common Elements are such portion or portions of the Common Elements which are designated by the Declaration or the Plat as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more, but less

than all, of the Dwelling Units. Without expanding upon the foregoing, there may be within such area designated as a Limited Common Element any of the following elements and components which shall constitute part of the Limited Common Element: all driveways, walkways, service walks; mailboxes, and patio lighting fixtures; air-conditioning units; any ground surface whether paved, covered in grass and/or in landscaping; perimeter doors (including garage doors), door frames, windows and window frames which serve the Dwelling Unit exclusively; the interior surface of perimeter walls, ceilings and floors which define the boundary planes of the Dwelling Unit; and any system or component part thereof (other than a structural component of a Building) which serves the Dwelling Unit exclusively to the extent that such system or component part is located outside the boundaries of the Dwelling Unit including as a Limited Common Element any patio, balcony, deck or porch whether screened or not. The foregoing listing of Limited Common Element components is not exclusive.

2.10 USE OF LIMITED COMMON ELEMENTS: Each Unit Owner and Resident shall have the right to (i) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner, which right shall be appurtenant to and shall run with the title of such Unit, and, except as provided in this Declaration, shall not be separated from such Unit, and (ii) the use and possession of the Limited Common Elements serving the Unit of such Owner in common with one or more (but not all) other Units, which use and possession shall be to the exclusion of all other persons except the Owner of any such other Unit to which such Limited Common Elements shall respectively appertain. The use of Limited Common Elements may be transferred between Owners at their expense in accordance with the Act or as expressly provided in this Declaration.

2.11 ACCESS AND UTILITY EASEMENTS:

2.11.1 Each Owner shall have a non-exclusive easement for vehicular and pedestrian access over and across all roadways from time to time located on the Common Element areas. The owners from time to time of those portions of the Development Area that are not a part of the Condominium Property are hereby granted and reserved a perpetual, non-exclusive easement of access over and across the roadways located on the Common Elements.

2.11.2 Each Owner is hereby granted a perpetual non-exclusive easement for emergency access and egress on, over and across all portions of the adjoining Units, including those portions that are Limited Common Elements, in the event of imminent threat to personal safety. The easement herein granted shall benefit the Owners and other occupants, from time to time, of each Unit and their respective guests and invitees.

2.11.3 The County, the Village, and any other governmental authority which has jurisdiction over the Development Area and Condominium Property or which undertakes to provide potable and emergency water services and sanitary sewer services to the Development Area and Condominium Property are hereby declared, granted and reserved access easements for ingress and egress to, over and across the Condominium Property and the Development Area for the purpose of providing any such services and for carrying out governmental functions and obligations.

2.11.4 Permanent, non-exclusive, easements are hereby reserved for and granted to the Village and to the Hinsdale Sanitary District, and to any utility company or companies ("the Company"), whether operating under franchise from said Village, and to their successors and assigns, in, on, upon, across, under, along and through the Development Area and Condominium Property within the easement areas identified and depicted upon Exhibit C for the purposes of installing, laying, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing and maintaining pipes, meters, conduits, cables, wires, and other equipment, and without limitation, such other installation as may be required to furnish water, sanitary sewer and utility service to the Development Area and Condominium Property, and such appurtenances and additions thereto as said Village, Sanitary District and the Company may deem necessary, together with the reasonable right of ingress and egress across the Development Area and Condominium Property for said purposes. The right is also hereby granted to the Village, the Hinsdale Sanitary District, and the Company to cut down, trim or remove any trees, shrubs or other plants that materially interfere with the operation of or access to said service facilities located in, on, upon, across, under and through the Development Area and Condominium Property. The Declarant, Board or Association may hereafter grant other or additional easements for utility purposes and for other purposes including such easements as the Developer may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements, for the benefit of the Condominium Property, over, under, along and on any portion of said Common Elements, and each Owner hereby grants the Board or Association an irrevocable power of attorney coupled with an interest to execute, acknowledge and record for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby or pursuant hereto, no Owner shall be deprived of, or be subjected to material interference with, the use of its Unit or any Limited Common Elements serving its Unit, other than reasonably and temporarily). Easements are also hereby declared and granted to the Village, Sanitary District and Company to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines, meters, components of the communications systems, if any, or structural components, which may run through the common walls of any Units and which constitute or will constitute Common Elements, whether or not such wall lies in whole or in part with the Unit boundaries. Notwithstanding the foregoing, none of the easements and rights reserved and granted herein shall be exercised upon, over, under, across or through the Conservancy Area except as specifically provided in Article Three.

2.11.5 Declarant hereby reserves to itself and the Association, and their respective successors and assigns, the right, without notice to, or the consent of, any Owner or mortgagee of a Unit: (1) to record a supplement to the Plat showing the location of any or all of such utility or entertainment conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment "as built" and (2) to record, from time to time, additional supplements to the Plat, showing additions, modifications and deletions to any or all of such conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment. Once the location of the easement to any such utility or other entity is shown by a supplement or additional supplement to the Plat as aforesaid, the easement granted by this Section 2.11 to such utility or other entity shall be limited to the area or areas depicted and designated on such supplement or additional supplement to the Plat. An irrevocable power of attorney coupled with an interest is hereby granted to Declarant and the Association, acting by and through their respective duly authorized officers, their respective successors, assigns, agents

and designees, and each of them singly without the other's consent, to do or cause the foregoing to be done. The acceptance of each deed, mortgage, trust deed or other instrument with respect to a Unit shall be deemed a grant of such power to each of said attorneys-in-fact, an acknowledgment of a consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to record any and all such supplements.

2.12 BLANKET EASEMENTS IN FAVOR OF DEVELOPER AND OTHER PARTIES AND OTHER EASEMENTS. The right of the Association and an Owner to use and possess the Common Elements as set forth in this Article 2 shall be subject to a blanket easement over the Common Elements (including the Conservancy Area as to subparagraphs (1) and (2) in favor of Declarant and Developer, their successors and assigns, and their respective representatives, agents, associates, employees, contractors, subcontractors, successors and assigns for the purpose of (1) access and ingress to and egress from, over and across the Common Elements, (2) construction, installation, repair, replacement, and restoration of utilities, landscaping and any other improvements on the Development Area or Additional Property, and (3) the installation and maintenance of signs advertising the Units and residential development of the Development Area and signs directing potential purchasers to the sales office and models erected in connection with such residences. The foregoing easements shall continue until such time as neither Declarant nor Developer nor their successors and assigns holds legal title to, or the beneficial interest in any trust holding legal title to, either any Units or the Additional Property or any portion of Development Area, at which time such easements shall cease and be of no further force and effect without the necessity of any further action. The foregoing easements shall be deemed and taken to be covenants running with the land.

2.13 BLANKET EASEMENTS IN FAVOR OF ASSOCIATION. A blanket easement over the Condominium Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under this Condominium Declaration. The authorized representatives of the Association or the Board, or of its manager or managing agent of the Common Elements, shall be entitled to reasonable access to, over, and through the individual Units as may be required in connection with the operation, maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

2.14 CONSERVANCY AREA CONSERVATION EASEMENT; CONSERVANCY AREA RESTRICTIVE COVENANT: The Association and the entity managing the Conservancy Area, and their employees, agents and contractors are hereby granted a non-exclusive easement over, across, under and through the Conservancy Area to carry out their obligations under this Declaration, including those set forth in Section 3.3 and as may be promulgated by the Board. The Declarant and the Association, or both, as applicable, shall have the right and authority from time to time to grant easements or licenses with respect to the Conservancy Area for such uses and purposes as the Declarant or, after the Turnover Date, the Board, deems to be in the best interest of the Owners and which are not prohibited hereunder. The Conservancy Area conservation easement shall benefit the Owners, the Village, the County, and such other parties as the Declarant or the Association shall deem appropriate.

2.15 ADDITIONAL EASEMENTS: In addition to the easements provided for herein, the Board, on behalf of all of the Owners, shall have the right and power (a) to grant such

easements with respect to the Common Elements (except the Limited Common Elements) as the Board deems necessary and proper, including, without limitation, access easements for emergency and service vehicles operated by any governmental authority or private enterprise and/or easements related to the installation and operation of a cable or satellite television system or other communication systems and/or (b) to cancel, alter, change or modify any easement which affects the Condominium Property and does not benefit an Owner, as the Board shall, in its discretion, determine. Without limiting the foregoing, until such time as the Declarant no longer holds title to Condominium Property or any portion of the Development Area, the Board shall grant such easements as the Declarant may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements or portions of the Development Area which are not part of the Condominium Property or to provide owners of the Development Area with necessary utility services. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit Ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Condominium Association and duly Recorded.

2.16 RESERVED RIGHTS: Developer and Declarant have reserved certain rights as more fully set forth in Article 13 and elsewhere in this Condominium Declaration.

2.17 BOARD'S RIGHT OF ENTRY: The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Dwelling Unit, including any Limited Common Elements, when necessary in exercise of its authority under Article Three, or in connection with any maintenance, repair and replacement for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, as a Common Expense.

2.18 JOINT FACILITIES: To the extent that equipment, facilities and fixtures within a Dwelling Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Dwelling Units or the Common Elements, then the use thereof by the individual Owner shall be in all respects reasonable as it affects the other Owners. The authorized representatives of the Board, or of the manager or managing agent, shall be entitled to reasonable access to the Dwelling Units as may be required in connection with maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Dwelling Units or the Common Elements.

2.19 SEPARATE MORTGAGES: Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his respective Unit Ownership. No Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Condominium Property or any part thereof, except only to the extent of his Unit Ownership.

2.20 LEASE OF DWELLING UNITS: Any Owner shall have the right to lease all (and not less than all) of his Dwelling Unit subject to the following provisions:

(a) No Dwelling Unit shall be leased for less than six (6) months or for hotel or transient purposes.

(b) Any lease or rental agreement shall be in writing and shall provide that such lease or rental agreement shall be subject to the terms, condition and requirements of this Condominium Declaration, By-Laws and rules and regulations of the Condominium Association and that any failure of the lessee to comply with the terms of this Condominium Declaration shall be a default under the lease. The Association is hereby expressly deemed to be a third-party beneficiary of any such lease; and any violation of this Condominium Declaration, By-Laws or rules and regulations of the Condominium Association shall be deemed a default under such lease entitling the Association to exercise any and all remedies under the lease or available at law or equity, regardless of Owner's action or inaction in response to such default. The lessor and lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Condominium Declaration.

(c) Each Owner who leases its Dwelling Unit shall be required to furnish the Condominium Association with a copy of the lease no later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, and shall promptly notify the Condominium Association of any change in status of the lease. The Condominium Association shall maintain a record of such information with respect to all leased Dwelling Units.

2.21 REAL ESTATE TAXES: In each Condominium Purchase Agreement for a Dwelling Unit the Declarant has made specific provision for the payment of real estate taxes for the year of the closing of that Dwelling Unit by and between the Declarant and the Buyer as defined therein. However, in order to also provide for the proper allocation and payment of real estate taxes for the Development Area and those portions thereof which are or become Dwelling Units the following provisions shall also apply so that Unit Owners whether they closed or not in the hereinafter defined Tax Year shall have a proper allocation of tax liability and obligation to pay same. In the event that a real estate tax bill is issued for a particular year (the "Tax Year") with respect to portions of the Development Area which, as of December 31 of the Tax Year, consisted of (i) Additional Property and Condominium Property; (ii) more than one Dwelling Unit, and/or (iii) Common Elements and no Dwelling Units, the obligation for payment of the tax bill shall be apportioned between the Declarant, the Additional Property owner, the Association, and Unit Owners in accordance with the following:

(a) If the bill for the Tax Year covers Additional Property and Condominium Property, the bill shall be apportioned among the Condominium Property and each portion of the Additional Property by the Declarant in its reasonable judgment upon review of the relevant records of the County Assessor, to the extent available;

(b) Each Additional Property Owner shall be responsible for the payment of that portion, if any, of the bill for the Tax Year which is so apportioned to Additional Property owned by such Additional Property Owner;

(c) The portion of the tax bill for the Tax Year which is apportioned to Condominium Property shall be paid by the Owners of Dwelling Units in the Condominium

Property as provided in this subparagraph. The Owner of each Dwelling Unit in the Condominium Property (other than the Declarant) shall pay, as such Owner's share of the tax bill for the Tax Year, an amount equal to the purchase price paid for the Dwelling Unit when first purchased from Declarant, multiplied by a fraction, the numerator of which shall be the number of days during the Tax Year that such Dwelling Unit was owned by an Owner other than the Declarant and the denominator of which shall be 365, multiplied by the real estate tax rate imposed upon the subject property for the subject tax year ("Sold Dwelling Unit's Share of Taxes"). Declarant may reduce a Sold Dwelling Unit's Share of Taxes by a fraction determined by Declarant in its sole and absolute discretion, which fraction shall be applied to reduce the Sold Dwelling Unit's Share of Taxes for all Dwelling Units. Each Sold Dwelling Unit's Share of Taxes, as reduced, shall be paid to or as directed by the Declarant in such amounts and at such times as directed by the Declarant. If the total of all Sold Dwelling Unit's Share of Taxes, as reduced, for the Tax Year is less than the portion of the tax bill for the Tax Year which is apportioned to the Condominium Property, the Declarant shall pay the difference. If the total amount actually paid by Owners other than Declarant pursuant to this subparagraph exceeds the amount of the tax bill for the Tax Year apportioned to the Condominium Property, then the excess (the "Excess") shall be retained and/or disbursed, as determined by the Board in its reasonable discretion, using one of the following options or a combination of the following options:

(i) Return some or all of the Excess to the Owners who made the required payment with each such Owner receiving an amount equal to the amount of the portion of the Excess being returned multiplied by a fraction, the numerator of which shall be the amount paid by the Owner and the denominator of which shall be the total amount paid by all Owners (other than Declarant); and/or

(ii) Retain some or all of the Excess and add it to the Capital Reserves.

(d) The Condominium Association shall use its best efforts to collect amounts due hereunder prior to the due date of the installments of the tax bill for the Tax Year; provided, that, if insufficient funds are received from the Owners and the Declarant to pay the portion of the bill allocated to the Condominium Property, the Condominium Association shall advance the difference. Any amounts due from an Owner to the Condominium Association under this Section shall be a charge hereunder and, if not paid when due, the Condominium Association shall have all remedies provided for in Articles Eight and Nine.

(e) The Condominium Association shall have the right and power to engage the services of a real estate tax consultant, an attorney and/or an accountant to assist the Condominium Association in determining the amounts due from each Owner and the Declarant with respect to a tax bill hereunder, to challenge the real estate tax Assessments or bills, or to collect amounts due hereunder from an Owner. The fees for such services shall be Common Expenses hereunder.

2.22 MECHANIC'S LIENS: The Board may, with respect to any mechanic lien claims, act at any time in accordance with Illinois Compiled Statutes, 765 ILCS 605/9.1, as same may be amended from time to time and further 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 Condominium Property or Common Elements, rather than against a particular Unit Ownership. When less than all the Owners are responsible for the existence of any such lien, the 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 and expenses) incurred by reason of such lien.

ARTICLE 3

USE, OCCUPANCY AND MAINTENANCE OF THE CONDOMINIUM PROPERTY

3.1 MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON ELEMENTS AND OTHER PROPERTY:

3.1.1 Except as otherwise specifically provided in this Condominium Declaration, the maintenance, repair and replacement of the Common Elements, and improvements located thereon, shall be furnished by the Condominium Association as part of the Common Expenses. Without limiting the foregoing, it is intended that the Condominium Association shall be responsible for: control of erosion and the maintenance of landscaping (including maintaining and mowing grass and cutting and controlling weeds and other vegetation) within the Common Elements; maintenance of roadways, curbs and gutters, entranceway monuments, storm sewers and storm drains, culverts, pipes, all within the Common Elements; and maintenance and restoration of the Conservancy Area (as further provided in Section 3.3).

3.1.2 The Village of Westmont shall maintain and repair any water service mains which are located in the Common Elements. The Hinsdale Sanitary District shall maintain and repair any sewer service mains that are located in the Common Elements. The Association shall be solely responsible for restoring landscaping of any Common Elements which are damaged by the maintenance and repair activities of the Village and the Sanitary District.

3.1.3 Except as hereinafter provided, with respect to a particular category or class of Limited Common Elements, instead of furnishing the maintenance, repair or replacement of such category or class of Limited Common Elements as a Common Expense, the Board may, in its discretion, (i) require each Owner to furnish such services to the Limited Common Elements which are appurtenant to his Dwelling Unit at his own expense, or (ii) furnish such services to the Limited Common Elements but assess the cost thereof directly to the Owners of Dwelling Units benefited thereby on the basis of Undivided Interests, in equal shares or such other reasonable basis as the Board shall deem appropriate.

3.2 MAINTENANCE, REPAIR AND REPLACEMENT OF DWELLING UNITS AND LIMITED COMMON ELEMENTS:

3.2.1 Each Owner shall furnish and be responsible, at his expense, for all of the maintenance, repairs and replacements within his Dwelling Unit and the Limited Common Elements appurtenant thereto and shall keep them in good condition and repair. The Board may,

in its discretion, cause maintenance services to be performed within a Dwelling Unit or to the Limited Common Elements appurtenant thereto upon the request of an Owner and may charge a reasonable fee for such services. Without limiting the foregoing, and in accordance with Sections 5.2 and 5.4 and Article Seven, to the extent that insurance carried by the Condominium Association covers damage to a Dwelling Unit or the Limited Common Elements appurtenant thereto (including, without limitation, broken windows, perimeter doors or garage doors), the Condominium Association shall make any insurance proceeds received by the Condominium Association as a result of any such damage available to the Owner to pay for or reimburse the Owner for payment of the cost of repairing the damage.

3.2.2 The maintenance, repair and replacement of any porches, decks, balconies and patios may be furnished by the Owner to which such Limited Common Element is appurtenant and the cost of general maintenance, repair and replacement thereof shall not be a Common Expense but shall be borne by the Owners of such Dwelling Units which have balconies and patios, if any, as Limited Common Elements, on the basis of Undivided Interests, in equal shares, or such other reasonable basis as the Board shall deem appropriate; provided, the cost of maintenance, repair and replacement for negligent or willful damage to balconies and patios, if any, caused by an Owner shall be assessed directly to such Owner.

3.2.3 Whenever the Board shall determine, in its discretion, that any maintenance, repair, or replacement of any Dwelling Unit or Limited Common Elements is necessary to protect the Common Elements or any other portion of the Condominium Property (i) if such work is made necessary through the fault of the Owner, then the Board may direct the Owner thereof to perform such maintenance, repair, or replacement and pay the cost thereof to the extent not covered by insurance, if any, carried by the Condominium Association, including, without limitation, the deductible amount under any applicable insurance policy, or (ii) if such work is made necessary through no fault of the Owner, then the Board may cause the work to be done and may, in its discretion, assess the cost thereof directly to the Owners of the Dwelling Units, or Limited Common Elements appurtenant thereto, with respect to which the work is done on the basis of Undivided Interests, equal shares or such other reasonable basis as the Board shall deem appropriate. If an Owner fails or refuses to perform any such maintenance, repair, or replacement within a reasonable time after being so directed by the Board pursuant to the preceding sentence, then the Board may cause such maintenance, repair, or replacement to be performed at the expense of such Owner. The determination of whether or not the work is made necessary through the fault of the Owner shall be made by the Board and such determination shall be final and binding.

3.3 MAINTENANCE, MANAGEMENT AND USE OF CONSERVANCY AREA:

3.3.1 The costs of maintenance, management, and restoration of the Conservancy Area shall be a Common Expense.

3.3.2 The Conservancy Area shall be maintained and managed solely by the Association or at its direction and control and in accordance with this Condominium Declaration. The maintenance, management, and, if required, the restoration of the Conservancy Area, shall follow guidelines and the terms and conditions of all regulations or any permits or compliance orders from time to time issued by the governmental authority which has jurisdiction over

maintenance and management of the Conservancy Area. The Association may delegate the responsibility for the preparation of a Conservancy Area management plan to another entity. The Association may, approve and adopt, but shall not be obligated to approve or adopt except as may be required by the County or other governmental authority with jurisdiction, a Conservancy Area management plan including any modification or amendments to the prior plans. The wetland buffer areas (as depicted and designated on Exhibit C) shall be maintained in accordance with any and all County-approved Buffer Management Plan related to same, for the duration set forth therein. The County shall approve all amendments to the Buffer Management Plan. For the duration of the Buffer Management Plan, the entity managing the Conservancy Area shall inspect the same at least quarterly to ensure compliance with the provisions of this Declaration and provide a written report of same to the Association and the County.

3.3.3 Notwithstanding the foregoing Section 3.3.2, for the duration of the easements provided to Declarant and Developer in Section 2.12, or until Developer earlier gives written notice to the Association that it relinquishes the power and interest granted herein, the Association grants to Developer a power of attorney coupled with an interest to obtain all Conservancy Area permits, to perform under such permits and compliance orders, and to maintain and manage the Conservancy Area in accordance with this Article, and otherwise exercise all other rights and obligations of the Association and the Owners over the Conservancy Area.

3.3.4 Use of the Conservancy Area shall be governed by and subject to the following restrictions and provisions:

(a) No lawn care chemicals shall be allowed within the Conservancy Area. Lawn care chemicals applied to Common Elements and Limited Common Elements are restricted to organically bound and slow-release types.

(b) All management and maintenance activities related to carrying out the management plan must also be consistent with the management plan as prepared by the Association.

(c) No structures, either temporary or permanent, including but not limited to, tents, patios, garages, storage sheds, homes, fences, or tree houses shall be allowed within the Conservancy Area.

(d) No part of the Conservancy Area shall be used or caused to be used, directly or indirectly, for any residential, commercial, manufacturing, storage, vending or other related purposes.

(e) No electronic bug killing devices shall be used in the Conservancy Area.

(f) Except as consistent with the management plan, there shall be no removal, destruction or cutting of trees or plants, grazing of domestic animals or disturbance or change in the natural habitat within the Conservancy Area.

(g) There shall be no manipulation or alteration of natural water courses, or other water bodies, or uses detrimental to water quality within the Conservation Area except pursuant to a management plan and the Buffer Management Plan.

(h) There shall be no operation of any vehicle, whether motorized or not, within the Conservancy Area, except as may be necessary to fulfill the requirements of a management plan and the Buffer Management Plan.

(i) There shall be no filling, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials within the Conservancy Area except pursuant to the management plan.

(j) Natural vegetation shall be maintained or replanted wherever possible and no exotic species shall be introduced within the Conservancy Area, except pursuant to the management plan.

3.3.5 With the exception of special service area taxes levied pursuant to Section 3.5, all sums required to maintain the Conservancy Area shall constitute Assessments under Article Eight.

3.3.6 Any person, firm, or corporation who is adjudged guilty of violating the terms of Section 3.3.3 shall be subject to a fine by the Association of not less than \$500.00 nor more than \$2,000.00 for each offense. Each day that any violation occurs shall constitute a separate offense.

3.4 ADDITIONS, ALTERATIONS OR IMPROVEMENTS:

3.4.1 The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Owners benefited thereby) any additions, alterations, or improvements to the Common Elements. Subject to the provisions of Section 8.6, the cost of any such work to the Common Elements may be paid out of a special Assessment.

3.4.2 An Owner shall not make any additions, alterations or improvements to his Dwelling Unit or to the Limited Common Elements appurtenant thereto where such work alters the structure of the Dwelling Unit or increases the cost of insurance that is required to be carried by the Condominium Association hereunder.

3.4.3 Except as may be permitted by this Condominium Declaration, and subject to the prior written consent of the Board, an Owner shall not make any additions, alterations or improvements (including, without limitation, installation of storm windows, storm doors, plantings, landscaping, or painting, staining, or changes to the color of exterior surfaces of the Building or any balcony or deck or porch or patio, if any,) to any part of the Common Elements or the Limited Common Element. In no case may the Board approve, nor may an Owner add, a balcony, patio, deck or porch or screen same except pursuant to rules and regulations adopted by the Board and pursuant to the specific written consent of the Board of such an addition.

3.4.4 The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by an Owner (i) upon the Owner's agreement that any addition, alteration or improvement will be substantially similar in quality of construction and design to any similar addition, alteration or improvement constructed by Declarant and (ii) upon Owner's agreement either (A) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time promulgate, or (B) to pay to the Condominium Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement.

3.4.5 If an addition, alteration or improvement is made by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Condominium Property to its original condition, all at the Owner's expense; or

(b) If the Owner refuses or fails to properly perform the work required under (1), then, subject to the provisions of Article Seven, the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions that it may impose upon the giving of its prior consent under this Section.

3.5 SPECIAL SERVICE AREA: The Village shall have the right, but not the obligation, to create a Special Service Area encompassing and burdening the Condominium Property, pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5, as same may be amended, for the purpose of upkeep, maintenance and/or renovation of the Conservancy Area and other Common Elements in the event the Association fails to maintain such Common Elements. The Board, Association and every Owner hereby consent to the creation of such Special Service Area and hereby waive any objection to the levying of special service area taxes as to such matters; provided, however, that the Board, Association and any Owner do not hereby waive any right to object to the reasonableness of the amount of any special service area taxes or to the method of calculation of the proposed special service area taxes.

3.6 DAMAGE CAUSED BY OWNER: If, due to the act of or the neglect of an Owner or a Resident of a Dwelling Unit, a household pet, guest or other occupant or invitee of such Owner or Resident, damage shall be caused to a part of the Condominium Property and maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then the Owner of the Dwelling Unit in which such Owner or Resident resides 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, if any, carried by the Condominium Association, including, without limitation, the deductible amount under any applicable insurance policy.

3.7 USE RESTRICTIONS:

3.7.1 Except as otherwise provided in Sections 3.7.2 and 3.7.3, each Dwelling Unit shall be used only as a residence and no business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Condominium Property.

3.7.2 No Resident shall be precluded with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein, or (iii) handling his personal business or professional calls or correspondence therefrom.

3.7.3 No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit or the Common Elements except that Unit Owner may conduct his/her lawful occupation, but only in compliance with the Home Occupation provisions of the Village of Westmont Zoning Ordinance, as they may be amended from time to time.

3.8 SPECIAL SERVICES: The Board may furnish to a Unit Owner or Unit Owners special services relating to the use and occupancy of a Dwelling Unit or Dwelling Units and may charge the cost of providing such services to the Owner or Owners who benefit from the service. Without limiting the foregoing, the Condominium Association may contract with a provider of a special service, such as satellite TV service, cable TV service, internet access or other similar service, and either make such service available to all Dwelling Units or offer such service to each of the Owners on a voluntary basis. The Board may charge the Owner of each Dwelling Unit which receives any such service for the reasonable cost of providing such service, which may be allocated in equal shares for each of the Dwelling Units which is served, on the basis of Undivided Interests or on such other reasonable basis as the Board may deem appropriate. Any amount charged to a Owner for services furnished pursuant to this Section shall be due and payable at such time or times as designated by the Board and failure to pay any such amount shall give rise to a lien provided for in Section 8.1.

3.9 USE AFFECTING INSURANCE: Nothing shall be done or kept in any Dwelling Unit or in the Common Elements which will increase the rate of insurance on the Condominium Property or contents thereof, applicable for residential use, without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Dwelling Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium Property, or contents thereof, or which would be in violation of any law.

3.10 SIGNS: Except as provided in Article Thirteen, no "For Sale", "For Rent" or any other sign of any kind or other form of solicitation or advertising or window display shall be erected, maintained or permitted on the Condominium Property unless permitted pursuant to reasonable rules or regulations adopted by the Board from time to time. Without limiting the foregoing, the Board may from time to time designate an area within the Common Elements which may be used to display "for rent" and/or "for sale" signs of such size as shall be designated from time to time by the Board. Notwithstanding the foregoing, the right is reserved by the Developer or its agents to place and maintain on the Common Elements or any Unit it

owns, as long as Developer is engaged in sales activities in connection with the Condominium Property, sales models, a sales office, advertising signs or banners and lighting in connection therewith, at such locations and in such forms as the Developer shall determine.

3.11 ANIMALS: No animals of any kind shall be raised, bred or kept in any Dwelling Unit or in the Common Elements; except that not more than two (2) usual household pets (e.g. domesticated canines and felines) may be kept in Dwelling Units subject to rules and regulations adopted and promulgated by the Board; provided that they are not kept, bred or maintained for any commercial purposes; provided that they are not allowed to run loose on the Condominium Property except in areas, if any, as may be designated by the Board; and provided further that any such pet kept in violation of rules and regulations adopted and promulgated by the Board or causing or creating a nuisance or unreasonable disturbance, in the judgment of the Board, shall be permanently removed from the Condominium Property upon ten (10) days' written notice from the Board. The decision of the Board shall be final. Rules and regulations adopted and promulgated by the Board may prohibit certain species of pets or pets of more than a specified weight being kept in the Dwelling Units. Each Owner and each Resident shall be responsible for picking up after any animal bred or kept in such Owner or Resident's respective Dwelling Unit, including, without limitation, removing any waste deposited anywhere on the Common Elements. The limitations herein and as may be adopted by the Board as to number, species and weight of household pets shall not apply to "seeing eye" dogs and other such animals as are kept for similar utility purposes.

3.12 TELECOMMUNICATIONS FACILITIES: Subject to applicable federal, state and local ordinances, laws and regulations, and except as otherwise provided herein, no mast, satellite dish, antennae or other structure for transmitting or receiving messages, programs or data shall be erected, permitted or maintained in or upon any part of the exterior of the Condominium Property. In compliance with Section 207 of the federal Telecommunications Act of 1996, and the rules and regulations promulgated thereby, devices designed for over-the-air reception of television broadcast signals, multichannel multipoint distribution services or direct broadcast satellite services (collectively "Dishes") which promote a viewer's ability to receive video programming services, shall be permitted. Any and all Dishes permitted pursuant to this section shall be installed in full compliance with all health, safety, fire and electrical codes, rules, regulations, ordinances, statues and laws of the Federal Government, State of Illinois and DuPage County and the Association (collectively "Health and Safety Laws"). All Dishes installed shall be properly grounded and installed in full compliance with all installation requirements of the manufacturer and all Health and Safety Laws. No Dishes shall be installed within the close proximity of any power lines. Dishes shall not be affixed to the exterior walls or roof or other exterior element of a Building, including any patio or balcony, and may only be affixed to or mounted upon the grounds of the Limited Common Element appurtenant to a Dwelling Unit on poles not more than four (4) feet in height; provided, however, the Board shall approve the location of Dishes. All Dishes installed, to the extent feasible, shall be painted or of such a color so that the Dish blends into the background where it is located, provided, however, said painting requirement does not prohibit or unreasonably interfere with the reception or signal received by the viewer. Notwithstanding anything contained herein to the contrary, the installation of any Dish shall be at the Unit Owner's sole risk and sole cost and expense and, in the event the installation of any Dish causes any damage or destruction to any dwelling or other improvement installed by Developer or any Unit or voids or impairs any warranty which runs for

the benefit of the Developer, other Unit Owners or the Association, the Unit Owner installing and owning said Dish shall be liable and responsible for and shall pay for any and all costs, expenses, fees and damages and repair any and all damage or destruction created thereby, including reasonable attorneys fees and court costs. No Dish shall be affixed to, installed or placed upon the Common Element except upon the prior written consent of the Developer or Association, not to be unreasonably withheld, and shall only be installed or placed upon the Common Element or Limited Common Element in conjunction with the Association's duly adopted rules and regulations. No Dish shall exceed eighteen inches (18") in diameter provided such restriction does not violate the Telecommunications Act of 1996. Notwithstanding anything contained herein to the contrary, any Unit Owner installing and affixing any Dish to an improvement within the Limited Common Element hereby agrees to and shall indemnify, defend and hold Developer and the Association harmless from and against any and all costs, expenses, suits, damages, destruction to any real property or any person, including attorneys fees and court costs, caused by, either directly or indirectly, the installation, affixing and maintaining, whether by said Unit Owner or a third party contractor, of a Dish pursuant to this Declaration. The Board may pursuant to duly adopted rules and regulations require the Owner to provide the Board with a certificate of insurance naming the Association prior to any work underwritten pursuant to this Section.

3.13 OTHER STRUCTURES: No structure of a temporary character, including, without limitation, a trailer, recreational vehicle, mobile home, tent, solarium, greenhouse, shack or other out-building shall be used, stored or maintained anywhere in or on the Condominium Property either temporarily or permanently, except as expressly approved, in writing, by the Board.

3.14 STRUCTURAL IMPAIRMENT: Nothing shall be done in, on or to any part of the Condominium Property which would impair the structural integrity of any Building or structure located on the Condominium Property.

3.15 PROSCRIBED ACTIVITIES:

3.15.1 No noxious or offensive activity shall be conducted in any Dwelling Unit or Limited Common Element or in the Common Elements, nor shall anything be done thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Residents, or which shall in the judgment of the Board cause unreasonable noise or disturbance to others. Without limiting the foregoing, no stereo speakers or other sound equipment shall be installed in or attached to either an outside wall of a Dwelling Unit or to any common wall separating two Dwelling Units or in a Limited Common Element.

3.15.2 Draperies, blinds, curtains or other window coverings must be installed on all windows of a Unit within thirty (30) days of a Unit Owners' acquisition of a Unit and such window coverings shall be maintained by each Unit Owner on each window within a Unit.

3.15.3 Owners shall not cause or permit anything to be placed on outside walls, doors and windows of their Dwelling Unit or any additions thereto or any exteriors of improvements within a Limited Common Elements assigned to a Dwelling Unit, and no sign, awning, canopy, shutter, or air conditioning unit shall be affixed to or placed in, through or upon

the exterior walls, doors, windows or roof or any part thereof, without the prior consent and approval of the Board as described in the By-Laws and Rules and Regulations.

3.15.4 There shall be no obstruction of the Common Elements nor shall anything be stored in, on, under or above the Common Elements (except in areas designed for such purpose) without the prior written consent of the Board, or except as hereinafter expressly provided.

3.15.5 No part of the Condominium Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

3.15.6 No swimming pools shall be permitted on any part of the Condominium Property. For the purposes of this Declaration, a swimming pool is defined as a receptacle for water or an artificial pool of water intended for the purpose of immersion or partial immersion therein of human beings, which has a depth at any point of more than three feet (3') and which has a diameter or a width or dimension which is greater than six feet (6').

3.15.7 No visible oil or gas tank for fuel or other purposes shall be erected or maintained on any part of the Condominium Property.

3.16 NO UNSIGHTLY USES:

3.16.1 No clothes, sheets, blankets, laundry of any kind, or other similar articles shall be hung out on any part of the Common Elements except as may be permitted by rules and regulations of the Board.

3.16.2 The Condominium Property shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board. Unless otherwise provided in rules and regulations adopted and promulgated by the Board, all rubbish, garbage, debris and other unsightly materials shall be kept within garages and shall be placed curbside no earlier than 6:00 p.m. the evening before the day of collection and the empty receptacles shall be removed from curbside and returned to the Dwelling Units no later than 7:00 p.m. on the day of collection.

3.16.3 There shall be no unattended leaving or storage of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements or Limited Common Elements of the Units, except as may be permitted under rules and regulations adopted by the Board. Notwithstanding the preceding sentence, Unit Owners shall be allowed to keep outdoor furniture and planters within the Limited Common Elements appurtenant to their respective Units so long as such furniture and planters are maintained in a good and sightly condition.

3.17 RULES AND REGULATIONS:

3.17.1 The use and enjoyment of the Condominium Property shall be subject to reasonable rules and regulations duly adopted and promulgated by the Board from time to time; provided that prior to adoption of any such rules, there shall first be held a meeting of the Board

or Owners (but only if same is required by the Act) to discuss the proposed rules and all Owners are furnished with a copy of the proposed rule and notice of the meeting as required by the Act.

3.17.2 Without limiting the foregoing, the Board may levy a reasonable fine upon an Owner for a violation of a rule or regulation, in accordance with the procedures set forth in Section 9.5.

3.18 CERTAIN UTILITY COSTS:

3.18.1 Certain utility costs incurred in connection with the use, operation and maintenance of the Common Elements may not be separately metered and billed to the Condominium Association. If the charges for any such utilities are metered to individual Dwelling Units rather than being separately metered for the Common Elements, then the following shall apply:

(a) If in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Board, the Owner of a Dwelling Unit is being billed disproportionately for costs allocable to the Common Elements, then the Condominium Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which, in the reasonable determination of the Board, is properly allocable to the Common Elements and the amount thereof shall be Common Expenses hereunder.

3.18.2 Certain utility costs, such as water and sewer costs, may be billed to the Condominium Association on a Building by Building basis. If this occurs, then the Condominium Association may charge to, and collect from, the Owners of Dwelling Units in a Building amounts necessary to pay the bills issued with respect to the Building, on such terms as the Board deems to be fair, reasonable and appropriate. For example, the Condominium Association may (but shall not be obligated to) submeter each Dwelling Unit and charge the Owner of the Dwelling Unit on a periodic basis for the portion of the bill for the Building which includes the Dwelling Unit based on actual usage. Alternatively (or in addition) the Condominium Association may (i) require an Owner to pay an amount each month which the Board believes will approximate what the utility costs allocable to the Owner's Dwelling Unit will be and (ii) make appropriate adjustments periodically to reflect the actual costs allocable to the Dwelling Unit.

3.19 PARKING/GARAGE:

3.19.1 The garage which is part of each Dwelling Unit shall be used for parking only by the Resident of the Dwelling Unit and the Resident's guests. Any Driveway which is identified as Limited Common Elements on the Plat shall be used for parking only by the Residents of the Dwelling Unit and the Residents' guests. The Owner of the Unit to which such Limited Common Element driveway is appurtenant shall be responsible for maintenance and repair of such Limited Common Element driveway, except that the Condominium Association shall be responsible for snow removal from the driveway notwithstanding that it is a Limited Common Element.

3.19.2 The parking of vehicles in those portions of the Common Elements other than Limited Common Element driveways, as provided in 3.19.1 above, shall be subject to rules and regulations adopted and promulgated by the Board from time to time, which rules and regulations may provide for the removal of any violating vehicles at the vehicle owner's expense or for the imposition of a fine for a violation of the rules and regulations. Without limiting the foregoing, unless expressly permitted by the Board, no boats, commercial vehicles, recreational vehicles, trailers or other vehicles may be parked or stored on any portion of the Condominium Property, including any driveway or other Limited Common Element (other than in a garage which is part of a Dwelling Unit), for more than twenty-four (24) hours at a time. Except for emergencies, no repairs shall be made to vehicles on the Condominium Property. Unless otherwise provided in rules and regulations adopted by the Board from time to time, the following shall apply: (i) no Owner shall park a vehicle in a guest parking space for more than twenty-four (24) hours without the prior written permission of the Board; and (ii) a guest shall not be permitted to park a vehicle overnight in a guest parking space for more than seven (7) consecutive nights without the written permission of the Board.

3.19.3 WATERING: The Board may also adopt rules and regulations governing the watering of grass, shrubs, trees and other foliage on the Common Elements or Limited Common Elements. Specifically and without limiting the foregoing, an Owner shall be responsible for watering all or portions of the Limited Common Elements appurtenant to the Owner's Dwelling Unit.

ARTICLE 4

GOLF, TENNIS AND HOTEL AMENITIES MEMBERSHIP

4.1 AUTOMATIC GOLF, TENNIS AND HOTEL AMENITIES MEMBERSHIP; PAYMENT OF ANNUAL FEE; LIEN FOR PAYMENT OF SAME. The Declarant entered into and the Development Area, including the Condominium Property, is subject to a certain Declaration of Covenants, Conditions and Restrictions dated September 3, 2002 and Recorded September 18, 2002 as Doc. No. R02-240978 ("**2002 CC&R**"). The Declarant has both the right and obligation under the 2002 CC&R to provide the benefits of membership to Unit Owners by purchasing Forty Six (46) three-year Golf, Tennis and Hotel Amenities Memberships ("**Golf Course Memberships**"). The total cost of the 46 Golf Course Memberships is One Million One Hundred Eighty Eight Thousand and No/100ths Dollars (\$1,188,000.00) ("**Total Membership Fee**") which shall be owed to the Golf Course Owner (as defined in the 2002 CC&R, or its successors and assigns) and shall be payable by Declarant and the first Owner of each Unit, as set forth below. Upon the sale and closing of each Unit from the Declarant to each first Unit purchaser prior to September 1, 2005 there shall be due and owing to the Golf Course Owner the aliquot amount of the Total Membership Fee allocated to the resident ("**Resident Membership Fee**"). The aliquot Resident Membership Fee is 1/46th of the Total Membership Fee, or Twenty Five Thousand Eight Hundred Twenty Six and 9/100ths Dollars (\$25,826.09). At the closing of the sale of a Unit and the conveyance of each such Unit by Declarant to an Owner, there shall be paid to the Golf Course Owner Eight Thousand Six Hundred Eight and 70/100ths Dollars (\$8,608.70), being one-third (1/3) of the Resident Membership Fee applicable to such Unit. Thereafter, the Unit Owner shall pay two-thirds (2/3) of the Resident Membership Fee to the Golf Course Owner in two installments of Eight Thousand Six Hundred Eight and 70/100ths

Dollars (\$8,608.70); each such installment payment shall be due and owing on the first anniversary and on the second anniversary of the Unit closing. The obligation of an Owner to pay its Resident Membership Fee, shall be secured by a lien against only the Owner's Unit and shall be payable as described above. The Golf Course Membership shall be for a three-year golf season period and shall commence, unless otherwise agreed, upon the first date of the next golf season following the date of conveyance of the Unit, subject to the payments described above being made by the Owner for its Resident Membership's Fee.

ARTICLE 5

GOLF COURSE NUISANCES

5.1 WAIVER OF NUISANCE. The Declarant, the Association and any Owner hereby acknowledge that by virtue of the fact that the Condominium Property and Development Area is located adjacent to a golf course, the activities conducted on the golf course, including but not limited to the commencement of maintenance operations and golf and tennis activities in the early morning hours as well as the late evening hours, may be or may become a nuisance by virtue of the proximity of the Condominium Property and the Development Area to that of the golf course and tennis property, and that the Declarant, Association, and all Owners accept such activities and conditions and shall have no right to object to same and hereby waive same, if any right so exists, to object to the activities and operations of the golf course property as a nuisance.

5.2 GOLF BALL INTRUSION. The Condominium Property is subject to that certain 2002 CC&R. The Declarant, Association, and any Owner acknowledge that individuals playing golf on the adjacent golf course property shall, at times, hit golf balls onto the Condominium Property. The Declarant, Association, and each Owner (1) acknowledges and agrees that owning property adjacent to a golf course has benefits as well as detriments and that the detriments include the risk of damage to property or injury to persons and animals from golf balls; and (2) assumes such risks, releases the Golf Course Owner (as defined in the 2002 CC&R) their respective successors and assigns, and all golf players using the golf course property from and against any and all liability for damage or injury caused by golf balls with intrude, in, on, or around the Condominium Property and Development Area. Further, in the event that a claim or action is brought against the Golf Course Owner asserting that a person, property, or other claimant was injured by an errant golf ball, then the Owner of the portion of the Property upon which the alleged injury occurred, or the Association in the event that the alleged injury shall be alleged to have occurred on common areas or common elements of the Property as described in the Association documents, as the case may be, shall defend, indemnify, and hold harmless the Golf Course Owner, as applicable, from such a claim.

5.3 PESTICIDES AND CHEMICALS. The Declarant, Association, and Owners hereby acknowledge certain environmental conditions on the Golf Course Property and acknowledge that they are aware that the Golf Course Owner uses certain pesticides and other chemicals for the maintenance and general upkeep of the Golf Course Property. The Owners release the Golf Course Owner and the Association from any and all claims which exist or may exist in the future due to the use by the Golf Course Owner of such pesticides and other chemicals for the general maintenance and upkeep of the Golf Course Property generally accepted provided

such use of the pesticides and other chemicals is within generally accepted guidelines for the maintenance and upkeep of a golf course.

5.4 DAMAGE TO EXTERNAL WALLS. Indentations, cracks and other damage to garage doors and exterior walls and other damage to similar components of a Building caused by golf balls or otherwise, but in no case caused by the negligence or willful misconduct of a Resident, shall be repaired, restored or replaced from time to time as directed by the Board in its sole discretion and at such time as the Board shall determine in its sole discretion. The cost of such repair, restoration or replacement shall be a Common Expense.

5.5 RELEASE OF 2002 CC&R. After all Forty Six (46) Units are created and conveyed, the Declarant shall be released from the 2002 CC&R and the Association shall succeed to and assume all of Declarants rights and obligations thereunder. To the extent the 2002 CCR is inconsistent with Articles Four and Five, this Declaration shall control.

ARTICLE 6

THE CONDOMINIUM ASSOCIATION

6.1 THE CONDOMINIUM ASSOCIATION: Declarant shall cause the Condominium Association to be incorporated as a not-for-profit corporation. The Condominium Association shall be the governing body for all of the Owners and for the administration and operation of the Buildings as provided in the Act, this Condominium Declaration and the By-Laws. All agreements and determinations lawfully made by the Condominium Association shall be deemed to be binding on all Owners and their respective successors and assigns.

6.2 MEMBERSHIP:

6.2.1 There shall be only one class of membership in the Condominium Association. The Owner of each Dwelling Unit shall be a member of the Condominium Association. There shall be one membership per Unit Ownership. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Condominium Association shall be given written notice of a proposed change of ownership of a Dwelling Unit within ten (10) days prior to such change.

6.2.2 One individual shall be designated as the "Voting Member" for each Unit Ownership. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners.

6.3 THE BOARD: From and after the Turnover Date, the Board shall consist of the number of individuals provided for in Section 5.01 of the By-Laws, each of whom shall be an Owner or a Voting Member. The Board shall be elected at each annual meeting of the Owners as provided in the By-Laws.

6.4 VOTING RIGHTS: Whenever a vote of the Owners of the Condominium Association is required, at any meeting of such Owners or otherwise, such votes shall be cast by

the Voting Members or their proxies; provided that a Resident who is a contract purchaser of a Dwelling Unit from a contract seller other than the Declarant, shall have the right to vote for directors of the Condominium Association after the Turnover Date unless such contract seller expressly retains such right in writing. Except as otherwise specifically required under the Act, this Condominium Declaration or the By-Laws, each Voting Member shall have one vote for each Dwelling Unit which he represents.

6.5 MANAGING AGENT: Any management agreement covering the management of the Condominium Property entered into prior to the Turnover Date shall be terminable for cause by the Condominium Association on thirty (30) days written notice and without cause or payment of a termination fee on ninety (90) days written notice.

6.6 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor officers of the Condominium Association whether elected or designated by the Declarant shall be personally liable to the Condominium Association or the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court of competent jurisdiction to constitute criminal conduct, gross negligence or fraud. The Condominium Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to the Condominium Association, the Owners or others arising out of contracts made by or other acts of the directors and the officers on behalf of the Owners or the Condominium Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney fees and costs, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, administrative, or other, in which a director or officer may be involved by virtue of such person being or having been a director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer.

ARTICLE 7

INSURANCE/CONDEMNATION

7.1 HAZARD INSURANCE: The Board shall have the authority to and shall obtain insurance for the Condominium Property against loss or damage by fire and such other hazards as may be required under the Act, as the Board may deem desirable, or as reasonably required by First Mortgages, for the full insurable replacement cost of the Common Elements and the Dwelling Units. Anything herein to the contrary notwithstanding, unless otherwise determined by the Board or required by the Act, the insurance obtained by the Condominium Association shall only cover restoration of a Dwelling Unit to the condition the Dwelling Unit would have

been in if the Dwelling Unit were decorated and finished with the floor, wall and ceiling coverings, decorating, fixtures and furnishings which were originally offered by the Declarant as part of the base purchase price for the Dwelling Unit ("Standard Items") and shall not include any Improvements and Betterments. For purposes hereof "Improvements and Betterments" are hereby defined to consist of and include any decorating, fixtures and furnishings installed or added to and located within the boundaries of the Dwelling Unit, including, without limitation, electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets, where such items were installed by, or at the request of, the Owner of the Dwelling Unit in addition to, or as an upgrade from, the Standard Items; however, Improvements and Betterments shall not be deemed to include the replacement of a Standard Item which is of comparable quality to the Standard Item which was replaced. 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 Owners in accordance with their Undivided Interests. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Board, shall not be invalidated by any act or neglect of any Owner, (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement thereof, such option shall not be exercisable if the Owners elect to sell the Condominium Property or remove the Condominium Property from the provisions of the Act, (iv) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the First Mortgagee of each Unit Ownership, (v) shall contain waivers of subrogation with respect to the Condominium Association and its directors, officers, employees and agents (including the managing agent), Owners, occupants of the Dwelling Unit, First Mortgagees, the Declarant and shall name all such parties as additional insured parties as their interests may appear, and (vi) shall comply with applicable requirements of the Act. To the extent a Building contains two dwelling units and only one Unit has been created, the Association shall insure the entire Building and Developer shall pay its proportionate share of insurance premium.

7.2 INSURANCE TRUSTEE/USE OF PROCEEDS: 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 Condominium Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) in the aggregate, the Board shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Dwelling Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Dwelling Unit so destroyed. The rights of First Mortgagees 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 and this Condominium Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Dwelling Units or Common Elements. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of a 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.

7.3 OTHER INSURANCE: The Board shall also have the authority to and shall obtain such other insurance as the Board deems necessary or appropriate or which is required under the Act, including, without limitation, the following:

7.3.1 Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Condominium Property or upon, in or about the streets and other areas adjoining the Condominium Property, in such amounts as the Board shall deem desirable (but not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence).

7.3.2 Such workers compensation insurance as may be necessary to comply with applicable laws.

7.3.3 Employer's liability insurance in such amount as the Board shall deem desirable.

7.3.4 Fidelity bond indemnifying the Condominium Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Condominium Association or of any other person handling the funds of the Condominium Association, the Board or the Owners in such amount as the Board shall deem desirable or as required by the Act or the applicable requirements of Fannie Mae.

7.3.5 Directors and officers liability insurance.

7.3.6 Such insurance shall be in such amounts and with such deductible amounts as are required by applicable law and shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the Condominium Association and First Mortgagees who specifically request such notice. The premiums for such insurance shall be Common Expenses.

7.4 OWNER'S INSURANCE RESPONSIBILITY: Unless expressly advised to the contrary by the Board in writing or by promulgated rules and regulations, each Owner shall obtain his own insurance on the Improvements and Betterments within the Owner's Dwelling Unit and the contents of the Owner's Dwelling Unit and furnishings and personal property therein, and the Owner's personal property stored elsewhere on the Condominium Property, and the Owner's personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. Such insurance policies shall name the Association as an additional insured. Except as expressly

determined by the Board, the Board shall not be responsible for obtaining insurance on Improvements and Betterments and shall not be obligated to apply any insurance proceeds from policies it is obligated to maintain hereunder to restore the affected Dwelling Unit to a condition better than the condition existing prior to the making or installation of Improvements and Betterments. On an annual basis within fifteen (15) days of Owner's anniversary of insurance renewal, Owner shall furnish the Association current certified copies of certificates of insurance for all insurance policies required by this Section 7.4.

7.5 WAIVER OF SUBROGATION: Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Condominium Association, its directors and officers, the Declarant, Declarant's beneficiary, the manager and the managing agent if any, and their respective employees and agents, for damage to the Common Elements, the Dwelling Units, or to any personal property located in the Dwelling 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, and to the extent this release is allowed by policies for such fire or other casualty insurance.

7.6 REPAIR OR RECONSTRUCTION:

7.6.1 In the case of damage by fire or other disaster (other than acts of terrorism) to a portion of the Condominium Property (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used by the Condominium Association to repair or reconstruct the Damaged Improvement.

7.6.2 In the case of damage by fire or other disaster to a portion of the Condominium Property where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement as provided under the Act or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(a) A meeting of the Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(b) At the meeting, the Board shall present a plan for the repair or reconstruction of the Damaged Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special Assessment and a proposed schedule for the collection of a special Assessment to pay the excess cost.

(c) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Board under 7.6.2(b) above, including the proposed special Assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special Assessment shall be levied only upon the affirmative vote of Voting Members representing at least three-fourths (3/4) of the votes cast.

(d) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in 7.6.2(a) above, then the Board may, at its discretion, call another meeting or meetings of the Owners to reconsider the question of whether or not the Damaged Improvement shall be repaired or reconstructed. If the Voting Members do not vote to repair or reconstruct the Damaged Improvement within 180 days after the occurrence which caused the damage, then the Board may (but shall not be obligated to) in its discretion Record a notice as permitted under Section 14 of the Act.

(e) If (i) the Voting Members do not vote to repair or reconstruct the Damaged Improvement under 7.6.2 above, and (ii) the Board does not Record a notice as permitted under Section 14 of the Act, then the Board may, with the consent of Owners representing 75% of the Undivided Interests of Dwelling Units and First Mortgagees representing 75% of the Dwelling Units subject to First Mortgages, amend this Condominium Declaration to withdraw the Building which includes the Damaged Improvement as permitted under the Act. If a Building is withdrawn, then the amendment shall provide that the portion of the Condominium Property which is so withdrawn shall be owned by the Owners of Dwelling Units in such withdrawn portion as tenants-in-common with each Owner's interest being determined based on the relative Undivided Interests of the Dwelling Units in the Building prior to withdrawal. The amendment shall reallocate the Undivided Interests of the remaining Dwelling Units based on the procedure set out in Section 10.2(c). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner shall be made to such Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Board, as provided in the Act and this Condominium Declaration. From and after the effective date of the amendment referred to above in this paragraph, the Owner of a Dwelling Unit located in the Building which is withdrawn shall have no responsibility for the payment of Assessments which would have been payable with respect to the Dwelling Unit if the amendment had not been Recorded.

7.6.3 If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Condominium Property as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

7.6.4 If the Damaged Improvement is not repaired or reconstructed, then the damaged portion of the Building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted and promulgated from time to time by the Board.

7.7 CONDEMNATION:

7.7.1 In the case of a taking or condemnation by competent authority of any part of the Condominium Property, the Condominium Association shall, if necessary, restore the improvements in the remaining portion of the Condominium Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. Any proceeds or awards paid to the Condominium Association shall be applied first to the cost of any restoration and any remaining

portion of such proceeds or awards shall be, in the discretion of the Board, either (i) applied to pay the Common Expenses or (ii) distributed to the remaining Owners and their respective First Mortgagees, as their interests may appear, based on their current Undivided Interests. Each Owner appoints the Condominium Association as attorney-in-fact for the purpose of representing him in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any part thereof.

7.7.2 In the event that part or all of one or more Dwelling Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Condominium Declaration and the Act and the court which has jurisdiction of the action shall adjust the Undivided Interests of the remaining Dwelling Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. The President and Secretary of the Condominium Association shall execute and Record an instrument on behalf of the Condominium Association as required by the Act which amends this Condominium Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the Undivided Interests as a result of an occurrence covered by this Section. From and after the effective date of the amendment referred to in the preceding sentence, the Owner of a Dwelling Unit which is removed in part or in whole from the provisions of this Condominium Declaration shall only be liable for the payment of Assessments based on the Undivided Interest, if any, allocated to the Dwelling Unit in the amendment.

ARTICLE 8

ASSESSMENTS

8.1 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant, for each Unit Ownership, hereby covenants, and each Owner of a Unit Ownership, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Condominium Association such Assessments or other charges or payments as are levied pursuant to the provisions of this Condominium Declaration. Such Assessments, or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on the Unit Ownership and shall be a continuing lien upon the Unit Ownership against which each such Assessment is made. Each such Assessment, or other charge or payment, together with such interests and costs, shall also be the personal obligation of the Owner of such Unit Ownership at the time when the Assessment or other charge or payment is due.

8.2 PURPOSE OF ASSESSMENTS: The Assessments levied by the Condominium Association shall be exclusively for the purposes of promoting the health, safety, and welfare of members of the Condominium Association, to administer the affairs of the Condominium Association, and to pay the Common Expenses.

8.3 ANNUAL ASSESSMENT: Each year at least sixty (60) days before the end of the Condominium Association's Fiscal Year, and at least thirty (30) days before final adoption

thereof, the Board shall furnish each Owner with a proposed budget for the ensuing Fiscal Year which shall show the following, with reasonable explanations and itemizations:

8.3.1 The estimated Common Expenses with an allocation of portions thereof for the payment of real estate taxes, if any;

8.3.2 The estimated amount, if any, to maintain adequate reserves for Common Expenses;

8.3.3 The estimated net available cash receipts from sources other than Assessments, including, without limitation, receipts from any leases, licenses or concessions, if any;

8.3.4 The amount of the "Annual Assessment", which is hereby defined as the amount determined in 8.3.1 above, plus the amount determined in 8.3.2 above, minus the amount determined in 8.3.3 above, minus excess funds, if any, from the current Fiscal Year's operation; and

8.3.5 That portion of the Annual Assessment which shall be payable by the Owner with respect to his Dwelling Unit each month until the next Annual Assessment or revised Annual Assessment becomes effective, which monthly portion shall be equal to one twelfth (1/12th) of the Annual Assessment multiplied by the Dwelling Unit's Undivided Interest.

8.3.6 The Declarant has caused the Board to adopt the initial budget and Annual Assessment for the year of Recording of the Declaration and the Board established the Annual Assessment amount for each Dwelling Unit. The Declarant has delivered a copy of same to each purchaser prior to the closing of the purchase of their Dwelling Unit. The amounts are based upon projections for a stabilized forty six (46) Dwelling Unit Condominium Association for the first year after the Turnover. Each Owner in entering into a purchase agreement and closing same agrees to pay the Annual Assessment and the monthly amount all as set forth in those documents. The Declarant agrees that in the event that the Annual Assessments paid by Unit Dwelling Owners prior to the Turnover is insufficient to pay the Condominium Association's expenses then at the end of each fiscal year the Declarant shall pay to the Condominium Association the amount, if any, required for the Condominium Association's expenses all to be paid. Each Buyer who becomes an Owner acknowledges and agrees to the foregoing. Each Owner acknowledges and agrees that Assessments are only due for a Unit and a Unit is only created when it is added to the Declaration. Each Owner acknowledges and agrees that the Budget and the Annual Assessment at the date of the Turnover may be revised both in accordance with the Act and to take into consideration both inflation adjustments and inestimable rate adjustments, such as for the Association's insurance costs, caused by reason of the fact that the Budget was adopted by the Board three (3) years prior to the estimated Turnover.

8.4 PAYMENT OF ASSESSMENTS: On or before the first day of the Fiscal Year, and on or before the first day of each and every month thereafter until the effective date of the next Annual Assessment, each Owner of a Dwelling Unit shall pay to the Condominium

Association, or as it may direct, that portion of the Annual Assessment, which is payable by such Owner. Notwithstanding anything herein to the contrary, prior to the first conveyance of a Dwelling Unit by Declarant to a bona fide purchaser for value, all expenses relating to the administration, operation, maintenance, repair and replacement of the Condominium Property shall be paid solely by the Declarant and during such period there shall be no Annual Assessments or other Assessments payable to the Condominium Association. As set forth also in Sections 8.3.5 and 8.3.6, each Owner shall pay the Annual Assessment and the monthly portion thereof as disclosed in the Condominium Purchase Agreement and until the Turnover the Declarant shall pay not as an Assessment except for Dwelling Units which have been created and are owned by Declarant; however, Declarant, as set forth in Section 8.3.6 shall, as a contribution, pay any amounts required by the Condominium Association by reason of the fact that the income from the Assessments are less than the expenses. In the event that the income from Assessments is greater than the expenses then no such contribution shall be required. In consideration of the foregoing commitment by the Declarant, each Owner of a Dwelling Unit agrees to the described payment of Assessments and the provisions of this Declaration with respect to same.

8.5 REVISED ASSESSMENT: If the Annual Assessment proves to exceed funds reasonably needed, then the Board may decrease the Assessments payable under Section 8.4 as of the first day of a month by the giving of written notice thereof (together with a revised budget for the balance of the year and reasons for the decrease) not less than ten (10) days prior to the effective date of the decreased Assessment.

8.6 SPECIAL ASSESSMENT: The Board may levy a special or separate Assessment (i) to pay (or build up reserves to pay) extraordinary expenses incurred (or to be incurred) by the Condominium Association for a specific purpose including, without limitation, to make major repairs, additions, alterations or improvements to the Common Elements, or (ii) to cover an unanticipated deficit under the current or prior year's budget. If required under the Act, the special or separate Assessment shall be approved by the requisite action of the Unit Owners. Each Owner shall be responsible for the payment of the amount of the special or separate Assessment multiplied by his Dwelling Unit's Undivided Interest or, in the case of a special Assessment for repairs, additions, alterations or improvements to Limited Common Elements, in the shares provided for or chosen by the Board hereunder. The Board shall serve notice of a special Assessment on all Owners by a statement in writing giving the amount and reasons therefore, and the special Assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any Assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the current or prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of Assessment.

8.7 ANNUAL REPORT: Within a reasonable time after the close of the Condominium Association's Fiscal Year, the Board shall furnish each Owner with an itemized account of the Common Expenses for such fiscal year actually incurred or paid, together with an indication of which portions of the Common Expenses for such fiscal year were incurred or paid for capital expenditures or repairs or the payments of real estate taxes, if any, and with a tabulation of the amounts collected for the Annual Assessment and showing the net excess or deficit of income over expenditures, plus reserves.

8.8 CAPITAL RESERVE: The Condominium Association shall establish, segregate and maintain two separate and distinct special reserve accounts. The capital reserve account defined and described herein relates only to and is for capital expenditures and replacements. The other reserve account is described in Section 8.9 (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Condominium Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Condominium Association in connection with its duties hereunder. The Capital Reserve may be built up by special Assessment or out of the Annual Assessment as provided in the budget. Each budget shall disclose that percentage of the Annual Assessment which shall be added to the Capital Reserve and shall also disclose (i) which portion thereof is for capital expenditures with respect to the Common Elements and (ii) which portion thereof is for capital expenditures with respect to property owned or to be owned by the Condominium Association. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Elements shall be held by the Condominium Association as agent and trustee for the Owners of Dwelling Units with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Condominium Association by the Owners.

8.9 INITIAL WORKING CAPITAL CONTRIBUTION: Upon the closing of the sale of each Dwelling Unit by the Declarant to a purchaser for value, the purchasing Owner shall make a contribution to the Condominium Association in an amount equal to two (2) monthly installments of the then current year's Annual Assessment for that Dwelling Unit, which shall be held and used by the Condominium Association for its working capital needs (and not as an advance payment of the Annual Assessment). Working capital needs include but are not limited to evening out of cash flow requirements of the Condominium Association because either expenses were under budgeted or extraordinary expenses such as increases in the costs of required insurance or utilities or similar expenses have occurred during the year and cannot be adjusted prior to the adoption of a new Annual Budget and new Annual Assessments or because Unit Owners are slow or delinquent in the payment of their Assessments.

8.10 NON-PAYMENT OF ASSESSMENTS: Any Assessments or other charges or payments which an Owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent. If an Assessment or other charge or payment is not paid within fifteen (15) days after the due date, it shall bear interest from the due date at the contract rate permitted in Illinois, but not to exceed eighteen percent (18%) per annum, and the Board (i) may bring an action against the Owner personally obligated to pay the same, together with interest, costs and reasonable attorneys' fees of any such action, which shall be added to the amount of such Assessment or other charge or payment and shall be included in any judgment rendered in such action and (ii) may enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may in its discretion charge reasonable late fees for the late payment of Assessments or other charges. No Owner may waive or otherwise escape liability for the Assessments or other charges or payment provided for herein by nonuse, abandonment or transfer of his Dwelling Unit.

8.11 CONDOMINIUM ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES: The lien on each Unit Ownership provided for in Section 8.1 for Assessments or other charges or payments shall be subordinate to the lien of any First Mortgage on the Unit Ownership Recorded prior to the date that any such Assessments or other charges or payments become due. Except as hereinafter provided, the lien provided for in Section 8.1 shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure of a First Mortgage, such transfer of title shall to the extent permitted by law extinguish the lien for any Assessments or other charges or payments under Section 8.1 which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Dwelling Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any Assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special Assessment, and nonpayment thereof shall result in a lien against the transferee's Unit Ownership as provided in Section 8.1. If for any reason the Owner of a Dwelling Unit is permitted to remain in possession of his Dwelling Unit during the pendency of a foreclosure action with respect to the Dwelling Unit, the Owner shall be required to pay a reasonable rental for such right and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect such rental.

8.12 STATEMENT OF ACCOUNT: Upon seven (7) days' notice to the Board and the payment of a reasonable fee, if any, which may be set by the Board, any Owner shall be furnished with a statement of his account setting forth the amount of any unpaid Assessments or other charges due and owing from the Owner as of the date of the statement. The statement shall be executed by a duly authorized officer or agent of the Condominium Association and shall be binding on the Condominium Association.

ARTICLE 9

REMEDIES FOR BREACH OR VIOLATION

9.1 SELF-HELP BY BOARD: Subject to the provisions of Section 9.5, in the event of a violation by an Owner of the provisions, covenants or restrictions of the Act, this Condominium Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days prior written notice, shall have the right to enter upon that part of the Condominium Property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach, provided, however, that where the violation or breach involves an improvement located within the boundaries of a Dwelling Unit, judicial proceedings shall be instituted before any items of construction can be altered or demolished. Any and all expenses in connection with the exercise of the right provided by this section shall be charged to and assessed against the violating Owner.

9.2 INVOLUNTARY SALE: Subject to the provisions of Section 9.5, if any Owner (either by his own conduct or by the conduct of any Resident) shall violate any of the covenants or restrictions or provisions of this Condominium Declaration, the By-Laws, or the rules or

regulations adopted by the Board, and such violations 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 said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Dwelling Unit, and thereupon an action may be filed by the Board against said defaulting Owner for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Dwelling Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Condominium Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and other terms as the court shall determine equitable. 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 the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid Assessments hereunder or any liens, shall be paid to the defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Dwelling Unit and to immediate possession of the Dwelling 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 Dwelling Unit so purchased subject to this Condominium Declaration.

9.3 FORCIBLE DETAINER: In the event that an Owner is delinquent in payment of his proportionate share of the Common Expenses or any other charges or payments required to be paid by the Owner hereunder, the Board shall have the right to take possession of the Owner's Dwelling Unit and to maintain for the benefit of all other Owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer" (as may be recodified), as provided in the Act. To the extent not prohibited by law, each Owner hereby waives any right which the Owner may have to claim or plead a homestead right as a defense to an action by the Condominium Association for possession of the Owner's Dwelling Unit.

9.4 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, in the event of a violation by an Owner of the Act, this Condominium Declaration, the By-Laws, or rules and regulations of the Board, the Board may levy reasonable fines or the Board or its agents shall have the right to bring an action at law or in equity against the Owner and/or others as permitted by law including, without limitation, (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Condominium Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

9.5 ENFORCEMENT BY THE BOARD: Prior to the imposition of any fine and concurrently with the sending of the initial notices described in Section 9.1 and 9.2, the Board shall notify the Owner or Resident, as the case may be, in writing of the violation of the rule or regulation and the Board's proposed remedy. Any Owner or Resident who receives such notice

may, within three (3) days after receipt of such notice, demand a hearing before the Board or its authorized committee. At such hearing a member of the Board shall present to the Owner or Resident the grounds for the notice and the Owner or Resident shall have an opportunity to challenge such grounds and to present any evidence on his behalf subject to such reasonable rules of procedure as may be established by the Board or its authorized committee, which rules shall adhere to the generally accepted standards of due process. If the Owner or Resident demands a hearing as herein provided, such hearing shall be held within four (4) days after the Board receives the demand and no action shall be taken by the Board until the hearing has been held and notice of the decision of the Board or its authorized committee and the terms thereof has been delivered to the Owner or Resident. The decision of the Board or its authorized committee shall be rendered within three (3) days after the hearing and such decision shall be final and binding on the parties.

9.6 COSTS AND EXPENSES: All expenses incurred by the Board in connection with the enforcement of the provisions of this Condominium Declaration or in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the contract rate of interest then permitted in Illinois until paid but not to exceed eighteen percent (18%) per annum, shall be charged to and assessed against the defaulting Owner, and the Condominium Association shall have a lien for all the same upon such Owner's Unit Ownership, as provided in Section 8.1.

9.7 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Condominium Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Unit Ownership to enforce any lien created hereunder.

ARTICLE 10

ANNEXING ADDITIONAL PROPERTY

10.1 IN GENERAL: Declarant reserves the right, from time to time prior to seven (7) years from the date of Recording of this Condominium Declaration, to add portions of the Development Area to the Condominium Property and submit such portions to the Act and this Condominium Declaration by Recording a supplement to this Condominium Declaration (a "Supplemental Declaration"), as hereinafter provided. For the purposes of this Article, any portion of the Development Area which is made subject to the Act and this Condominium Declaration as part of the Condominium Property by a Supplemental Declaration shall be referred to as "Additional Property", any Dwelling Units in the Additional Property shall be referred to as "Added Dwelling Units". Additional Property may be made subject to the Condominium Declaration at different times; there is no limitation on the order in which Additional Property may be made subject to this Condominium Declaration; and no particular portion of the Development Area or Additional Property must be made subject to this Condominium Declaration. In making Additional Property subject to the Act and this Condominium Declaration, the following shall apply:

10.1.1 The maximum number of Dwelling Units which may be made subject to this Condominium Declaration is forty six (46).

10.1.2 Any Building located on Additional Property and any Added Dwelling Units which are made subject to this Condominium Declaration pursuant to this Article shall be compatible with or of substantially the same style, design, construction and quality as the Dwelling Units initially made subject to this Condominium Declaration.

10.2 POWER TO AMEND: In furtherance of the foregoing, Declarant reserves the right to Record a Supplemental Declaration, at any time and from time to time prior to seven (7) years from the date of Recording of the Condominium Declaration, which amends Exhibits B, C and D hereto, subject to the following limitations:

10.2.1 Exhibit B may only be amended to add portions of the Development Area to Exhibit B;

10.2.2 Exhibit C may only be amended so that the Plats which make up Exhibit C describe all of the Condominium Property, including the Common Elements and Additional Property, and identify every Dwelling Unit, including the Added Dwelling Units, as provided by the Act; and

10.2.3 Exhibit D may only be amended to reflect the addition of the Added Dwelling Units, to assign to each Added Dwelling Unit an Undivided Interest, and to reassign an Undivided Interest to each Dwelling Unit shown on Exhibit D immediately prior to the Recording of such Supplemental Declaration. Any such assigned or reassigned Undivided Interests shall be determined based on the relative values of the Dwelling Unit, as required under the Act, but as set forth herein at the time of the initial recording of these Declaration the Declarant determined that the relative Values of all of the Units are equal even though as Units are added their sales prices may be greater or lesser than the initial Units created by the Declaration. Therefore, if all forty six units (46) Units have been created by being added to this Declaration the Undivided Interest of each Unit shall be one forty sixth ($1/46^{\text{th}}$) or 2.173913%. Further, Declarant shall have the right to vote the percentage interest and be deemed a Voting Member of the total of the Dwelling Units owned by the Declarant plus the percentage remaining of units which Declarant is permitted to add pursuant to this Article X.

10.3 EFFECT OF AMENDMENT: Upon but only upon the Recording of a Supplemental Declaration by the Declarant which makes Additional Property or portion thereof subject to this Condominium Declaration, as provided in this Article, then:

10.3.1 The restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Additional Property (including the Added Dwelling Units) and inure to the benefit of and be the personal obligation of the Owners of Added Dwelling Units in the same manner, to the same extent, and with the same force and effect that this Condominium Declaration applies to the Condominium Property and Owners of Dwelling Units which were initially subjected to this Condominium Declaration;

10.3.2 Every Person who is an Owner of an Added Dwelling Unit shall be a member of the Condominium Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of existing Dwelling Units;

10.3.3 Each Owner including the Declarant of an Added Dwelling Unit shall pay commencing on the date of the recording of the Declaration or Supplemental Declaration which created and adds the Unit to the same monthly Assessments as the Owner of an existing Dwelling Unit; provided, that, the Owner of an Added Dwelling Unit shall not be required to pay any installment of a special Assessment levied to cover a deficit under a prior Fiscal Year's budget;

10.3.4 The amount of the lien for Assessments, charges or payments levied against an existing Unit Ownership prior to the Recording of the Supplemental Declaration shall not be affected.

ARTICLE 11

AMENDMENTS

11.1 SPECIAL AMENDMENT: Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Condominium Declaration at any time and from time to time which amends this Condominium Declaration (i) to comply with requirements of the Fannie Mae, the Government National Mortgage Condominium Association, the Federal Home Loan Mortgage Corporation, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee First Mortgages covering Unit Ownerships, (iii) to bring this Condominium Declaration into compliance with the Act, (iv) to correct errors, ambiguities, omissions or inconsistencies in this Condominium Declaration or any Exhibit thereto or any supplement or amendment thereto, or (v) to amend Exhibits A, B, C and D to include additional real estate and amend Article 8 to reflect the fact that additional Dwelling Units may be added to the Condominium Property. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and Record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to a portion of the Development Area.

11.2 AMENDMENT BY OWNERS: Subject to the provisions of Article Ten, Eleven, Twelve, Thirteen and Fourteen, and except as otherwise provided in Sections 7.6 and 7.7 and the Act, the provisions of this Condominium Declaration may be amended, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of Voting Members (either in person or by proxy), or by an instrument executed by Owners, representing at least 75% of the Undivided Interests; except that (i) the provisions relating to the rights of Declarant may be

amended only upon the written consent of the Declarant and (ii) the provisions of Article Twelve the provisions of this Article may be amended only with the written consent of Eligible Mortgagees as provided in Section 12.2. No such amendment shall become effective until Recorded.

ARTICLE 12

RIGHTS OF FIRST MORTGAGEES

12.1 NOTICE TO FIRST MORTGAGEES: Each Owner shall notify the Condominium Association of the name and address of his First Mortgagee or its servicing agent, if any, and shall promptly notify the Condominium Association of any change in such information. The Condominium Association shall maintain a record of such information with respect to all Dwelling Units. Each First Mortgagee shall have the right to examine the books and records of the Condominium Association at any reasonable time and to have an audited statement of the Condominium Association's operations prepared for a fiscal year at its own expense. Upon the specific written request of a First Mortgagee to the Board, the First Mortgagee shall receive some or all of the following as designated in the request:

12.1.1 Copies of budgets, notices of Assessment, or any other notices or statements provided under this Condominium Declaration by the Condominium Association to the Owner of the Dwelling Unit covered by the First Mortgagee's First Mortgage;

12.1.2 Any audited or unaudited financial statements of the Condominium Association which are prepared for the Condominium Association and distributed to the Owners;

12.1.3 Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;

12.1.4 Notice of any proposed action which would require the consent of a specified percentage of Eligible Mortgagees pursuant to Section 12.2;

12.1.5 Notice of the decision of the Owners to make any material amendment to this Condominium Declaration, the By-Laws, or the Articles of Incorporation of the Condominium Association;

12.1.6 Notice of substantial damage to or destruction of any Dwelling Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);

12.1.7 Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Condominium Property;

12.1.8 Notice of any default of the Owner of the Dwelling Unit which is subject to the First Mortgagee's First Mortgage, where such default is not cured by the Owner within thirty (30) days after the giving of notice by the Condominium Association to the Owner of the existence of the default;

12.1.9 The right to be treated as an "Eligible Mortgagee" for purposes of Section 12.2;

12.1.10 Copies of any written notice received by the Condominium Association of lapse, cancellation or material change in any insurance policy or fidelity bond carried by the Condominium Association.

The request of a First Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Condominium Association. Failure of the Condominium Association to provide any of the foregoing to a First Mortgagee who has made a proper request therefore shall not affect the validity of any action which is related to any of the foregoing. The Condominium Association need not inquire into the validity of any request made by a First Mortgagee hereunder and in the event of multiple requests from purported First Mortgagees of the same Unit Ownership, the Condominium Association shall honor the most recent request received.

12.2 CONSENT OF ELIGIBLE MORTGAGEES:

12.2.1 In addition to any requirements or prerequisite provided for elsewhere in this Condominium Declaration, the consent of Eligible Mortgagees holding, in the aggregate, First Mortgages on at least sixty-seven percent (67%) of the Unit Ownerships (by number) which are subject to First Mortgages held by Eligible Mortgagees will be required for the Condominium Association to do or permit to be done any of the following:

- (a) Adoption of an amendment to this Condominium Declaration which changes or adds to provisions of the Condominium Declaration relating to (i) voting rights; (ii) Assessments, Assessment liens, or the priority of Assessment liens; (iii) reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including Limited Common Elements) or rights to their use; (vi) redefinition of any Dwelling Unit boundaries; (vii) convertibility of Dwelling Units into Common Elements or Common Elements into Dwelling Units; (viii) insurance or fidelity bond requirements; (ix) leasing of Dwelling Units; (x) imposition of any restrictions on an Owner's right to sell or transfer his Dwelling Unit;
- (b) The abandonment or termination of the Condominium;
- (c) The partition or subdivision of a Dwelling Unit;
- (d) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements, (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Condominium Property and except for the encumbrance, sale or transfer of an Undivided Interest in connection with the encumbrance, sale or transfer of a Unit Ownership);
- (e) The sale of the Condominium Property;
- (f) The removal of a portion of the Condominium Property from the provisions of the Act and this Condominium Declaration;

(g) The effectuation of a decision by the Condominium Association to terminate professional management and assume self-management of the condominium when professional management had been required hereunder or by an Eligible Mortgagee; or

(h) Restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than as specified in this Condominium Declaration or the use of hazard insurance proceeds for losses to the Condominium Property (whether to Dwelling Units or to the Common Elements) for other than the repair, replacement, or reconstruction of the damaged portion of the Condominium Property;

provided, that, such consent of Eligible Mortgagees will not be required with respect to any action under (a) through (h) above which is permitted under Article Ten hereof.

12.2.2 Whenever required, the consent of an Eligible Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the Eligible Mortgagee within thirty (30) days after making the request for consent by Registered or Certified Mail, Return Receipt Requested.

12.3 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Condominium Property or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Condominium Property, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Condominium Association the right to apply any such proceeds to repair or replace damaged portions of the Condominium property or to restore what remains of the Condominium Property after condemnation or taking by eminent domain of a part of the Condominium Property.

ARTICLE 13

DECLARANT'S RESERVED RIGHTS

13.1 IN GENERAL: In addition to any rights or powers reserved or granted to the Declarant under the Act, this Condominium Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. In the event of a conflict between the provisions of this Article and any other provisions of this Condominium Declaration or the By-Laws, the provisions of this Article shall govern. Except as otherwise provided in this Article, the rights of Declarant under this Article reserved or granted shall terminate at such time as the Declarant is no longer vested with nor in control title to any portion of the Development Area.

13.2 PROMOTIONAL EFFORTS / UNIT SALES: Declarant shall have the right, in its discretion, (i) to maintain on the Condominium Property sales and management offices, displays, signs and other forms of advertising and model dwelling units, and (ii) to come upon

any portion of the Condominium Property for the purpose of showing the Condominium Property to prospective purchasers of dwelling units on the Condominium Property or at other locations in the general area which are being offered for sale by Declarant or any of its affiliates, all without the payment of any fee or charge whatsoever, other than the Assessments payable by the Declarant with respect to Dwelling Units owned by the Declarant. The Declarant shall have the power and right to sell and convey any Dwelling Unit owned by the Declarant to any person or entity which it deems appropriate in its sole discretion.

13.3 CONSTRUCTION: Declarant, its agents and contractors shall have the right to come upon the Condominium Property to construct improvements thereon and to make alterations, repairs or improvements to the Condominium Property or the portions of the Development Area not made part of the Condominium Property and shall have the right to store equipment and materials used in connection with such work on the Condominium Property or the portions of the Development Area which have not been made part of the Condominium Property without payment of any fee or charge whatsoever.

13.4 CONTROL OF BOARD: Until the initial meeting of the Owners (which shall occur no later than the Turnover Date) and the election of the initial Board as provided for in the By-Laws, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by the Act, this Condominium Declaration or the By-Laws shall be held and performed by the Declarant. The Declarant may hold and perform such rights and obligations through the Board which, prior to the Turnover Date, shall consist of three (3) individuals designated by the Declarant from time to time. Prior to the Turnover Date the Declarant may appoint from among the Owners three non-voting counselors to the Board who shall serve at the discretion of the Declarant.

13.5 DECLARANTS VOTING RIGHTS. Until the expiration of the rights set forth in Article X the Declarant shall have voting rights reserved to it to vote the percentage and be a voting member equal to the total of the Dwelling Units owned by the Declarant plus the percentage remaining of the Units which the Declarant is permitted to add to the Declaration pursuant to Article X.

ARTICLE 14

DISPUTE RESOLUTION

14.1 CONSENSUS FOR ACTION BY THE CONDOMINIUM ASSOCIATION:

14.1.1 Except as provided in this Article, the Condominium Association may not commence a legal proceeding or an action under this Article without the affirmative vote of at least seventy-five percent (75%) of the Voting Members. A Voting Member representing Dwelling Units owned by Persons other than the Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners of two-thirds of the total number of Dwelling Units represented by the Voting Member. This Article shall not apply, however, to (i) actions brought by the Condominium Association to

enforce the provisions of the Act, this Condominium Declaration (including, without limitation, the foreclosure of liens), the By-Laws and reasonable rules and regulations adopted by the Board; (ii) the imposition and collection of Annual Assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims brought by the Condominium Association in proceedings instituted against it.

14.1.2 Prior to the Condominium Association or any member commencing any proceeding to which Declarant is a Party, including but not limited to an alleged defect of any improvement, Declarant shall have the right to be heard by the members, or the particular member, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

14.2 ALTERNATIVE METHOD FOR RESOLVING DISPUTES: Declarant, its officers, directors employees and agents; the Condominium Association, its officers, directors and committee members; all Persons subject to this Condominium Declaration; and any Person not otherwise subject to this Condominium Declaration who agrees to submit to this Article (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those Claims, grievances or disputes described in Section 14.3 (collectively, "Claims") to the procedures set forth in Section 14.4.

14.3 CLAIMS:

14.3.1 Unless specifically exempted below, all Claims between any of the Bound Parties regardless of how the same might have arisen or on what it might be based including, but not limited to Claims (a) arising out of or relating to the interpretation, application or enforcement of the provisions of the Act, this Condominium Declaration, the By-Laws and reasonable rules and regulations adopted by the Board or the rights, obligations and duties of any Bound Party under the provisions of the Act, this Condominium Declaration, the By-Laws and reasonable rules and regulations adopted by the Board, (b) relating to the design or construction of improvements; or (c) based upon any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party shall be subject to the provisions of Section 14.4 and, if applicable, the dispute resolution provisions of the purchase agreement for the purchase of a Dwelling Unit ("Purchase Agreement"). In the event of an inconsistency or contradiction between the provisions relating to dispute resolution as set forth in this Condominium Declaration and those which are set forth in the Purchase Agreement, the provisions of the Condominium Declaration shall prevail.

14.3.2 Notwithstanding the foregoing, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 14.4:

(a) any suit by the Condominium Association against any Bound Party to enforce the provisions of Article Eight;

(b) any suit by the Condominium Association or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and

preserve the Condominium Association's ability to act under and enforce the provisions of **Article Three**;

(c) any suit between or among Owners, which does not include Declarant or the Condominium Association as a Party, if such suit asserts a Claim which would constitute a cause of action independent of the provisions of the Act, this Condominium Declaration, the By-Laws and reasonable rules and regulations adopted by the Board; and

(d) any suit in which any indispensable party is not a Bound Party.

With the consent of all parties hereto, any of the Claims in Section 14.3.2 above may be submitted to the alternative dispute resolution procedures set forth in Section 14.4.

14.4 MANDATORY PROCEDURES:

14.4.1 Notice. As a condition precedent to seeking any action or remedy, a Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (the Claimant and the Respondent referred to herein being individually, as a "Party," or, collectively, as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(a) the nature of the Claim, including the defect or default, if any, in detail and Persons involved and Respondent's role in the Claim;

(b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(c) the proposed remedy;

(d) any evidence that depicts the nature and cause of the Claim and the nature and extent of repairs necessary to remedy the Claim, including expert reports, photographs and videotapes; and

(e) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

Notices given to Respondent pursuant to this Section shall be deemed sufficient if personally delivered, delivered by commercial messenger service, or mailed by registered or certified mail, postage prepaid, return receipt requested to the last known address of the Respondent as it appears on the records of the Condominium Association on the date of mailing.

14.4.2 Claims Involving Declarant. With respect to any Claim to which the Declarant is the Respondent:

(a) Right to Inspect. Claimant agrees to permit Declarant and its agents to perform inspections and tests and to make all repairs and replacements deemed necessary by Declarant to respond to the Claim. Declarant shall have the Cure Period (defined below) to inspect and correct any alleged default. Declarant shall be given a reasonable

opportunity to perform all inspections and tests and make all repairs and/or replacements deemed to be necessary by Declarant.

(b) Right to Cure. Declarant shall have the right to repair, replace or pay the Claimant the reasonable cost of repairing or replacing any defective item. Unless otherwise provided by law or agreed by the Parties, Declarant or Condominium Association, as the case may be, shall have not less than 35 days nor more than 90 days from receipt of the Notice (the "Cure Period") to cure as provided herein or to otherwise respond to the Claimant in the event that the Declarant determines that no default has occurred and/or default exists. A Claimant shall have no right to bring any action against the Declarant until expiration of the Cure Period. The Cure Period shall be extended by any period of time that Claimant refuses to allow Declarant to perform inspections and/or perform tests as provided in subsection 14.4.2(a). Declarant shall have the right, but not the obligation, to take action during the Cure Period and/or respond to any notice received from Claimant.

(c) Time. The time periods provided for the inspection and cure by Declarant shall be extended by any period of time that Claimant refuses to allow Declarant to make inspections, tests, repairs and/or replacements. Any inspection, test, repair or replacement performed on a business day between 8 a.m. and 6 p.m. shall be deemed to be reasonable hereunder.

(d) Dispute Resolution. Any dispute (whether contract, warranty, tort, statutory or otherwise), including, but not limited to (a) any and all controversies, disputes or claims arising under, or related to, the Purchase Agreement, the Dwelling Unit, or any dealings between the Declarant and Owner (with the exception of "consumer products" as defined by the Magnuson-Moss Warranty-Federal Trade Commission Act, 15 U.S.C. Section 2301 et seq., and the regulations promulgated thereunder), (b) any controversy, dispute or claim arising by virtue of any representations, promises or warranties alleged to have been made by Declarant or Declarant's representative, and (c) any personal injury or property damage alleged to have been sustained by Purchaser on the Condominium Property (hereinafter individually and collectively referred to as "disputes" or "Claims"), shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. Section 1 et seq.) and not by or in a court of law.

(e) Mediation Fees. Declarant shall pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the Parties.

(f) Arbitration Fees. The fees for any claim in an amount of \$75,000 or less shall be apportioned as provided in the Supplementary Procedures for Consumer-Related Disputes of the AAA. For claims that exceed \$75,000, the filing Party shall pay up to the first \$750 of any initial filing fee to initiated arbitration. Under the following conditions, Declarant agrees to pay up to the next \$2,000 of any initial filing fee: (1) Claimant has participated in mediation prior to initiating the arbitration; (2) the parties have mutually agreed to waive mediation; or (3) Declarant files for arbitration under Paragraph (d)(i) below. The portion of any filing fee not covered above, and any case service fee, management fee or fees of arbitrator(s), shall be shared equally by the Parties.

14.4.3 Declarant and Claimant agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Article Fourteen shall survive (1) the closing of the sale of the Unit; (2) the termination of the Purchase Agreement by either party; or (3) the default of the Purchase Agreement by either party. The waiver or invalidity of any portion of this paragraph shall not affect the validity or enforceability of the remaining portions of this paragraph. Declarant and Claimant further agree (1) that any dispute involving Declarant's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in court of law; (2) that Declarant may, at its sole election, include its sub-contractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; (3) that the mediation and arbitration will be limited to the parties specified herein.

14.4.4 Negotiation and Mediation.

(a) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(b) If the Parties do not resolve the Claim within 90 days after the date of the Notice and the Cure Period has expired (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), either Party shall have 30 days from the date of Termination of Negotiations to submit the Claim to mediation. The mediation shall be filed with and administered by the American Arbitration Association ("AAA") in accordance with the AAA's Supplemental Rules for Residential Construction Mediation Rules in effect on the date of the Notice. If there are no Supplemental Rules for Residential Construction Mediation Rules currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of the Notice shall be utilized. Unless mutually waived by the Parties, submission to mediation is a condition precedent to either Party taking further action with regard the Claim.

(c) If a Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, then the Claimant shall be deemed to have waived the Claim, and the Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim.

(d) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that the mediation was terminated.

14.4.5 Binding Arbitration.

(a) Upon Termination of Mediation, either Party shall thereafter be entitled to initiate final, binding arbitration of the Claim under the auspices of AAA in accordance with the AAA's Supplemental Rules for Residential Construction Arbitration Rules in effect on the date of the Notice. If there are no Supplemental Rules for Residential Construction Arbitration Mediation Rules in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such Notice shall be utilized. Such Claims shall not be decided by or in a court of law. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. If the Claim amount exceeds \$250,000 or includes a demand for punitive damages, the Claim shall be heard and determined by three arbitrators. Otherwise, unless mutually agreed to by the Parties, there shall be one arbitrator. Arbitrators shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator(s).

(b) At the request of any Party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the Parties.

14.4.6 Costs and Expenses. Except as otherwise provided herein, each Party shall bear its own costs and expenses, including attorney's fees, for any mediation and arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting Party shall be awarded reasonable attorney's fees and expenses incurred in defending such contest. In addition, if a Party fails to abide by the terms of a mediation settlement or arbitration award, the other Party shall be awarded reasonable attorney's fees and expenses in enforcing such settlement or award.

14.5 AMENDMENT OF ARTICLE: Without the express prior written consent of Declarant, this Article 14 may not be amended for a period of twenty (20) years from the effective date of this Condominium Declaration.

ARTICLE 15

COMPLIANCE WITH VILLAGE OF WESTMONT P.U.D. ORDINANCE AND PLANNED DEVELOPMENT AGREEMENT

15.1 Notwithstanding anything to the contrary that may be set forth herein, the Developer, Board, Association and all subsequent Owners shall observe and comply with the applicable terms, conditions and obligations of the P.U.D. Ordinance and Planned Development Agreement, as the same may be amended from time to time, which P.U.D. Ordinance and Planned Development Agreement and any respective amendments thereto, are on file with the Clerk of the Village of Westmont.

ARTICLE 16

MISCELLANEOUS

16.1 INTERPRETATION: To the extent any provision of this Condominium Declaration may be inconsistent with the Act, unless such inconsistency is against public policy of the State of Illinois, the terms and exhibits of this Condominium Declaration shall govern and control in all cases. To the extent the Plat set forth as Exhibit C, as may be amended from time to time, may be inconsistent with the words and descriptions used in this Condominium Declaration, the Plat shall control in all cases.

16.2 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions and reservations, by legislation, judgment or court order shall not affect any liens, charges, rights, benefits and privileges and other provisions of this Condominium Declaration, which shall remain in full force and effect.

16.3 NOTICES: Except as otherwise provided in Section 14.4, any notice required to be sent to any Owner under the provisions of this Condominium Declaration or the By-Laws shall be deemed to have been properly sent if (i) mailed, postage prepared, to his or its last known address as it appears on the records of the Condominium Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Condominium Association at the time of such transmittal, or (iii) when personally delivered to his or its Dwelling Unit. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

16.4 CAPTIONS/CONFLICTS: The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Condominium Declaration. In the event of any conflict between the statements made in the recitals to this Condominium Declaration and the provisions contained in the body of this Condominium Declaration, the provisions contained in the body of this Condominium Declaration shall govern.

16.5 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Condominium Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the living lawful descendants of George W. Bush, the President of the United States at the time of Recording of this Condominium Declaration.

16.6 TITLE HOLDING LAND TRUST: In the event title to any Unit Ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Assessments, charges or payments hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Condominium Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the 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.

16.7 ASSIGNMENT BY THE DECLARANT: All rights which are specified in this Condominium Declaration to be rights of the Declarant are assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (including, whether by foreclosure or deed-in-lieu of foreclosure) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No party exercising rights as Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

16.8 WAIVER OR IMPLIED WARRANTY OF HABITABILITY: Illinois courts have held that every agreement for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the agreement and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the purchaser. However, the courts have also held that a seller-builder and purchaser may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular agreement. Each purchaser of a Unit from Declarant has waived, and the Declarant has disclaimed, the Implied Warranty of Habitability. Such waiver and disclaimer shall apply to and bind any subsequent Owner of a Unit and, accordingly, no Owner of a Unit shall be able to assert a claim against Declarant for a breach of the Implied Warranty of Habitability.

[EXECUTED ON FOLLOWING PAGE:]

IN WITNESS WHEREOF, M.L.C. Development Company, an Illinois corporation, executed this document as of the 15th day of September, A.D. 2003.

M.L.C. Development Company, an Illinois corporation

By: [Signature]
Its: President

Attest:

By: [Signature]
Its: Asst. Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, [Signature] a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marsha D. Elliott, as President of M.L.C. Development Company, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing Declaration, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of the limited partnership and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 15th day of September, 2003.

[Signature]
Notary Public



Seal:

Commission Expires: NOV. 12, 2007

CONSENT OF MORTGAGEE

LaSalle Bank ("Bank"), holder of a mortgage (the "Mortgage") dated Nov 24, 2004, and recorded in the office of the Recorder of Deeds of DuPage County, Illinois on Jan 18, 2005, as Document No. R 2005-012044, hereby consents to the execution and recording of the attached Declaration and agrees that said Mortgage is subject thereto.

IN WITNESS WHEREOF, said Bank has caused this Consent of Mortgage to be signed by its duly authorized officers on its behalf in Orland Park, Illinois on this 26 day of August, 2005.

John G. Arnold
(Bank)

By: John G. Arnold
Its: First Vice President

ATTEST:

By: Veronica Camarillo
Its: Administrative Assistant

STATE OF ILLINOIS)
)
COUNTY OF Cook)

I, Marianne C. Flanagan, a Notary Public in and for said County and State do hereby certify that John G. Arnold and Veronica Camarillo, the First Vice President and Administrative Assistant, respectively, of said Bank, as such First Vice President and Administrative, 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 Bank, for the uses and purposes therein set forth.

Given under my hand and notarial sale this 26th day of August, 2005.

Seal:



Marianne C. Flanagan
NOTARY PUBLIC

EXHIBIT A

The Development Area

PTN: 06-34-300-011

File No.: 858127

Legal Description:

Parcel 1:

That part of the Southwest Fractional Quarter of Section 34, Township 39 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the South line of the Southwest Fractional Quarter of Section 34 and the East line of a public highway heretofore dedicated according to the plat of dedication thereof recorded June 10, 1936 as document 370308; thence North 02 degrees 31 minutes 45 seconds West along the Easterly line of said public highway, 938.99 feet to an angle point; thence North 01 degree 15 minutes 55 seconds East, along the East line of said public highway, 767.55 feet to a point on a curve, being the Southerly line of a public highway heretofore dedicated according to the dedication thereof recorded September 26, 1984 as Document R84-77532; thence Northeasterly along the arc of said curve, being the Southerly line of a public highway heretofore dedicated per document R84-77532, being concave to the Southeast, having a radius of 713.94 feet, having a chord bearing of North 41 degrees 13 minutes 38 second East, for a distance of 821.47 feet to a point of tangency; thence North 74 degrees 11 minutes 24 seconds East 186.11 feet to a point on a curve; thence leaving the Southerly line of said public highway heretofore dedicated per Document R84-77532 and running Southerly along the arc of said curve, being concave to the East, having a radius of 49.00 feet, having a chord bearing of South 05 degrees 45 minutes 20 seconds West for a distance of 36.89 feet to a point of tangency; thence South 15 degrees 48 minutes 36 seconds East, 42.13 feet to a point of curvature; thence Southeasterly along the arc of a curve being concave to the Northeast having a radius of 219.00 feet, having a chord bearing of South 27 degrees 12 minutes 48 seconds East, for a distance of 87.17 feet to a point of tangency; thence South 38 degrees 37 minutes 00 seconds East 78.77 feet to a point of curvature; thence Easterly along the arc of a curve being concave to the North having a radius of 149.00 feet, having a chord bearing of South 75 degrees 05 minutes 00 seconds East for a distance of 189.67 feet to a point of reverse curvature; thence Easterly along the arc of a curve being concave to the South, having a radius of 355.50 feet, having a chord bearing of South 87 degrees 33 minutes 05 seconds East, for a distance of 297.81 feet to a point of reverse curvature; thence Easterly along the arc of a curve being concave to the North having a radius of 311.73 feet, having a chord bearing of South 81 degrees 47 minutes 39 seconds East, for a distance of 198.50 feet to a point of reverse curvature; thence Easterly along the arc of a curve being concave to the South, having a radius of 361.51 feet, having a chord bearing of North 84 degrees 54 minutes 30 seconds East, for a distance of 62.39 feet to a point of tangency; thence North 89 degrees 51 minutes 09 seconds East, 28.54 feet for a point of Beginning; thence continuing North 89 degrees 51 minutes 09 seconds East along the last described course, 00.00 feet; thence South 00 degrees 19 minutes 51 seconds East, along a line parallel with and 378.03 feet West of the East line of the Southwest fractional Quarter of said Section 34, a distance of 1,484.89 feet; thence North 57 degrees 43 minutes 18 seconds West 588.03 feet; thence North 00 degrees 08 minutes 51 seconds West, 423.05 feet; thence South 9 degrees 51 minutes 09 seconds West 108.40 feet; thence North 00 degrees 08 minutes 51 seconds West, 746.52 feet to the Point of Beginning, in DuPage County, Illinois.

Parcel 2:

Perpetual Non-Exclusive Easement for Ingress and Egress for the benefit of Parcel 1, as created by Easements, Covenants and Restrictions Agreement dated October 17, 1985 and recorded October 18, 1985 as Document R85-90357, by and among LaSalle National Bank, as Trustee under Trust Agreement dated April 25, 1985 and known as Trust Number 9930 and LaSalle National Bank, as Trustee under Trust Agreement dated April 25, 1985 and known as Trust Number 9925, in, to, over and across the areas, designated "Front Entrance Road Easement", "Access Road Easement", "Access Easement" and "Emergency/Secondary Access Road Easement", as depicted on Exhibit "B" attached thereto.

EXHIBIT B

The Condominium Property

PIN: 06-34-300-011

UNIT 23
23 WILLOW CREST DRIVE
OAK BROOK, ILLINOIS 60523

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 34,
TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL III OF OAKBROOK
HILLS ASSESSMENT PLAT PER DOCUMENT NUMBER R88-018943; THENCE
NORTH 89 DEGREES 51 MINUTES 09 SECONDS EAST, ALONG THE NORTH LINE
OF SAID PARCEL III, A DISTANCE OF 600.00 FEET TO THE NORTHEAST CORNER
HEREOF; THENCE SOUTH 00 DEGREES 19 MINUTES 51 SECONDS EAST,
ALONG THE EAST LINE OF SAID PARCEL III, A DISTANCE OF 614.11 FEET TO THE
POINT OF BEGINNING; THENCE CONTINUING, SOUTH 00 DEGREES 19 MINUTES
1 SECONDS EAST, ALONG SAID EAST LINE, 88.36 FEET; THENCE NORTH 62
DEGREES 42 MINUTES 57 SECONDS WEST, THROUGH AN EXISTING PARTY
WALL, 162.08 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 41.81
FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 163.50 FEET AND A
CHORD BEARING NORTH 28 DEGREES 46 MINUTES 10 SECONDS EAST AND A
DISTANCE OF 41.69 FEET; THENCE SOUTH 79 DEGREES 40 MINUTES 39
SECONDS EAST, 125.51 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL
BEING THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE 27 FOOT WIDE PRIVATE DRIVE DESCRIBED AS
COMMON AREA ON PAGE 1, IN DUPAGE COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 8,198.27 SQUARE FEET OR 0.19 ACRES, MORE OR
LESS.

UNIT 25
25 WILLOW CREST DRIVE
OAK BROOK, ILLINOIS 60523

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 34,
TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL III OF OAKBROOK
HILLS ASSESSMENT PLAT PER DOCUMENT NUMBER R88-018943; THENCE
NORTH 89 DEGREES 51 MINUTES 09 SECONDS EAST, ALONG THE NORTH LINE
OF SAID PARCEL III, A DISTANCE OF 600.00 FEET TO THE NORTHEAST CORNER
THEREOF; THENCE SOUTH 00 DEGREES 19 MINUTES 51 SECONDS EAST,
ALONG THE EAST LINE OF SAID PARCEL III, A DISTANCE OF 614.11; THENCE
NORTH 79 DEGREES 40 MINUTES 39 SECONDS WEST 125.51 FEET TO A POINT
OF CURVATURE; THENCE SOUTHWESTERLY 4.62 FEET ALONG A CURVE TO
THE RIGHT HAVING A RADIUS OF 163.50 FEET AND A CHORD BEARING SOUTH
22 DEGREES 15 MINUTES 14 SECONDS WEST A DISTANCE OF 4.62 FEET TO THE
POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY 43.13 FEET
ALONG SAID CURVE HAVING A CHORD BEARING OF SOUTH 30 DEGREES 37
MINUTES 15 SECONDS WEST, 43.01 FEET TO A POINT OF TANGENCY; THENCE
SOUTH 38 DEGREES 10 MINUTES 44 SECONDS WEST, 12.46 FEET TO A POINT
OF CURVATURE; THENCE SOUTHWESTERLY 23.22 FEET ALONG A CURVE TO
THE LEFT HAVING A RADIUS OF 93.50 FEET AND A CHORD BEARING SOUTH 31
DEGREES 02 MINUTES 43 SECONDS WEST AND A DISTANCE OF 23.22 FEET;
THENCE NORTH 89 DEGREES 32 MINUTES 08 SECONDS WEST, THROUGH AN
EXISTING PARTY WALL, 118.78 FEET; THENCE NORTH 08 DEGREES 31 MINUTES
26 SECONDS WEST, 65.14 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 28
SECONDS EAST 170.02 FEET TO THE POINT OF BEGINNING, IN DUPAGE
COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE 27 FOOT WIDE PRIVATE DRIVE DESCRIBED AS
COMMON AREA ON PAGE 1, IN DUPAGE COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 8,451.13 SQUARE FEET OR 0.19 ACRES, MORE OR
LESS.

COMMON AREA DESCRIPTION

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL III OF OAKBROOK HILLS ASSESSMENT PLAT PER DOCUMENT NUMBER R88-018943; THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL III, 5.00 FEET TO THE POINT OF BEGINNING; THENCE EAST AND SOUTH ALONG THE FOLLOWING 41 COURSES:

1. NORTH 89 DEGREES 51 MINUTES 09 SECONDS EAST, 94.26 FEET
2. SOUTHEASTERLY, 66.31 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET, A CHORD BEARING SOUTH 69 DEGREES 02 MINUTES 27 SECONDS EAST AND DISTANCE OF 64.82 FEET
3. SOUTH 47 DEGREES 56 MINUTES 03 SECONDS EAST, 67.57 FEET
4. SOUTHEASTERLY, 66.08 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, A CHORD BEARING SOUTH 68 DEGREES 58 MINUTES 01 SECONDS EAST AND DISTANCE OF 64.60 FEET
5. NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 15.28 FEET
6. NORTHEASTERLY, 25.63 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING NORTH 86 DEGREES 19 MINUTES 43 SECONDS EAST AND DISTANCE OF 25.61 FEET
7. NORTH 82 DEGREES 39 MINUTES 25 SECONDS EAST, 33.23 FEET
8. NORTHEASTERLY, 24.15 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING NORTH 86 DEGREES 06 MINUTES 59 SECONDS EAST AND DISTANCE OF 24.14 FEET
9. NORTH 89 DEGREES 34 MINUTES 33 SECONDS EAST, 89.36 FEET
10. SOUTHEASTERLY, 192.48 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 09 MINUTES 23 SECONDS EAST AND DISTANCE OF 157.84 FEET
11. SOUTH 32 DEGREES 06 MINUTES 41 SECONDS WEST, 91.08 FEET
12. SOUTHWESTERLY, 90.51 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 93.00 FEET, A CHORD BEARING SOUTH 04 DEGREES 13 MINUTES 46 SECONDS WEST AND DISTANCE OF 86.98 FEET

13. SOUTH 23 DEGREES 39 MINUTES 08 SECONDS EAST, 44.51 FEET
14. SOUTHEASTERLY, 60.30 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 147.00 FEET, A CHORD BEARING SOUTH 11 DEGREES 53 MINUTES 59 SECONDS EAST AND DISTANCE OF 59.88 FEET
15. SOUTH 00 DEGREES 08 MINUTES 51 SECONDS EAST, 40.52 FEET
16. SOUTHWESTERLY, 118.40 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 177.00 FEET, A CHORD BEARING SOUTH 19 DEGREES 00 MINUTES 57 SECONDS WEST AND DISTANCE OF 116.20 FEET
17. SOUTH 38 DEGREES 10 MINUTES 44 SECONDS WEST, 12.46 FEET
18. SOUTHWESTERLY, 24.25 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, A CHORD BEARING SOUTH 29 DEGREES 29 MINUTES 45 SECONDS WEST AND DISTANCE OF 24.16 FEET
19. NORTH 69 DEGREES 11 MINUTES 19 SECONDS WEST, 27.00 FEET
20. NORTHEASTERLY, 32.44 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 107.00 FEET, A CHORD BEARING NORTH 29 DEGREES 29 MINUTES 44 SECONDS EAST AND DISTANCE OF 32.31 FEET
21. NORTH 38 DEGREES 10 MINUTES 44 SECONDS EAST, 12.46 FEET
22. NORTHEASTERLY, 97.66 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING NORTH 19 DEGREES 31 MINUTES 42 SECONDS EAST AND DISTANCE OF 95.94 FEET
23. NORTH 00 DEGREES 08 MINUTES 51 SECONDS WEST, 40.18 FEET
24. NORTHWESTERLY, 49.23 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 120.00 FEET, A CHORD BEARING NORTH 11 DEGREES 54 MINUTES 00 SECONDS WEST AND DISTANCE OF 48.88 FEET
25. NORTH 23 DEGREES 39 MINUTES 08 SECONDS WEST, 44.51 FEET
26. NORTHEASTERLY, 116.79 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, A CHORD BEARING NORTH 04 DEGREES 13 MINUTES 46 SECONDS EAST AND DISTANCE OF 112.24 FEET
27. NORTH 32 DEGREES 06 MINUTES 41 SECONDS EAST, 91.08 FEET
28. NORTHWESTERLY, 134.73 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 63.00 FEET, A CHORD BEARING NORTH 29 DEGREES 09 MINUTES 22 SECONDS WEST AND DISTANCE OF 110.49 FEET

29. SOUTH 89 DEGREES 34 MINUTES 33 SECONDS WEST, 89.36 FEET
30. SOUTHWESTERLY, 20.89 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING SOUTH 86 DEGREES 07 MINUTES 00 SECONDS WEST AND DISTANCE OF 20.88 FEET
31. SOUTH 82 DEGREES 39 MINUTES 25 SECONDS WEST, 33.23 FEET
32. SOUTHWESTERLY, 29.09 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 227.00 FEET, A CHORD BEARING SOUTH 86 DEGREES 19 MINUTES 42 SECONDS WEST AND DISTANCE OF 29.07 FEET
33. SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 15.28 FEET
34. NORTHWESTERLY, 85.90 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET, A CHORD BEARING NORTH 68 DEGREES 58 MINUTES 02 SECONDS WEST AND DISTANCE OF 83.98 FEET
35. NORTH 47 DEGREES 56 MINUTES 03 SECONDS WEST, 53.53 FEET
36. NORTH 52 DEGREES 20 MINUTES 06 SECONDS WEST, 31.38 FEET
37. NORTHWESTERLY, 5.14 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 63.00 FEET, A CHORD BEARING NORTH 66 DEGREES 09 MINUTES 45 SECONDS WEST AND DISTANCE OF 5.13 FEET
38. SOUTHWESTERLY, 13.93 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING SOUTH 84 DEGREES 53 MINUTES 51 SECONDS WEST AND DISTANCE OF 13.44 FEET
39. SOUTHWESTERLY, 27.54 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING SOUTH 74 DEGREES 04 MINUTES 21 SECONDS WEST AND DISTANCE OF 27.19 FEET
40. SOUTH 89 DEGREES 51 MINUTES 09 SECONDS WEST, 77.95 FEET
41. NORTH 00 DEGREES 08 MINUTES 51 SECONDS WEST, 40.00 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

SAID PROPERTY CONTAINS 32,174.91 SQUARE FEET OR 0.739 ACRES MORE OR LESS.

EXHIBIT "D"

OWNERSHIP OF COMMON ELEMENTS UNDIVIDED INTEREST

UNIT NUMBER	PERCENTAGE OWNERSHIP
1	TBD
2	TBD
3	TBD
4	TBD
5	TBD
6	TBD
7	TBD
8	TBD
9	TBD
10	TBD
11	TBD
12	TBD
13	TBD
14	TBD
15	TBD
16	TBD
17	TBD
18	TBD
19	TBD
20	TBD
21	TBD
22	TBD
23	50%

UNIT NUMBER	PERCENTAGE OWNERSHIP
24	TBD
25	50%
26	TBD
27	TBD
28	TBD
29	TBD
30	TBD
31	TBD
32	TBD
33	TBD
34	TBD
35	TBD
36	TBD
37	TBD
38	TBD
39	TBD
40	TBD
41	TBD
42	TBD
43	TBD
44	TBD
45	TBD
46	TBD

TOTAL PERCENTAGE OF OWNERSHIP
IS 100%