

Solar Towers

ORIGINALLY
CROWN CLUB COURTS
CONDOMINIUM
ASSOCIATION

NAME OF ASSOCIATION WAS CHANGED
PER "THIRD AMENDMENT" TO
ASHBURY WOODS CONDOMINIUM ASSOCIATION

Revised 5-17-91

DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE
CROWN CLUB COURTS
CONDOMINIUM ASSOCIATION,
A Not-For-Profit Corporation
VILLAGE OF HINSDALE, DUPAGE COUNTY, ILLINOIS

THIS DECLARATION made and entered into by BANK OF LYONS, not
individually but solely as Trustee under Trust Agreement dated
March 9, 1989, and known as Trust No. 3575 (The "Trustee").

RECORDER
DU PAGE COUNTY
R 91 - 7 2239
1991 JUN 13 PM 3 30

RECITALS

- A. The Trustee holds legal title to a certain parcel of real estate situated in the Village of Hinsdale, DuPage County, Illinois legally described in Exhibit "A" attached hereto (the "Parcel").
- B. The Trustee desires and intends by this Declaration to submit the Parcel to a plan of condominium ownership under The Condominium Property Act of the State of Illinois, (the "Act") and desires to establish for its own benefit and that of all future owners or occupants of the Parcel or any part thereof, certain easements and rights in, over and upon the Parcel and mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof.
- C. The Trustee further desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Parcel shall at all times enjoy the benefits of, and shall hold their interest subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the Parcel and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Parcel.

CHARGE C.I.L.C. DUPAGE #D357620

[Signature]

[Handwritten initials]

A delineation of the property described in this instrument appears in PLAT BOOK NO. 152 PAGE 98

D. The Trustee further desires of reserve the power to annex or add to the Parcel additional property from time to time, in accordance with the provisions of the Act and of this Declaration.

NOW, THEREFORE, the Trustee, for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

- 1.1 **ACT:** The Condominium Property Act of the State of Illinois.
- 1.2 **ASSOCIATION:** THE CROWN CLUB COURTS CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation, its successors and assigns, including any successor by merger with or into any other condominium association formed to administer any other condominium regime in the Parcel.
- 1.3 **BOARD:** The Board of Directors of the Association which shall constitute the Board of Managers provided for in the Act. The Developer shall manage the affairs of the Association prior to the election of the Board.
- 1.4 **BUILDING:** Each structure now or hereafter located on the Parcel containing one or more Units and as shown by the Plat and amendments thereto.
- 1.5 **BY-LAWS:** The By-Laws of the Association which are attached as Exhibit "D" hereto, as amended from time to time.
- 1.6 **COMMON ELEMENTS:** All portions of the Property, except the Units, including but not limited to, the land (and easements appurtenant thereto); security gates; monuments; stairways, patio areas; balconies; terraces;

R91-072239

decks; roads; all pipes, ducts, electrical wiring and conduits, and public utility lines (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit) designed to serve more than one Unit; and the roof, exterior walls, foundations and all other structural components of each building, whether such structural components are located within or without the boundaries of a Unit. This definition is subject to and qualified by §1.12 (Limited Common Elements).

- 1.7 **COMMON EXPENSES:** The proposed or actual expenses affecting the Property including reserves, if any, lawfully assessed by the Board. Such expenses include, without limitation, the expenses of administration maintenance, operation, repair, alteration, addition, improvement, and replacement of the Common Elements (including reserves for such purpose); the cost of water, waste removal, electricity, and other necessary utility services for the Common Expenses pursuant to this Declaration, the By-Laws, rules and regulations of the Board, or otherwise lawfully incurred by the Association for the common benefit of all of the Unit Owners.
- 1.8 **DECLARANT:** The Trustee, or any successor or assign of The Trustee designated by the Trustee to act in such capacity.
- 1.9 **DECLARATION:** This instrument and all Exhibits hereto by which the Parcel and the Property are submitted to the provisions of the Act, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.
- 1.10 **DEVELOPER:** Brenner Development, an Illinois, or such other entity designated from time to time by the Trustee to act as the developer of the Property. The Developer may, but need not be, the beneficiary of the Trust.
- 1.11 **DIRECTOR:** A member of the Board.

R91-072239

- 1.12 **LIMITED COMMON ELEMENTS:** A portion of the Common Elements designed to serve, or designated on the Plat as reserved for the benefit of, or, to the extent permitted by law, established by the By-Laws or rules and regulations of the Board as reserved for the benefit of, a single Unit or adjoining Units, or all of the Units in a single Building. The Limited common Elements include, without limitation, all Building Limited Common Elements (as defined in Section 3.5 hereof) and all balconies, stairways, patios and decks (including related fencing) installed by Developer, driveways, foundations and such portions of the perimeter walls, floors, ceilings, doors and windows and all associated fixtures and structures therein, as lie outside the Unit boundaries. To the extent permitted by law, the Board may by rules and regulations from time to time designate other portions of the Common Elements as Limited Common Elements appurtenant to a Unit Ownership or Unit Ownerships (including, but no limited to, patios and decks, and such fixtures and all associated pipes, ducts and wiring designed to provide utility services for the Units pursuant to Section 2.5 (b) hereof) as may serve exclusively a single Unit or group of contiguous Units, or all of the Units in a single Building. The use of Limited Common Elements may be transferred between Unit Owners subject to limitations and restrictions imposed by the Act, the By-Laws and rules and regulations of the Board.
- 1.13 **OWNER OR UNIT OWNER:** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- 1.14 **PARCEL:** The real estate described in Exhibit "A".
- 1.15 **PERCENTAGE OF THE OWNERSHIP OR MAJORITY:** Except as otherwise provided by the Act, majority of the Unit Owners means the owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners shall, except as otherwise required by the Act, mean Unit Owners who, in the aggregate, own such percentage in the aggregate in interest of such undivided ownership.

R91-072239

- 1.16 **PERSON:** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- 1.17 **PLAT:** The plat or plats of the survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which Plat will be attached hereto as Exhibit "B" and will be recorded concurrently with this Declaration. The Plat sets forth the measurements, elevations, locations and other data required by the Act to identify the Parcel and each Building and each Unit for which a survey has been completed as of the date this Declaration is recorded, and sets forth the location and projected dimensions for the Units, if any, for which a survey has not been so completed as of the date this Declaration is recorded. As and when the surveys are completed for those Units identified on the Plat as having dimensions projected from plans of the Building, Developer reserves the right to and shall cause to be recorded from time to time until all of said Units have been surveyed, an amended survey or surveys showing the actual locations and dimensions of the boundaries of those Units for which surveys are completed after the date hereof. Wherever in this Declaration the term "survey", "surveys", "Plat" or Exhibit "B" appears, it shall be deemed to include such amended survey or surveys, as shall be hereafter recorded pursuant to this paragraph.
- 1.18 **PROPERTY:** All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures, equipment and furnishings intended for the mutual use, benefit or enjoyment of the Unit Owners, hereby submitted to the Act and subjected to the provisions of this Declaration.
- 1.19 **RECORD:** To file in the office of the Recorder of Deeds for DuPage County, Illinois.

R91-072239

- 1.20 **TRUSTEE:** Bank of Lyons, not individually but solely as Trustee under Trust Agreement dated March 9, 1989 and known as Trust No. 3575.
- 1.21 **UNIT:** A part of the Property designed or intended for independent residential use as a one-family dwelling including use as a garage or such other uses permitted by this Declaration, as set forth on the Plat and identified on the Plat by a distinguishing number. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit including the garage space bearing the same Unit identification number followed by the letter "G" as shown on the Plat; provided, however, that no structural components of the Building in which such Unit is located, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements, other than those parts of the system which serve only a single Unit, shall be deemed to be part of a Unit. The legal description of each Unit shall refer to such identifying number and corresponding garage identification number and letter "G" therefore and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.
- 1.22 **UNIT OWNERSHIP:** A part of the Property consisting of one Unit and the undivided percentage interest in the Common Elements allocated thereto as provided in this Declaration.
- 1.23 **VILLAGE:** The Village of Hinsdale, an Illinois Municipal Corporation located in DuPage County, Illinois.

ARTICLE II

PROPERTY RIGHTS

- 2.1 **SUBMISSION OF PROPERTY TO THE ACT:** The declarant, as the owner in the simple of the Parcel and the Property, expressly intends to and by recording this Declaration,

R91-072239

does hereby submit and subject the Parcel and the Property to the provisions of the Act and of this Declaration.

- 2.2 UNITS: Except as otherwise provided by the Act, and subject to the provisions of Section 8.1(e)(iii) hereof, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat; provided, however, that the Trustee may combine any part or parts of Units owned by the Trustee for the purpose of increasing the size of a Unit owned by the Trustee and reducing the size of another Unit owned by the Trustee, and any Units may be subdivided or combined in the manner prescribed by the Act.
- 2.3 OWNERSHIP OF COMMON ELEMENTS: Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit "C" attached hereto and made a part hereto as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed in accordance with the provisions of the Act. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit "C". Except as provided by the Act, the ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated.
- 2.4 USE OF COMMON ELEMENTS:
- a. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of ingress and egress to and from his respective Unit and each Unit Owner shall have the right to use such Common Elements

R91-072239

for all purposes incident to the use, occupancy and enjoyment of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, and said rights shall be appurtenant to and run with such Unit Ownership. The rights to use the Common Elements shall extend to each Unit Owner and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession, along with other Unit Owners of benefited Units, of the Limited Common Elements which benefit more than one Unit. The rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, of this Declaration, of the By-Laws, and by the rules and regulations of the Board. Crown Club Courts Crown Club Courts

b. The Board shall have the right and authority, subject to the provisions of this Declaration and the By-Laws, to grant leases, licenses and easements with regard to parts of the Common Elements including, without limitation, areas reserved for guest parking, if any, which are not reserved as Limited Common Elements. The terms of and the consideration, if any, for any such lease, license or easement shall be determined by the Board.

2.5 EASEMENTS:

- a. Encroachments. In the event that, by reason of the design, construction, settlement or shifting of the Property or any part thereof, (i) any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or (ii) any part of any Unit encroaches or shall hereafter encroach upon any part of any other Unit or the Common Elements or (iii) any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, then, in any such case, (i) there shall be deemed to be an easement in favor of the Association, for the use and benefit of the Unit Owners, for the maintenance

R91-072239

and use of any of the Common Elements which may encroach upon a Unit or said Common Elements; and (ii) there shall be deemed to be an easement in favor of any Unit Owner for the exclusive use of any part of his Unit which shall encroach upon the Common Elements, or any other Unit; provided, however, that in no event shall an easement for any encroachment or the use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Unit Owners, or if it occurred due to the willful conduct of such Unit Owner.

- b. Utility Easements. The Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company and all other public and private utilities (including any municipality or municipal corporations which provides utility service) serving the Property are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into, over, under, along, on and through the Common Elements for the purpose of providing utility services to the Property, together with the reasonable right of ingress to and egress from the Property for said purpose. For such purpose, the term "utility services: includes, without limitation, water, electricity, gas, telephone and other communication services (including cable, satellite master television service and closed circuit television, security and fire protection services, and the like), sewage and drainage for the Property and any portion thereof. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

R91-072239

- c. Additional Easements and Dedications. In addition to the easements provided for herein the Board, on behalf of all of the Unit Owners, shall have the right and power to grant such easements and to make such dedications with respect to the Common Elements as the Board deems necessary and proper. In particular, the Board shall grant easements and dedicate rights of way as the Declarant may from time to time deem advisable for roads, utility services, pedestrian, drainage, storm water detention, or access to or for the Common elements, or to supplement the easements or licenses for cable and satellite master television antenna service as provided in the Act.
- d. Declarant's Easements. Declarant hereby reserves for the benefit of the entire Parcel, and every portion thereof, perpetual nonexclusive easements to use the private roads, utility lines and storm water detention facilities located from time to time in the Common Elements for access, utility service, drainage and storm water detention, and construction purposes for the benefit of any buildings or other improvements which may hereafter be proposed for construction thereon by Declarant or its successors and assigns.
- e. Authority of Board. 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 easements and make agreements and dedications as provided for in this Section 2.5. Any easement, grant or plat of dedication shall be executed by the President and attested to be the Secretary of the Association and duly recorded.
- 2.6 DECLARANT'S RIGHTS: Anything herein to the contrary notwithstanding, the Declarant and the Developer, and their respective successors, assigns, agents and invitees shall have the following rights:

R91-072239

- a. The right to place and maintain on the Property model units, sales offices, advertising signs or banners, and lighting in connection therewith, at such locations and in such forms as the Declarant may, in its discretion, determine.
- b. The right of ingress, egress and transient parking in and through the Common elements for the purpose of showing and otherwise promoting any building on the Parcel to prospective purchasers of Units.
- c. The right to make alterations of, and additions and improvements to, the Common Elements, in connection with any of Developer's activities in connection with construction, promotion or sale of the Property.

Declarant's rights under this Section shall terminate at such time as: (a) Declarant no longer is a Unit Owner and (b) Declarant, its successors and assigns, no longer holds title to or the right to obtain title to any part of the Parcel, unless prior to the last to occur of (a) and (b), above, Declarant shall give written notice of such termination to the Board.

- 2.7 **BOARD'S RIGHTS 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 Unit or any of the Limited Common Elements when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owners as practicable, and any damage caused thereby shall be repaired by the Board, as Common Expense.
- 2.8 **SEPARATE MORTGAGES:** Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective Unit Ownership. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his Unit Ownership.

R91-072239

- 2.9 **SEPARATE REAL ESTATE TAXES:** Real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or any duly authorized subdivision or agency thereof, are to be separately taxed to each Unit Owner for his Unit Ownership, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his undivided interest, and in such event such taxes shall be a Common Expense. The Board, on behalf of all Unit Owners, upon the affirmative vote of not less than a majority of the Unit Ownerships, or upon the affirmative vote of not less than two thirds (2/3) of the members of the Board shall have the power to seek relief from any such taxes, special assessments or charges, and any expenses incurred in connection therewith shall be Common Expenses.

ARTICLE III

COVENANTS AND RESTRICTIONS AS TO USE, OCCUPANCY, MAINTENANCE AND IMPROVEMENT

The Units and Common Elements shall be used, occupied, maintained and improved in accordance with the following covenants and restrictions:

3.1 **MAINTENANCE, REPAIRS AND REPLACEMENTS:**

- a. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit and shall keep his Unit in good condition and repair. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Board as part of the Common Expenses, subject to the By-Laws and rules and regulations of the Association, and to the provisions of Section 3.4 hereof pertaining to the Limited Common Elements.

- b. The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit Ownership. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same for all costs and expenses (including attorneys' fees) incurred by reason of such lien.
- c. Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Property, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Unit Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.
- d. If, due to the act or neglect of a Unit Owner, or a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, and maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and be determined by the Board, to the extent not covered by insurance.
- e. The Board shall have exclusive authority to take or refrain from taking, any action pursuant to this Section 3.1. All expenses which, pursuant to this

R91-072239

Section 3.1, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

- 3.2 **ALTERATIONS, ADDITIONS OR IMPROVEMENTS:** No alterations of, or additions or improvements to, the Common Elements, shall be made by a Unit Owner without the prior written approval of the Board. The Board may authorize and charge as a Common Expense alterations of, or improvements or additions to, the Common Elements as provided in the By-Laws; provided that any such alteration, improvement or addition which is chargeable as a Common Expense and requires an expenditure in excess of Five Thousand Dollars (\$5,000.00) shall be subject to approval by the affirmative vote of Unit Owners holding at least two-thirds (2/3) of the Unit Ownerships. Subject to compliance with the By-Laws, rules and regulations of the Association, and all applicable laws and ordinances, any Unit Owner may make alterations, additions or improvements within his Unit without the approval of the Board, and in such event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements.
- 3.3 **DECORATING:** Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit and the Limited common Elements serving his Unit, as may be required from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and interior decorating. In the event the boundaries of any Unit, as shown on the plat, are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the Owner of such Unit shall be entitled to the exclusive use of such surfaces, and such Unit Owner shall maintain such surfaces in good condition at his sole expense. The use of the covering of the interior surfaces of windows, whether by draperies, shades or other items visible from the exterior of the Unit, shall be subject to the rules and regulations of

R91-072239

the Board. Each Unit Owner shall be responsible for window washing and for maintenance of doors and windows, whether or not located within the Unit boundaries. Decorating of the Common Elements (other than interior surfaces within the Units and Limited Common Elements as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work performed on the Common Elements under the authority of the Board, shall be furnished exclusively by the Board as part of the Common Expenses.

- 3.4 **MAINTENANCE AND IMPROVEMENT OF LIMITED COMMON ELEMENTS:** Unless otherwise decided by the Board, the cost of maintenance, repairs, replacements, alterations, additions and improvements of the Limited Common Elements shall be assessed to Unit Owners benefited thereby and further, at the discretion of the board, it may direct such benefited Unit Owners to arrange for such maintenance, repairs and replacements in the name and for the account of such benefited Unit Owners, to and for the account of such benefited Unit Owners, to pay the cost thereof with their own funds, and to procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that may arise therefrom. Until the Board shall otherwise so direct, the Limited Common Elements to be so maintained, repaired and replaced by benefited Unit Owners shall include: (i) all glass within windows, window wells, and exterior doors; (ii) all exterior lighting fixtures and related wiring (including replacement of light bulbs); (iii) patios and decks and related railings installed by Developer or designated as Limited Common Elements by the Board pursuant to Section 1.12 hereof; (iv) electric and gas lines connecting any Unit with a meter which serves only such Unit; (v) water lines connecting any Unit to the shut-off valve located outside of said Unit; (vi) stairways; (vii) privacy fences; (viii) driveways.

R91-072239

- 3.5 BUILDING LIMITED COMMON ELEMENTS: The roofs, foundations, exterior walls and other structural components of each Building located on the Property and other exterior facilities in the Common Elements designed to serve only the occupants of a single Building (collectively the "Building Limited Common Elements") shall be Limited Common Elements appurtenant and assigned to the Unit Ownerships in that Building. At the discretion of the Board, the cost of maintenance, repairs, replacements, alterations or additions and improvements of the Building Limited Common Elements serving and benefiting a single Building may be assessed in whole or in part to the Owners of Units in that Building and the Board may require such Unit Owners to arrange for and pay the cost of such maintenance, repairs and replacements in the manner provided for in Section 3.4 of this Declaration. If the Board elects to assess all of the Unit Owners in a Building pursuant to this Section 3.5, each Unit Owner shall be deemed benefited by such Limited Common Element, and such assessment shall be prorated to such Unit Owner, in the proportion which his percentage interest in the Common Elements bears to the aggregate percentage interests appurtenant to all of the Units in such Building.
- 3.6 UNIT AS A RESIDENCE ONLY: No Unit shall be used for other than residential purposes, subject however to the Declarant's right to maintain model apartments and exercise its other rights under Section 2.5 hereof, and the right of any Unit Owner to conduct his personal business or professional telephone calls or correspondence from his Unit incident to his residence therein. A Unit shall not be used or rented for a term of less than ninety (90) days. All leases of Units must be in writing and a copy of such lease shall be furnished to the Association prior to occupancy by any tenant.
- 3.7 USE OF COMMON ELEMENTS: The Common Elements shall be used only for access, ingress and egress to and from the Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are permitted under this Declaration, the By-Laws, or the

R91-072239

rules and regulations of the Association or which are incidental to the residential use of the respective Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. There shall be no playing, lounging or parking or storage of personal property in the Common Elements except in areas designated for such purpose.

- 3.8 **USE AFFECTING INSURANCE:** Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property or contents thereof, applicable for residential use, without prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law, or such other articles as may be permitted in accordance with the rules and regulations established by the Board.
- 3.9 **OTHER RESTRICTIONS:** The use and occupancy of the Units and the Common Elements shall be subject to the use and occupancy restrictions contained herein, and in the By-Laws and to reasonable rules and regulations duly adopted by the Board pursuant thereto.

ARTICLE IV

ADMINISTRATION OF THE PROPERTY

- 4.1 **THE ASSOCIATION:** Declarant has caused the Association to be incorporated as a not-for-profit corporation as provided by the Act. The Association shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property as provided in the Act, this Declaration and By-Laws. The By-Laws for the Association shall be the By-Laws attached hereto as Exhibit "D".

R91-072239

- 4.2 **THE BOARD:** The Association shall be managed by the Board which shall be elected in the manner provided in the By-Laws. The Board shall constitute the "board of managers" provided for in the Act, and all rights, titles, powers, privileges and obligations vested in or imposed upon the Board by the Act, this Declaration and the By-Laws shall be held or performed by the Association acting through the duly elected Directors and their successors in the office.
- 4.3 **INDEMNITY:** Neither the directors, Board, officers of the Association, Trustee, Trustee's beneficiary, Declarant nor Developer shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, Trustee or Developer, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, Board, officers, Trustee, Trustee's beneficiary, Declarant and Developer, their heirs, executors or administrators, in accordance with the provisions of Article VIII of the By-Laws.
- 4.4 **BOARD'S DETERMINATION BINDING:** In the event of any dispute or disagreement between any Unit Owners relating to the Property, of any question of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

ARTICLE V

DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF PROPERTY

5.1 **FIRE INSURANCE:**

- a. The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable

R91-072239

replacement cost of the Common Elements and the Units. Premiums for such insurance and other expenses in connection therewith shall be Common Expenses.

- b. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for each of the Unit Owners in accordance with their undivided interests.
- c. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Board, shall not be invalidated by interests of the Board, shall not be invalidated by any act or neglect of any Unit 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 Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the mortgagees of each Unit, shall contain waivers of subrogation with respect to the Association, its Directors, officers, employees and agents (including the managing agent), Unit Owners and members of their households and mortgagees, Trustee, Trustee's beneficiary and Developer.
- d. The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee

R91-072239

replacement cost of the Common Elements and the Units. Premiums for such insurance and other expenses in connection therewith shall be Common Expenses.

- b. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for each of the Unit Owners in accordance with their undivided interests.
- c. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Board, shall not be invalidated by interests of the Board, shall not be invalidated by any act or neglect of any Unit 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 Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the mortgagees of each Unit, shall contain waivers of subrogation with respect to the Association, its Directors, officers, employees and agents (including the managing agent), Unit Owners and members of their households and mortgagees, Trustee, Trustee's beneficiary and Developer.
- d. The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee

F91-072239

shall be Common Expenses. In the event of any loss in excess of \$25,000.00 in the aggregate. The Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or any Unit Owner of any Unit so destroyed.

- e. The proceeds of such insurance, if sufficient to repair or reconstruct any of the Units of Common Elements whose loss or damage is covered by such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for such repair or reconstruction or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit Ownership 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 Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Units or Common Elements
- f. If the proceeds of such insurance are insufficient for reconstruction and if the Unit Owners and all other parties in interest do not voluntarily make provisions of reconstruction of the Property within one hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.
- g. In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, and if the proceeds of insurance are insufficient to reconstruct, then upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting the Board, or its representative, shall present to the

R91-072239

members present an estimate of the cost of repair or reconstruction and the estimated amount of necessary assessments against each Unit Owner.

- h. In the case of damage or other destruction, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those Unit Owners entitled to their use. Upon the withdrawal from the act of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.
- i. Payment by an insurance company to the Board or to, any corporate trustee of the proceeds of any policy, and the receipt of a release from the Board of the

R91-072239

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.

5.2 OTHER INSURANCE:

- a. The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries, to, and death of, persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance as it may deem desirable, insuring the beneficiary of the Trustee, the Association, its directors and officers, the manager and managing agent, if any, and their respective employees and agents from claims and liabilities arising in connection with the ownership, existence, use or management of the Property (to the extent available) and, if deemed advisable by the Board, the streets and sidewalks adjoining the Property. The Developer shall be included as an additional insured in his capacity as a Unit Owner and director to the extent such coverage is available. Such insurance coverage shall include cross liability claims of one or more insured parties. The Unit Owners shall be included as additional insureds but only with respect to that portion of the Property not reserved for their exclusive use. The premiums for such insurance shall be a Common Expense.
- b. The Board shall also have the authority to obtain directors and officers liability insurance pursuant to the provisions of the Illinois General Not-For-Profit Corporation Act.

R91-072239

- c. The Board shall have authority to and shall obtain a fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or its management agent or of any other person handling funds of the Association, the Board or the Unit Owners in such amounts as the Board shall deem desirable. Such bond shall delete any exclusion pertaining to persons who serve without compensation from any definition of "employee" or similar expression.
- d. The Board shall notify all insured persons concerning the cancellation of insurance obtained pursuant to Section 5.1 and subsection 5.2(a).

5.3 UNIT OWNER'S OBLIGATION:

- a. Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit and Limited Common Elements appurtenant thereto and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided, including liability insurance with respect to occurrences in the Limited Common Elements appurtenant to his Unit.
- b. Each Unit Owner shall promptly report, in writing, all additions, alterations or improvements to his Unit without prior request from the Board or the management agent, and (subject to the provisions of any regulations adopted pursuant to Section 5.3(c) hereof) shall reimburse the Board for any additional insurance premiums attributable thereto and shall be responsible for any deficiency in insurance loss recovery resulting from his failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Owner shall

R 91-072239

make such report and request the Board in writing to obtain such insurance and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

- c. The Board may in its discretion, adopt regulations establishing the extent to which hazard insurance premiums attributable to improvements and betterments to a Unit or its Limited Common Elements shall be charged to the Unit Owners benefited thereby, or be charged as Common Expenses.

5.4 **WAIVER OF SUBROGATION:** Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its Directors and officers, the Trustee, the Trustee's beneficiary, the Developer, the Declarant, the manager and managing agent, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance. To the extent possible, all policies secured by the Board under Sections 5.1 and 5.2 shall contain waivers of the insurer's right to subrogation with respect to the Unit Owners and members of their household, the Directors and officers of the Association, the managing agent, the Trustee, the Trustee's beneficiary, the Developer, the Declarant and their respective employees and agents.

5.5 **EMINENT DOMAIN:** In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal from the provisions of the Act of such portion so taken may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to

R91-072239

- 6.3 **USER CHARGES:** The Board may establish, and each Unit Owner shall pay, user charges to defray the expenses of providing services, facilities or benefits which may not be used equally proportionately by all of the Unit Owners of which, in the judgment of the Board, should not be charged every Unit Owner. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 6.3 and the Board may elect to treat all or any portion thereof as Common Expenses.
- 6.4 **NON-USE AND ABANDONMENT:** No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or their Unit.

ARTICLE VII

REMEDIES FOR BREACH

- 7.1 **ABATEMENT AND REVOJNMENT:** The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provisions herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section:
- a. To enter upon the Property upon which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Trustee, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass;

191-072239

- b. to enjoin, abate or remedy by appropriate legal proceedings, whether at law or equity, the continuance of any breach;
- c. to avail itself of any other remedies available at law or in equity or in this Declaration including the right to maintain an action for possession of the defaulting Owner's Unit for the benefit of all other Unit Owners in the manner provided in Article IX of the Code of Civil Procedure; and
- d. to levy fines in reasonable amounts against a defaulting Unit Owner after notice and an opportunity to be heard as provided in the Act.

All costs, expenses and fees (including reasonable attorneys' fees) incurred by the Board in enforcing the rights of the Association under this paragraph 7.1, whether or not the Board institutes suit, shall be charged to the defaulting Unit Owner and may be added to such Owner's share of the Common Expenses and collected as a part thereof.

7.2 INVOLUNTARY SALE: If any Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall not be cured within thirty (30) days after notice in writing from the Board, or shall recur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the right of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupancy or, in the alternative, decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant and ordering that the right, title and interest of the Owner in the Property shall be sold (subject to the lien of an existing mortgage) at a judicial sale upon such notice and terms as the court shall establish,

R91-072239

except that the court shall enjoin and restrain the defaulting Owner from acquiring his interest in the Property at such judicial sale. In the event the violation upon which such action in equity is predicated shall consist of conduct by any Unit Owner, occupant, or invitee, which, in the judgment of the Board (which judgment shall be conclusive and shall not be subject to question) creates a substantial hazard to the safety of any other Unit Owner or occupant or to any employees of the Association, or to the Property or any portion thereof, or to any invitee thereon, the Board may file such action equity without first giving the 30-day notices or the 10-day notice hereinabove provided for. Pending the disposition of such proceeding, the Board may exercise any or all of its summary rights under Section 7.1 hereof. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder of any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchase thereof shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

R91-072239

7.3 REMEDIES FOR FAILURE TO PAY COMMON EXPENSE OR USE CHARGES:

- a. Lien: In the event of the failure or refusal of a Unit Owner to pay when due his proportionate share of the Common Expenses pursuant to Sections 3.1 and 6.1 hereof, or the charges for which he is responsible pursuant to Sections 6.3 and 7.3(b) hereof, the amount thereof together with any interest, late charges, reasonable attorneys' fees, costs of collection and the amount of any unpaid

finer, shall constitute a lien on the interest of such Unit Owner, as provided by the Act. Such lien shall be subordinate to the lien of a first mortgage or trust deed on the interest of such Unit Owner, recorded prior to the date of failure or refusal of such Unit Owner to pay when due his proportionate share of the Common Expenses, owned or held by a bank, insurance company, savings and loan association, other institutional lender, or the Trustee or Developer except for the amount of the Common Expenses or user charges which become due and payable from and after the date on which the said mortgage owner or holder either takes possession of the unit, accepts a conveyance of any interest therein (other than as security), or a receiver is appointed in an action to foreclose said mortgage. The provisions of the preceding sentence shall not be repealed or amended without the consent of all of the mortgagors affected thereby as provided in Section 10.1(b) hereof.

- b. Other Remedies: If any Unit Owner fails to pay any installment of such Common Expenses or the charges for which he is responsible under Section 6.3 within thirty (30) days after notice of default, the Board may accelerate the maturity of the remainder of installments of such Common Expenses due from such Owner for the balance of the assessment year, and may enforce collection thereof and of all of such other charges then or thereafter falling due, and all expenses of the Board in connection with such proceedings including court costs, reasonable attorneys' fees and other fees and expenses, and all damages, together with interest thereon at the highest legal rate permitted by law. In addition to the foregoing, the Board or its agent shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time.

R91-072239

ARTICLE VIII

RIGHTS OF MORTGAGEES

8.1 RIGHTS OF MORTGAGEES: The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and to the extent if at all, that any other provisions of this Declaration conflicts with the following provisions, the following provisions shall control:

- a. The Association shall furnish each first mortgagee of a Unit a written notice of any default by the Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Any first mortgagee of a Unit who comes into possession of the said Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit.
- b. Upon request in writing, each first mortgagee of a Unit shall have the right:
 - i. to examine the books and records of the Association during normal business hours;
 - ii. to receive any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Unit Owners at the end of each of its respective fiscal year;
 - iii. to receive notices of all meetings of the Association and to designate a representative to attend all such meetings;

- iv. to receive notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws contained herein or Articles of Incorporation of the Association.
- c. No provision of this Declaration or Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of the first mortgagees of Units pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.
- d. There shall be included in each annual assessment levied by the Association (but not as a special assessment) an amount sufficient to establish an adequate reserve fund for replacements and contingencies.
- e. Unless the first mortgagees of all of the individual Units which have become a part of the Property have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:
 - i. by act or omission seek to abandon or terminate the condominium regime, except for abandonment provided by the Act in case of substantial loss to the Units and/or the Common Elements;
 - ii. change the pro rata interest or obligations of any Unit Owner for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards

R91-072239

except as provided in Article Eight hereof and for (2) determining the pro rata share of ownership of each Unit Owner in the Common Elements except as provided in Article Eight hereof;

- iii. partition or subdivide any Unit; and
 - iv. use hazard insurance proceeds for losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement, or construction of such improvements, except as provided by statute in case of substantial loss to the Units and/or the Common Elements.
- f. Upon specific written request to the Association, each first mortgagee of a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds Ten Thousand Dollars (\$10,000.00) or if damage shall occur to a Unit in excess of One Thousand Dollars (1,000.00), notice of such event shall also be given.
- g. If any Unit or portion thereof or the Common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit will be entitled to timely written notice, upon such specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the Owner of a Unit or other party to priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

R91-072239

ARTICLE IX

RIGHTS OF THE VILLAGE

- 9.1 RIGHTS OF THE VILLAGE: The following provisions are intended for the benefit of the Village in furtherance of its interests in maintaining, promoting, and protecting the health and general welfare of the public:
- a. In the event of the failure or refusal of the Association to enforce any covenant or restriction set forth in this Declaration or By-Laws, including enforcement of the Remedies for Breach set forth in Article VII of this Declaration and performance of any maintenance or repair work which the Association is otherwise obligated to perform under the terms of this Declaration, and provided that the Village has first served the Association with written notice of its intention to intervene no less than ten (10) days prior to undertaking any such action, the Village, may, but shall not be obligated to, enforce the Remedies for Breach and perform such maintenance or repair work as shall be necessary to protect the health and welfare of the public.
 - b. The Village shall have the right to assess the Units for the reasonable cost of any such maintenance or repair work which the Association has failed or refused to perform and which the Village shall have undertaken to perform, and the Village shall have a lien against any Unit failing to pay its pro-rata portion of such assessment.

R91-072239

ARTICLE X

MISCELLANEOUS

10.1 AMENDMENT:

- a. The provisions of this Declaration (except Article VIII, Article IX, this Section 10.1 and Section 2.6, and any other provisions of this Declaration

specifically granting rights to any mortgagee holding a first mortgage on a Unit or to the Village) may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, and certifying that the Owners having at least seventy-five percent (75%) of the total votes have approved such amendment at a meeting of Owners duly called for such purpose; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by said Secretary certifying to such mailing as a part of such instrument. The provisions of Section 2.6 and any provisions hereof relating to the powers and rights of the Declarant, may be amended only upon written consent of Declarant. The provisions of Article VII, this Section 10.1 and any sections of this Declaration pertaining to the rights of the holder of any first mortgage on a Unit may be amended only upon written consent of all Unit Owners and the holders of all such mortgages.

- b. Notwithstanding the provisions of the foregoing paragraph, if the Act, or this Declaration, requires the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or this Declaration, then any such instrument changing, modifying or rescinding any provisions of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Declaration.
- c. Notwithstanding any other provisions of this Declaration, the Trustee shall have the right at any time and from time to time to record a special amendment to this Declaration to (i) conform this Declaration with the requirements of any institutional lender issuing a commitment to the Trustee or Developer to make first mortgage loans covering Units, or (ii) correct clerical, typographical or surveying errors in this Declaration or the Plat, or (iii) complete the data

R91-072239

on the Plat after improvements constructed at any time on the Parcel are completed by the Developer of (iv) to conform to any requirements of or the Developer's lenders. In furtherance of foregoing, each Unit Owner and each holder of a mortgage, trust deed, or lien affecting any unit hereby grants to the Trustee (and the Trustee hereby reserves) an irrevocable power of attorney coupled with an interest on behalf of each Unit Owner and each such holder to make, sign and record on behalf of each Unit Owner and each such holder any amendment described in this subsection (c). Each deed, mortgage, trust deed, other evidence of obligation or other instrument shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the aforescribed power of attorney to the Trustee to make, sign and record on behalf of each of the unit Owners and holders any amendment described in this subsection. The power of attorney described in this subsection shall terminate ten (10) years from the date of recording of this Declaration.

- d. The change, modification or rescission, whether accomplished under the provisions of subsections (a), (b), or (c) above shall be effective upon the recording of such instrument; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

10.2 NOTICES:

- a. Notices provided for in the Act, this Declaration or the By-Laws shall be in writing and shall be addressed to the Board, or any Unit Owner, as the case may be, at the post office address of the Property (indicating thereon the number of the respective Unit if addressed to a Unit Owner). The Board may designate a different address for notices to it by giving written notice thereof to all Unit Owners. Any Unit Owner may designate a different address or addresses for notices to him by giving

R91-072239

written notice thereof to the Board. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt hereof.

- b. Upon written request to the Board, the holder of any recorded mortgage, trust deed, or other given a copy of all notices permitted or required by this Declaration to be given to the Unit Owners of such Unit Ownership.

10.3 **SEVERABILITY:** If any provision of this Declaration or By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration and By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

10.4 **PERPETUITIES AND OTHER RULES OF PROPERTY:** If any of the options, privileges, covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States and of both incumbent U.S. Senators from the State of Illinois.

10.5 **RIGHTS AND OBLIGATIONS:** Each grantee of the Trustee and each subsequent grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed, and each tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction rights and powers created or reserved by this Declaration and the By-Laws. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the

benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

10.6 GENERAL PROVISIONS:

- a. Until such time as the Board provided for in this Declaration is formed, the Developer shall exercise any of the powers, rights, duties and functions of the Board. All rights which are hereby reserved to the Trustee and the Developer, or either of them, are mortgageable, pledgeable, assignable or transferable. Upon any exercise of rights by the holder of said mortgage, pledge, assignment, or transfer and any successor assignee by foreclosure or otherwise shall from time to time hold or be entitled to exercise the rights of Trustee and Developer hereunder as fully as if named as such party herein.
- b. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- c. The provisions of this Declaration shall be liberally construed to effectuate its purpose of created a uniform plan of operation of a first class condominium.
- d. In the event title to any Unit Ownership is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit

R91-072239

Ownership. No claim shall be made against any such title-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 charge or claim upon the Unit Ownership shall continue to be the liability of the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Unit Ownership.

This Declaration is executed by Bank of Lyons, as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Bank of Lyons, hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming interest under this Declaration that Bank of Lyons, as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the titleholding interest and the trust estate under said Trust to the terms of the Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by Bank of Lyons, as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust or their successors, and not by Bank of Lyons and sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see the fulfillment or discharge of any Declaration. In event of conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 11th day of June, 1991.

This instrument is executed and delivered by [] not in its individual capacity, but solely in its capacity as Trustee for the purpose of binding the herein described property. It is expressly understood and agreed by the parties herein anything to the contrary notwithstanding that such and all the undertakings and agreements herein made are made and intended as the representations or agreements of the Trustee, or for the purpose of limiting the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account of and on account of any undertaking or agreement herein contained either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto and their successors and assigns.

R91-072239

BANK OF LYONS
as Trustee as aforesaid

ATTEST:

By: Virginia T. Resche
Secretary

By: Laura VonDraak
Vice President

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Glanda Lipsey, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Laura VonDraak, Vice President of BANK OF LYONS, and Virginia T. Resche Ass't, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Vice President and Ass't, Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Ass't Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 11th day of June, 1991.

Glanda Lipsey
Notary Public

My Commission Expires: _____

Prepared By AND MAIL TO:
McCarthy, Duffy, NIEDHART & SINKARD
180 North La Salle Street
Chicago, IL 60601
ATTN: FOREST J. MILES

OFFICIAL SEAL
GLANDA LIPSEY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 16, 1992

R91-072239

EXHIBIT "A"LEGAL DESCRIPTION

THAT PART OF LOT 2 IN BRENNER SUBDIVISION, BEING A RESUBDIVISION OF PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 1990 AS DOCUMENT NO. R90-18957, LYING EAST OF AND ADJOINING, THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT BEING ON THE EAST LINE OF MADISON STREET; THENCE SOUTH 89 DEGREES 49 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 245.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 10 MINUTES 30 SECONDS WEST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 165.00 FEET TO THE POINT OF TERMINUS ON THE SOUTH LINE OF SAID LOT 2, SAID POINT BEING 245.95 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 2 AS MEASURED ALONG SAID SOUTH LINE, ALL IN DUPAGE COUNTY, ILLINOIS.

SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 1.438 ACRES, MORE OR LESS.

09-13-103-128
MADISON STREET
DINNERS GROVE, FL.

R91-072239

41

SECRET

R91-072233

EXHIBIT "C"
CROWN CLUB COURTS
CONDOMINIUM ASSOCIATION

<u>UNIT No.</u>	<u>ADDRESS</u>	<u>COMMON OWNERSHIP PERCENTAGE</u>
3-1	440 DEYAN DR.	9.0%
3-2	438 DEYAN DR.	10.8%
3-3	436 DEYAN DR.	11.6%
3-4	434 DEYAN DR.	10.4%
3-5	432 DEYAN DR.	9.0%
3-6	430 DEYAN DR.	10.4%
3-7	428 DEYAN DR.	9.0%
3-8	426 DEYAN DR.	11.6%
3-9	424 DEYAN DR.	9.2%
3-10	422 DEYAN DR.	9.0%

R91-072239

EXHIBIT "D"BY-LAWS OF
CROWN CLUB COURTS
CONDOMINIUM ASSOCIATION

ARTICLE I

MEMBERS

(UNIT OWNERS)

Section 1. Eligibility. The Association, an Illinois not-for-profit organization, shall have one class of membership which shall consist of all of the Unit Owners of the Property known as Crown Club Courts Condominiums, Village of Hinsdale, Illinois (the "Property"), in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners. The foregoing and other capitalized terms herein are used in these By-Laws as such terms are defined in the Declaration of Condominium Ownership for the Property, which Declaration is recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, and incorporated herein by this reference. The words "member" or "members" as used in these By-Laws mean and shall refer to "Unit Owner" or "Unit Owners" as the case may be, as defined in the Declaration.

Section 2. Succession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 3. Annual Meeting. The Unit Owners shall hold regular meetings one of the purposes of which shall be to elect members to the Board. The first meeting of Unit Owners (the "Initial Meeting") shall be held not more than sixty (60) days after the earlier of: (i) the date that the Developer has sold and delivered its deed for 75% of the Units, or (ii) three (3) years after the Developer has recorded the Declaration.

R91-072239

Developer shall give at least twenty-one (21) days' notice of the Initial Meeting to elect the Initial Board and shall provide to any Unit Owner within three (3) working days of the request, the names, addresses, telephone numbers (if Available), and weighted vote of each Unit Owner entitled to vote at such meeting. Subsequent to the Initial Meeting, there shall be a regular annual meeting of Unit Owners held each year on or about the anniversary of the Initial Meeting. All such meetings of Unit Owners shall be held at such place in DuPage County, Illinois, and at such time as specified in the written notice of such meeting.

Section 4. Special Meetings. Special meetings of the Unit Owners may be called by the President, the Board or by 20% of the Unit Owners. Matters subject to the approval of Unit Owners, as set forth in the Act, Declaration or these By-laws shall be submitted to the Unit Owners for their approval at special meetings which shall be called for such purpose by the President.

Section 5. Delivery of Notice of Meetings. All such notices shall be delivered to all Unit Owners not less than ten (10) days and not more than thirty (30) days prior to the date of said meeting. Any notice of any meeting mailed to a Unit Owner shall be deemed delivered on the second regular mail delivery day following the day of deposit of such notice in the United States mail, postage prepaid, addressed as aforesaid.

Section 6. Voting.

(a) The aggregate number of votes for all Unit Owners shall be one hundred (100), and, except as otherwise herein provided, shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit "C" to the Declaration. Notwithstanding the foregoing, if 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes in the Association, any percentage vote of the members of the Association specified herein or in the Declaration or Act shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to the Units that would otherwise be applicable.

R91-072239

(b) There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Owner or one of the group composed of all the Owners of Unit Ownership, or may be some person designated to act as proxy for such Owner(s) and who need not be an Owner. Such designation shall be made in writing to the Board by the Owner or the Owner's duly authorized attorney in fact and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner(s). The proxy shall be invalid after eleven months from the date of its execution, unless otherwise provided in the proxy. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. The Developer may exercise the voting rights with respect to Units owned by it or the Trustee. In the absence of a written designation naming the voting member with respect to any such Unit, any one of multiple Unit Owners of such Unit may cast the votes therefore unless protest by any other of such multiple Unit Owners shall be made promptly to the person presiding over such meeting. In the event of such protest, the votes attributable to such Unit shall not be counted.

(c) The affirmative vote of not less than two-thirds (2/3) of the total ownership of the Common Elements is required in order to approve any of the following proposed actions: (i) merger or consolidation of the Association; (ii) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the Property and assets of the Association (except that the Board shall have the right to assign its right to future income, including the right to receive assessments for common expenses, in connection with financing repairs, replacements or renovations of the Common Elements); and (iii) the purchase or sale of land or Units on behalf of all Unit Owners.

R91-072239

Section 7. QUORUM. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting. If a meeting must be adjourned as a result of failure to obtain a quorum the quorum requirement for any subsequent reconvening of such meeting, or subsequent meeting called for the same purpose as such meeting shall be one half of that initially required.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Number, Election and Term of Office. The direction and administration of the Property and the affairs of the Association shall be vested in the Board of Directors of the Association, which shall be deemed to be the "Board of Managers" referred to in the Act (and is herein referred to sometimes as the "Board"). Prior to the initial meeting of the Association members, the Board shall consist of three (3) persons as may from time to time be designated by the Developer without regard to the qualifications stated in Section 2 of this Article II. At the initial meeting of the members, the number of directors shall be increased to five (5) directors.

Directors shall be elected at the regular annual meeting of Association members, except that the directors listed in the Articles of Incorporation of the Association or appointed by Developer shall serve until the initial meeting of Association members. All voting for directors shall be computed on the basis of one vote per Unit and not in accordance with the percentages of ownership in the Common elements appurtenant to the Units. Those candidates for election as director who receive the greatest number of votes cast at the meeting shall be elected. Directors elected at the initial meeting shall serve as directors until the first regular annual meeting of voting members and until their successors shall have been elected and qualified. At the first regular annual meeting of members, the three (3) candidates receiving the greatest number of votes shall be elected to serve as directors for a term of two years and the two (2) candidates receiving the next highest number of votes shall be elected for a term of one year, and until

R91-072239

their successors shall be elected and qualified. Except as provided in paragraph 3, each successor to a director elected at the first regular annual meeting of members shall serve for a term of two years and until his successor shall be elected and qualified. Directors may be elected to succeed themselves but the term of any director shall not exceed two years.

Section 2. Qualification. Each director (except for directors appointed by the Developer or Trustee) shall be a Unit Owner, or, if a Unit Owner is a corporation, a director may be an officer of such Unit Owner, or if a Unit Owner is a partnership, a director may be a partner of such Unit Owner, or if a Unit Owner is a trust, a director may be a beneficiary of such Unit Owner and, except for directors appointed by the Developer or Trustee, all directors shall reside at the Property. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 3. Vacancies.

(a) Except as hereinbelow provided, any vacancy occurring on the Board, other than a vacancy among any directors appointed by the Developer or Trustee, may be filled by not less than two-thirds vote of the remaining members thereof, and any director so elected to fill a vacancy (an "Interim Director") shall hold office for a term expiring on the date of the next annual meeting of Association members. Notwithstanding the foregoing, if the Board shall receive a petition signed by not less than Unit Owners owning 20% of the votes in the Association requesting a meeting of Association members to fill any such vacancy (other than that of a director appointed by the Trustee or Developer), the Board shall call a special meeting for such purpose within 30 days of the date of receipt of such petition and, at such special meeting, a successor shall be elected by a majority vote of those members present at such meeting either in person or by proxy to serve as director for the unexpired remainder of the term of the director whom he succeeds.

(b) Notwithstanding nothing to the contrary contained in subparagraph 3(a), if an Interim Director is chosen by the Board to fill a vacancy on the Board, and the term of the

R91-072239

member of the Board whose vacancy has been so filled would not otherwise have expired until one year after the next annual meeting of members of the Association, then the successor to such Interim Director to be elected at the next annual meeting of members shall be elected for a term of one year only in lieu of two years.

(c) Vacancies among directors appointed by Developer or Trustee may be filled by appointment by the Developer or Trustee.

Section 4. Meetings.

(a) The Board shall meet at least four times annually, one of the meetings to be held within ten (10) days following the regular annual meeting of Unit Owners. Written notice stating the date, time and place of regular meetings shall be delivered, either personally or by mail or telegram, to a director at the address given to the Board by said director for such purpose not less than forty-eight (48) hours prior to the date of each such meeting.

(b) Special meetings of the Board shall be held upon a call by the President or by a majority of the directors on not less than forty-eight (48) hours notice in writing to each director, delivered personally or by mail or telegram at the address given to the Board by said director for such purposes.

(c) Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

(d) Meetings of the Board shall be open to any Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Board and/or Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share

R91-072239

of Common Expenses. Any vote on the matters listed in subparagraphs (i), (ii), and (iii) above shall be taken at a Board meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings of the Board required by the Act to be open to any Unit Owner by tape, film or other means; provided, however, that the Board may prescribe reasonable rules and regulations to govern the right of Unit Owners to make such recordings. Except where such meetings concern the adoption of the proposed annual budget or any increase or establishment of an assessment (in which case each Unit Owner shall receive notice in the same manner as provided for membership meetings), notice of each such meeting shall be mailed or delivered to each Unit Owner not less than forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the Unit Owner entitled to such notice before the meeting is convened. With respect to any meeting of the Board where adoption of the annual budget for the Association is on the agenda, all Unit Owners shall receive written notice of such meeting not less than ten (10) days and not more than thirty (30) days prior to the date of such meeting, stating the time and place of said meeting and the matters to be considered. Copies of entranceways, elevators, if any, or other conspicuous places in the Property at least forty-eight (48) hours prior to the meeting of the Board.

Section 5. Removal. Any director may be removed from office for cause by the vote of Unit Owners owning at least two-thirds (2/3) of the total ownership interest in the Common Elements.

Section 6. Compensation. Directors shall receive no compensation for their services.

Section 7. Quorum. A majority of directors shall constitute a quorum.

Section 8. Counting of Votes. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots for such election.

R91-072239

Section 9. Contract Purchasers. In the event of a resale of a Unit the purchaser of a Unit from a seller other than the Developer pursuant to an installment contract for purchase shall during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and shall have the right to be elected to any serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. For purposes of this subsection "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act relating to installment contracts to sell dwelling structures", approved August 11, 1967, as amended.

Section 10. Powers and Duties. The Board shall have the following powers and duties, subject to the provisions of the Declaration:

(a) to elect and remove the officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association and the Property;

(c) to, at its option, engage the services of an Agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;

(d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) after a meeting of the Unit Owners, at which a quorum of Unit Owners need not be present, called for the specific purpose of discussing proposed rules and regulations,

R91-072239

or amendments thereto, notice of which shall contain the full text thereof, to adopt and from time to time amend rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements:

(f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefore, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;

(g) to provide for the designation, hiring and removal of employees and other personnel, accountants, and attorneys (including tax attorneys who may be retained as provided in the Act), and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate such powers to the manager or managing agent (and any such employees or other personnel who may be the employees of a managing agent);

(h) to appoint committees of the Board and to delegate to such committees the board's authority to carry out certain duties of the Board;

(i) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(j) to settle all disputes between Unit Owners with regard to both Common Elements and Limited Common Elements;

(k) to have access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units;

(l) to obtain adequate and appropriate kinds of insurance as provided in the Declaration;

R91-072239

(m) to determine the fiscal year of the Association and to change such fiscal year from time to time as the Board seems advisable;

(n) to keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(o) to enter into agreements or arrangements for premises suitable for use as apartments for building personnel, upon such terms as the Board may approve;

(p) to bid for and purchase, for and on behalf of the Association, an Unit, or interest therein, at a sale pursuant to a foreclosure of the lien for Common Expenses under the Act, or an order or direction of a court, or at any other private or public sale, upon the consent or approval of two-thirds of the Unit Owners other than the Unit Owner whose Unit is subject to such sale, provided that such consent shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such Unit;

(q) to make such mortgage arrangements and special assessments proportionately among the Unit Owners, and such other financing arrangements as the Board may deem desirable in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association; provided, however, that no such financing arrangements shall be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased and the percentage interest in the Common Elements appurtenant thereto;

(r) to obtain a fiduciary, fidelity or other bond as the Act may require in amounts and covering all persons required by the Act, the cost of which shall be a Common Expense;

(s) to own, encumber, lease, convey, and otherwise deal with Units conveyed to or purchased by it;

(t) to act in a representative capacity in relation to matters involving the Common Elements or more than one Unit, on behalf of the Unit Owners, as their interest may appear;

R91-072239

(u) to obtain loans in the name of the Association for the purpose of providing funds for the repair, replacement and renovation of the Common Elements and to assign future income of the Association including assessments due from Unit Owners as security for repayment thereof;

(v) to impose charges for late payment of a Unit Owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines in an amount not to exceed \$100 per violation for violation of the Declaration, these By-laws or the rules and regulations of the Association, all in the manner set forth in the Declaration;

(w) to grant and record easements for installation of cable and associated equipment to companies furnishing pay television service to the Property as permitted by law;

(x) to exercise all other powers and duties of the Board permitted by law;

(y) Subsequent to the initial meeting of members, except for (i) litigation seeking to enforce any remedy available to the Association at law or in equity, including those provided for in the Declaration, in the case of a violation of any provision of the Declaration, these By-laws or the rules and regulations of the Association, including by way of example and not limitation, failure by a Unit Owner to pay his proportionate share of Common Expenses or (ii) litigation in connection with real estate tax assessments on the Property, the Board shall have no authority to commence any litigation without the prior consent of not less than two-thirds (2/3) of all Unit Owners.

ARTICLE III

OFFICERS

Section 1. Designation. At each regular Board meeting following the regular annual meeting of Unit Owners, the directors

R91-072233

present at said meeting (provided a quorum is present) shall elect the following officers of the Association by a majority vote:

(a) a President, who shall be a director, and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall be designated to mail and receive all notices as provided for in the Act, and who shall, in general, perform all the duties incident to the office of Secretary;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;

(d) such additional officers as the Board shall see fit to elect.

Section 2. Powers. The respective officer shall have the general powers usually vested in such officers, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one year until his successor shall have been appointed or elected and qualified. Officers may be elected to succeed themselves.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the members thereof at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer whom he succeeds. Any officer may be removed for cause at any time by a majority of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services.

R91-072239

ARTICLE IV

ASSESSMENTS

Section 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, replacements, landscaping, insurance, power, and all other Common Expenses including reasonable reserves as deemed necessary by the Board. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. A copy of the estimated annual budget for each fiscal year shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board together with an indication of which portions are intended for capital expenditures or repairs or payment of real estate taxes.

Section 2. Assessments. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of his proportionate share of the Common Expenses for such year as shown by the annual budget. Except as may be otherwise provided in the Declaration, such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements as set forth in Exhibit "C" of the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the manager or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessments for Common Expenses by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements. Notwithstanding anything to the

R91-072239

contrary herein contained, if any budget adopted by the Board requires assessments against Unit Owners for any succeeding fiscal year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by the Unit Owners with 20% or more of the votes in the Association received within 14 days of the Board action, shall call a meeting of the Unit Owners within 30 days of the date of receipt of such petition to consider the budget. Unless, at such meeting, whether or not a quorum is present, a majority of the votes of the Unit Owners are cast to reject such budget, it shall be considered ratified. In determining whether the new assessments exceed 115% of similar assessments for the prior year, any authorized provisions for reasonable reserves for repair or replacement of the Property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

Section 3. Partial Year or Month. For the first fiscal year, the annual budget shall be as approved by the First Board. If such first year, or any succeeding year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of acceptance by each Unit Owner of a deed of conveyance from Trustee for his Unit, he shall pay his assessment for the following month or fraction of a month, which assessment, except as may be otherwise provided in the Declaration, shall be in proportion to his respective ownership interest in the Common Elements as set forth in Exhibit "C" of the Declaration and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be computed by the Board.

Section 4. Annual Report. Within ninety (90) days after the end of each fiscal year, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with an indication of which portion were for capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget for the preceding year, and showing the net excess or deficit of income over

expenditures plus reserves, if any, and such other information as the Board may deem desirable. Audited financial statements may be

R91-072239

obtained by the Board at its option, the cost of which will be a Common Expense.

Section 5. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, or in the event any nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. Any such separate assessment, if it involves proposed expenditures resulting in a total assessment to a Unit which equals or exceeds the greater of five times the Unit's most recent monthly assessment or Three Hundred (\$300.00) Dollars, shall be subject to the affirmative vote of at least two-thirds (2/3) of the total ownership of the Common Elements at a meeting specially called for approving such separate assessment.

Section 6. Limit on Expenditures. Unless contained in the annual budget, and except for items constituting operating expenses, the Board shall not approve any non-recurring single expenditure in excess of Five Thousand (\$5,000.00) Dollars unless required for emergency repair, replacement, protection or operation of the Common Elements, or enter into any contract having a term in excess of two (2) years, without the prior approval of Unit Owners owning two-thirds (2/3) of the total ownership interest in the Common Elements.

Section 7. Lien. It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses, in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit "C" of the Declaration or as may be otherwise provided in the Declaration, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses or any user charges when due, the amount thereof, together with interest at the maximum rate permitted by the laws of the State of Illinois, shall constitute a lien on the interest of such Unit Owner as provided in Section 7.3(a) of the Declaration, and the Act. The Association shall have

R91-072239

the right to exercise any and all rights provided for herein and in the Declaration in the event of any failure by a Unit Owner to pay when due his proportionate share of the Common Expenses or user charges.

Section 8. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) days written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Unit Owners shall be permitted to inspect the financial books and records of the Association at any reasonable time or times and for any proper purpose, within seventy-two (72) hours after receipt by the Association of a written request for examination thereof. No Unit Owner shall be denied such a request to examine the records as provided above.

Section 9. Discharge of Liens. A Unit Owner is not authorized to act in any manner so as to cause any purported mechanic's lien to be asserted against a Common Element. The board may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, any constitute a lien against the Property or the Common Elements, rather than against a particular Unit only. When less than all the Unit Owners are responsible for the existence or assertion of any such lien, such responsible for the existence or assertion of any such lien, such Unit Owners shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien. Nothing herein shall be deemed an authorization to a Unit Owner to cause any such lien to attach to a Common Element.

Section 10. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such separate assessments as may be levied hereunder

R91-072239

against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held, in trust, for the benefit, use and account of all the Unit Owners in the percentages as set forth in Exhibit "C" of the Declaration.

ARTICLE V

USE AND OCCUPANCY RESTRICTIONS

Section 1. In addition to any other restrictions and covenants as to the use of the Property provided for in the Declaration, the Property shall be used as follows:

(a) Each Unit Owner shall maintain his Unit and any Limited Common Elements appurtenant thereto, in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost or cause the cancellation of insurance or other Units or on the Common Elements or which violates any law, statute or ordinance.

(b) No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall, in the judgment of the Board, cause unreasonable noise or disturbance to others.

(c) No Unit Owner or occupant shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Board.

(d) No animals shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats and other household pets may be kept in Units subject to the rules and regulations of the Board, provided that they are not kept,

R91-072239

bred or maintained for a commercial purpose. If any pet, because of noise, barking, damage to the Property or complaints of other Unit Owners, becomes an annoyance, the Board may request the Unit Owner to, and the Unit Owner shall at his own expense, remove such pet from the Property within three (3) days of notice. Pet owners shall be required to curb their pets and to promptly clean up any excrement.

(e) Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

(f) Nothing shall be done in any Unit or in, on or to the Common elements which will impair the structural integrity of any Building or which would structurally change any Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in any Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others. No Unit Owner shall overload the floors of any Unit. The use of water-beds and similar furnishings and equipment which may cause floor overloads shall be subject to Board approval.

(g) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except subject to rules and regulations of the Board.

(h) No industry, business occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted in any Unit.

(i) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property; provided, however, the right is reserved by the Trustee and Developer, or its agents, to place and maintain on the Property all model apartments, sales offices, advertising signs and lighting in connection therewith at such locations and in such forms as shall be determined by the Trustee or Developer, or its agents. The Trustee and

R91-072239

Developer, or its agents, and prospective purchasers and lessees of any Unit from the Trustee or Developer are hereby granted the right of ingress, egress and transient parking in and through the Common Elements for such Unit sale or leasing purposes. The Trustee and Developer reserve the right to make structural changes in Units for model apartment purposes and in the adjoining Common Elements, for the purpose of exercising the right of the Trustee or Developer to combine to use unsold Units and Common Elements for temporary storage, office, sales and related purposes or any other purposes permitted by the Declaration. The foregoing rights of the Trustee or Developer, or agents shall terminate upon the closing of the sale of the last Unit.

(j) Except for automobiles, no vehicles, including by way of example and not limitation, trucks, campers, recreational vehicles, vans or boats, shall be parked on Limited Common element driveways or the Common Elements. Parking spaces located on the Common Elements shall be used for temporary guest parking only and no Unit Owner or other resident of a Unit shall have the right to park in general Common Element parking spaces.

(k) No fences shall be constructed on the Common Elements.

(l) No alterations shall be made to the exterior of any Building without the prior written consent of the Board. Any repairs or restoration of the exterior of a Building and any alterations to the exterior of Units consented to by the Board shall be in strict architectural conformity as to design, color and materials with the original Building.

ARTICLE VI

CONTRACTUAL POWERS

No contract or other transaction between this Association and one or more of its directors or between this Association and any corporation, firm or association in which one or more of the directors of this Association are directors, or are financially interested, shall be void or voidable because such director or

R91-072239

directors are present at any meeting of the Board or a committee thereof which authorizes or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or Committee and is noted in the minutes, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; and

(b) the contract or transaction is just and reasonable to the Association at the time it is authorized or approved.

Common or interest directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such a contract or transaction.

ARTICLE VII

AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of Unit Owners owning at least seventy-five percent (75%) of the total ownership interest in the Common Elements as set forth in Exhibit "C" of the Declaration.

Such amendments shall become effective upon recording such amendments; provided, however, that no provision in these By-Laws may be amended so as to conflict with the Declaration or the Act.

ARTICLE VIII

INDEMNIFICATION

Section 1. General. The Association shall indemnify and hold harmless each of the directors, officers, the Board, members of any committee appointed pursuant to the By-Laws, Declarant and Developer, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors,

R 91-072239

Board, officers, committee members, Declarant or Developer, on behalf of the Unit Owners, or arising out of their status as directors, Board, officers, committee members, Declarant or Developer, unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of the Declaration and the By-Laws. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal administrative or other, in which any may be involved by virtue of such persons being or having been such director, officer, committee member, Declarant or Developer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, committee member, Declarant or Developer, or (b) any matter settled or compromised, unless it is determined by the Board, or by a written opinion of independent counsel selected by the Board, that there is not reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, committee member, Declarant or Developer.

Section 2. Success on Merits. To the extent that a member of the Board or an officer of the Association, a member of any committee appointed pursuant to the By-Laws, Declarant or Developer has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 15.1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 3. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the member of the Board, the officer, the member of such committee, the Declarant or the Developer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XV.

R91-072239

Section 4. Insurance. In accordance with the provisions of Section 5.2(b) of the Declaration, the Association may purchase and maintain insurance on behalf of any and all of its directors or officers or former directors or officers or any person who has served at its request or by its election as a director or officer of another corporation against any liability, or settlement based on asserted liability, incurred by them by reason of being or having been directors or a director or officer of the corporation, or of such other corporation, whether or not the corporation would have the power to indemnify them against such liability or settlement under the provisions of this Article XV.

Section 5. Other Remedies. The indemnification provided by this Article XV shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Voting Members of the Association or disinterested members of the Board or otherwise, both as to action in his official capacity and as to action in another capacity, while holding such office. Such right to indemnification shall continue as to a person who has ceased to be a member of the Board or an officer or a member of such committee, and shall inure to the benefit of the heirs, executors and administrators of such a person.

R91-072239

THIS INSTRUMENT IS SUBJECT TO THE RECORDING ACTS OF THE STATE OF ILLINOIS AND TO THE WARRANTIES THEREOF.

FIRST AMENDMENT

TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS AND COVENANTS FOR THE CROWN CLUB COURTS
CONDOMINIUM ASSOCIATION, A NOT-FOR-PROFIT CORPORATION,
IN THE VILLAGE OF HINSDALE, DUPAGE COUNTY, ILLINOIS

This amendment is made and entered into by Bank of Lyons, not individually but solely as Trustee under Trust Agreement dated March 9, 1989, and known as Trust No. 3575 (the "Trustee" and the "Declarant").

RECITALS

TICOR

9715763

WHEREAS, Declarant has recorded in the office of the Recorder of Deeds of DuPage County, Illinois on June 13, 1991 as document No. R91-72239 a Declaration of Condominium Ownership (the "Declaration") by which certain real estate (the "Parcel") was submitted to the Condominium Property Act of the State of Illinois, (the "Act") said condominium being known as Crown Club Courts Condominiums (the "Condominium"); and,

852-107216

52 JUN -5 PM 4:03

WHEREAS, the Declaration provides that the Declarant reserves the power to annex or add to the Parcel additional property from time to time, in accordance with the provisions of the Act and of the Declaration; and,

WHEREAS, Declarant is the present owner of more than 75% of the units of the Condominium.

NOW THEREFORE THE DECLARANT HEREBY AMENDS THE DECLARATION AS FOLLOWS:

A delineation of the property described in this instrument appears in PLAT BOOK NO. 157 PAGE 68

32/6

PORTIONS OF THIS DOCUMENT NOT LEGIBLE AT TIME OF FILMING

R92-107218

1. Add an Amended Exhibit "A" in addition to the Exhibit "A" attached to the Declaration, the Amended Exhibit "A" being attached hereto and made a part hereof.
2. Substitute an Amended Exhibit "B" for the Exhibit "B" attached to the Declaration, the Amended Exhibit "B" being attached hereto and made a part hereof.
3. Substitute an Amended Exhibit "C" for the Exhibit "C" attached to the Declaration, the Amended Exhibit "C" being attached hereto and made a part hereof.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this
4th day of June, 1992.

BANK OF LYONS
as Trustee as aforesaid

ATTEST:

By: [Signature]
Secretary, Glenn D. Turner

By: [Signature]
Trust Officer, James T. Sheehan

R92-107218

AMENDED EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF LOT 2 IN BRENNER SUBDIVISION, BEING A RESUBDIVISION OF PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 1990 AS DOCUMENT NO. R90-18957, LYING WEST OF, AND ADJOINING, THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT BEING ON THE EAST LINE OF MADISON STREET; THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 246.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 10 MINUTES 30 SECONDS WEST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 165.00 FEET TO THE POINT OF TERMINUS ON THE SOUTH LINE OF SAID LOT 2, SAID POINT BEING 245.92 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 2 AS MEASURED ALONG SAID SOUTH LINE, ALL IN DuPAGE COUNTY, ILLINOIS.

SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 0.932 ACRES, MORE OR LESS.

Commonly Known As: Madison Street
Downers Grove, Illinois

PIN: 09-13-103-128-0000

R92-107218

AMENDED EXHIBIT "B"

SURVEYS

R92-107218

43

EXHIBIT "C"
CROWN CLUB COURTS
CONDOMINIUM ASSOCIATION

<u>UNIT NO.</u>	<u>ADDRESS</u>	<u>COMMON OWNERSHIP PERCENTAGE</u>
3-1	440 DEYAN DR.	
3-2	438 DEYAN DR.	4.6%
3-3	436 DEYAN DR.	5.6%
3-4	434 DEYAN DR.	6.0%
3-5	432 DEYAN DR.	5.4%
3-6	430 DEYAN DR.	4.6%
3-7	428 DEYAN DR.	5.4%
3-8	426 DEYAN DR.	4.6%
3-9	424 DEYAN DR.	5.9%
3-10	422 DEYAN DR.	4.7%
4-1	420 DEYAN DR.	4.6%
4-2	418 DEYAN DR.	4.6%
4-3	416 DEYAN DR.	4.7%
4-	414 DEYAN DR.	6.0%
4-5	412 DEYAN DR.	4.6%
4-6	410 DEYAN DR.	4.7%
4-7	408 DEYAN DR.	4.6%
4-8	406 DEYAN DR.	4.5%
4-9	404 DEYAN DR.	5.9%
4-10	402 DEYAN DR.	4.5%

DUPAGE COUNTY

Alman

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE CROWN CLUB COURTS CONDOMINIUM ASSOCIATION
VILLAGE OF HINSDALE, DUPAGE COUNTY, ILLINOIS

This Second Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Crown Club Courts Condominium Association ("Second Amendment") is made and entered into by American National Bank and Trust Company of Chicago, not individually but solely as Trustee under Trust Agreement dated December 15, 1993 and known as Trust Number 117766-06 ("Trustee" and "Declarant") (as successor to Bank of Lyons as Trustee under Trust Agreement dated March 9, 1989, and known as Trust Number 3757 ("Original Trustee" and the "Original Declarant"), Warren Michaels, Ed Westerdahl, John and Emily Neville, Regency Savings Bank, as Assignee of the Resolution Trust Corporation, Receiver for Republic Savings Bank, Lawrence and Christine Karas, Ronald and Margaret Rubin, Trudi Temple, William S. and Amy Wittkamper, Ronald and Margaret Kemper and Edward and Judith Greetis.

RECITALS:

WHEREAS, the Original Declarant recorded in the Office of the Recorder of Deeds of DuPage County, Illinois on June 13, 1991, as Document No. R91-72239 that certain Declaration of Condominium Ownership (together with any amendments made from time to time thereto, the "Declaration") by which certain real estate [together with any additional real estate from time to time made subject to the "Act" (as such term is defined below) under the terms of the Declaration, the "Parcel"] was submitted to the Condominium Property Act of the State of Illinois (the "Act") said condominium being known therein as Crown Club Courts Condominiums (the "Condominium") (capitalized terms used herein which are not otherwise defined herein shall have the same meaning as set forth in the Declaration); and

WHEREAS, pursuant to the terms of that certain Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Crown Club Courts Condominium Association, a Not-For Profit Corporation in the Village of Hinsdale, DuPage County, Illinois, dated as of June 4, 1992, and recorded in the Office of the Recorder of Deeds of DuPage County, Illinois on June 5, 1992, as Document No. R92-107218, the Original Declarant amended the Declaration by subjecting certain additional real estate to the terms of the Act; and

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

David R. Charles
Sidley & Austin

One First National Plaza, Chicago, IL 60603

1082
91-6082 B
Dumby Bunker

CHARGE C.T.I.C. DuPAGE

WHEREAS, the parties hereto are the present owners of 100% of the units of the Condominium.

NOW, THEREFORE, the parties hereto hereby amend the Declaration as follows:

1. The name of the Condominium as appearing the title of the Declaration is amended by substituting "ASHBURY WOODS CONDOMINIUM ASSOCIATION" in place of "THE CROWN CLUB COURTS CONDOMINIUM ASSOCIATION, A Not-For-Profit Corporation".

2. Section 1.2 of the Declaration is amended by substituting "ASHBURY WOODS CONDOMINIUM ASSOCIATION" in place of "THE CROWN CLUB COURTS CONDOMINIUM ASSOCIATION".

3. Section 1.07 is amended by adding the following sentence to the end of Section 1.7:

"Common Expenses shall also include the cost and expense of treating the roof shingles of any Unit for which such treatment is required by the Village of Hinsdale, until such time as such roof shingles are replaced due to ordinary wear and tear."

4. Section 1.10 is amended by substituting "Ashbury Partners I L.P., an Illinois limited partnership" in place of "Brenner Development, an Illinois [sic]".

5. Section 1.20 is amended by substituting "American National Bank and Trust Company of Chicago, not individually but solely as Trustee under Trust Agreement dated December 15, 1993, and known as Trust Number 117766-06" in place of "Bank of Lyons as Trustee under Trust Agreement dated March 9, 1989, and known as Trust Number 3757".

6. Exhibit "C" to the Declaration shall be replaced with Exhibit "C" attached hereto.

7. This Second Amendment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and each applicable mortgagee and recorded in the Office of the Recorder of Deeds of DuPage County, Illinois.

In witness whereof, the parties hereto have caused this instrument to be executed as of this ___ day of _____, 1994.

FOR UNITS: 438, 432, 428, 426, 422, 416, 414, 412, 410

American National Bank and Trust Company of Chicago, not individually but solely as Trustee under Trust Agreement dated December 15, 1993, and known as Trust Number 117766-06

ATTEST:

By: _____
Name: _____

By: _____
Its: _____

The undersigned, as the holder of a first mortgage recorded on _____ in the Office of the Recorder of Deeds of DuPage County, Illinois as Document No. _____ with respect to the interest of the Declarant in the condominium hereby acknowledges and agrees to this Second Amendment as of this 15th day of _____, 1994.

REPUBLIC BANK OF CHICAGO, formerly known as First Cook Community Bank, F.S.B.

ATTEST:

By: Paul J. [Signature]
Name: Paul J. [Signature]

By: [Signature]
Its: HAZEL L. BOWMAN
ASSISTANT VICE PRESIDENT

RB4 223657

In witness whereof, the parties hereto have caused this instrument to be executed as of this ___ day of NOV 5 1994, 1994.

FOR UNITS: 438, 432, 428, 426, 422, 416, 414, 412, 410

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this agreement.

American National Bank and Trust Company of Chicago, not individually but solely as Trustee under Trust Agreement dated December 15, 1993, and known as Trust Number 117766-

ATTEST:

Laura R Hurth
OFFICIAL SEAL
LAURA R HURTH
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 27, 1998

By: *[Signature]*
Name: Anita M. Lutkus
ASSISTANT SECRETARY

By: *[Signature]*
Its: Gregory S. Kasprzyk
SECOND VICE PRESIDENT

The undersigned, as the holder of a first mortgage recorded on _____ in the Office of the Recorder of Deeds of DuPage County, Illinois as Document No. _____ with respect to the interest of the Declarant in the condominium hereby acknowledges and agrees to this Second Amendment as of this ___ day of _____, 1994.

First Cook Community Bank,
F.S.B.

ATTEST:

By: _____
Name: _____

By: _____
Its: _____

R94-223657

<u>UNIT NO.</u>	<u>SURVEY UNIT NO.</u>	<u>ADDRESS</u>	<u>COMMON OWNERSHIP PERCENTAGE</u>
412	4-5	412 ASHBURY DR.	4.9%
410	4-6	410 ASHBURY DR.	4.9%
408	4-7	408 ASHBURY DR.	4.9%
406	4-8	406 ASHBURY DR.	5.4%
404	4-9	404 ASHBURY DR.	4.9%
402	4-10	402 ASHBURY DR.	4.9%

Legal description:

Units 3-1, 3-2, 3-3, 3-4, 3-5, 3-6, 3-7, 3-8, 3-9, 3-10,
 4-1, 4-2, 4-3, 4-4, 4-5, 4-6, 4-7, 4-8, 4-9, & 4-10 in
 Crown Club Courts Condo 13-38-11

R94-223657

EXHIBIT "C"

ASHBURY WOODS

CONDOMINIUM ASSOCIATION

<u>UNIT NO.</u>	<u>SURVEY UNIT NO.</u>	<u>ADDRESS</u>	<u>COMMON OWNERSHIP PERCENTAGE</u>
440	3-1	440 ASHBURY DR.	4.9%
438	3-2	438 ASHBURY DR.	4.9%
436	3-3	436 ASHBURY DR.	5.4%
434	3-4	434 ASHBURY DR.	4.9%
432	3-5	432 ASHBURY DR.	4.9%
430	3-6	430 ASHBURY DR.	4.9%
428	3-7	428 ASHBURY DR.	4.9%
426	3-8	426 ASHBURY DR.	5.4%
424	3-9	424 ASHBURY DR.	4.9%
422	3-10	422 ASHBURY DR.	4.9%
420	4-1	420 ASHBURY DR.	4.9%
418	4-2	418 ASHBURY DR.	4.9%
416	4-3	416 ASHBURY DR.	5.4%
414	4-4	414 ASHBURY DR.	4.9%

R94-223657

RECORDING INFORMATION

<u>ADDRESS</u>	<u>PERMANENT INDEX NUMBER</u>
440 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-001
438 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-002
436 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-003
434 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-004
432 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-005
430 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-006
428 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-007
426 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-008
424 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-009
422 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-010
420 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-011
418 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-012
416 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-013
414 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-014
412 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-015
410 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-016
408 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-017
406 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-018
404 ASHBURY DRIVE Hinsdale, Ill 60521	09-13-108-019
402 ASHBURY DRIVE, Hinsdale, Ill 60521	09-13-108-020

R94-223657

DUPAGE COUNTY

Alamy

du

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE ASHBURY WOODS CONDOMINIUM ASSOCIATION
VILLAGE OF HINSDALE, DUPAGE COUNTY, ILLINOIS

This Third Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Crown Club Courts Condominium Association ("Third Amendment") is made and entered into by American National Bank and Trust Company of Chicago, not individually but solely as Trustee under Trust Agreement dated December 15, 1993 and known as Trust Number 117766-06 ("Trustee" and "Declarant") (as successor to Bank of Lyons as Trustee under Trust Agreement dated March 9, 1989, and known as Trust Number 3757 ("Original Trustee" and the "Original Declarant"), Warren Michaels, Ed Westerdahl, John and Emily Neville, Regency Savings Bank, as Assignee of the Resolution Trust Corporation, Receiver for Republic Savings Bank, Lawrence and Christine Karas, Ronald and Margaret Rubin, Trudi Temple, William S. and Amy Wittkamper, Ronald and Margaret Kemper, and Edward and Judith Greetis.

RECITALS:

WHEREAS, the Original Declarant recorded in the Office of the Recorder of Deeds of DuPage County, Illinois on June 13, 1991, as Document No. R91-72239 that certain Declaration of Condominium Ownership (together with any amendments made from time to time thereto, the "Declaration") by which certain real estate [together with any additional real estate from time to time made subject to the "Act" (as such term is defined below) under the terms of the Declaration, the "Parcel"] was submitted to the Condominium Property Act of the State of Illinois (the "Act") said condominium being known therein as Crown Club Courts Condominiums (the "Condominium") (capitalized terms used herein which are not otherwise defined herein shall have the same meaning as set forth in the Declaration); and

WHEREAS, pursuant to the terms of that certain Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Crown Club Courts Condominiums Association, a Not-For-Profit Corporation in the Village of Hinsdale, DuPage County, Illinois, dated as of June 4, 1992, and recorded in the Office of the Recorder of Deeds of DuPage County, Illinois on June 5, 1992, as Document No. R92-107218, the Original Declarant amended the Declaration by subjecting certain additional real estate to the terms of the Act; and

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
David R. Charles
Sidley & Austin

One First National Plaza, Chicago, IL 60603

3900

91-6082 B

Dum M. Biskup

CHARGE C.T.I.C. DUPAGE

A delineation of the property described in this instrument appears in

In witness whereof, the parties hereto have caused
 this instrument to be executed as of this ___ day of
NOV 15 1994, 1994.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the words, acts, indemnities, representations, covenants, undertakings and other provisions herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility shall be incurred by or shall at any time be asserted or enforced against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this agreement.

FOR UNITS: 438, 432, 428,
 426, 422, 416, 414, 412, 410

American National Bank and
 Trust Company of Chicago, not
 individually but solely as
 Trustee under Trust Agreement
 dated December 15, 1993, and
 known as Trust Number 117766-
 06

ATTEST:

Laura R. Hurth
 OFFICIAL SEAL
 LAURA R HURTH
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXP. JAN. 21, 1998

By: _____
 Name: ASSISTANT SECRETARY

By: _____
 Its: _____ PRESIDENT

The undersigned, as the holder of a first mortgage
 recorded on _____ in the Office of the Recorder
 of Deeds of DuPage County, Illinois as Document No.
 _____ with respect to the interest of the Declarant
 in the condominium hereby acknowledges and agrees to this Second
 Amendment as of this ___ day of _____, 1994.

First Cook Community Bank,
 F.S.B.

ATTEST:

By: _____
 Name: _____

By: _____
 Its: _____

R94-223658

In witness whereof, the parties hereto have caused this instrument to be executed as of this ___ day of _____, 1994.

FOR UNITS: 438, 432, 428, 426, 422, 416, 414, 412, 410

American National Bank and Trust Company of Chicago, not individually but solely as Trustee under Trust Agreement dated December 15, 1993, and known as Trust Number 117766-06

ATTEST:

By: _____
Name: _____

By: _____
Its: _____

The undersigned, as the holder of a first mortgage recorded on _____ in the Office of the Recorder of Deeds of DuPage County, Illinois as Document No. _____ with respect to the interest of the Declarant in the condominium hereby acknowledges and agrees to this Third Amendment as of this 15th day of November, 1994.

REPUBLIC BANK OF CHICAGO, formerly known as First Cook Community Bank, F.S.B.

ATTEST:

By: Paul J. Jaraez
Name: PAUL J. JARAEZ

By: Hazel L. Bowman
Its: HAZEL L. BOWMAN
ASSISTANT VICE PRESIDENT

R94-223658

EXHIBIT "A"

ATTACH NEW LEGAL DESCRIPTION

LEGAL DESCRIPTION

LOT 1- IN BRENNER SUBDIVISION, BEING A RESUBDIVISION OF LOT 6 (EXCEPT THE NORTH 75.00 FEET OF THE WEST 165.00 FEET THEREOF) IN BLOCK 6 IN BRANIGAR BROTHER'S HINSDALE FARMS, BEING A SUBDIVISION OF THE SOUTHWEST $\frac{1}{4}$ AND OF THE NORTHWEST $\frac{1}{4}$ (EXCEPT THE EAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ (EXCEPT THE EAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID NORTHWEST $\frac{1}{4}$) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Pin: 09-13-103-127

R94-223658

EXHIBIT "C"
ASHBURY WOODS
CONDOMINIUM ASSOCIATION

<u>UNIT NO.</u>	<u>SURVEY UNIT NO.</u>	<u>ADDRESS</u>	<u>COMMON OWNERSHIP PERCENTAGE</u>
441	<u>2-10</u>	441 ASHBURY DR.	2.45%
440	3-1	440 ASHBURY DR.	2.45%
439	<u>2-9</u>	439 ASHBURY DR.	2.45%
438	3-2	438 ASHBURY DR.	2.45%
437	<u>2-8</u>	437 ASHBURY DR.	2.7%
436	3-3	436 ASHBURY DR.	2.7%
435	<u>2-7</u>	435 ASHBURY DR.	2.45%
434	3-4	434 ASHBURY DR.	2.45%
433	<u>2-6</u>	433 ASHBURY DR.	2.45%
432	3-5	432 ASHBURY DR.	2.45%
431	<u>2-5</u>	431 ASHBURY DR.	2.45%
430	3-6	430 ASHBURY DR.	2.45%
429	<u>2-4</u>	429 ASHBURY DR.	2.45%
428	3-7	428 ASHBURY DR.	2.45%

R94-223658

<u>UNIT NO.</u>	<u>SURVEY UNIT NO.</u>	<u>ADDRESS</u>	<u>COMMON OWNERSHIP PERCENTAGE</u>
413	<u>1-6</u>	413 ASHBURY DR.	2.45%
412	4-5	412 ASHBURY DR.	2.45%
411	<u>1-5</u>	411 ASHBURY DR.	2.45%
410	4-6	410 ASHBURY DR.	2.45%
409	<u>1-4</u>	409 ASHBURY DR.	2.45%
408	4-7	408 ASHBURY DR.	2.45%
407	<u>1-3</u>	407 ASHBURY DR.	2.7%
406	4-8	406 ASHBURY DR.	2.7%
405	<u>1-2</u>	405 ASHBURY DR.	2.45%
404	4-9	404 ASHBURY DR.	2.45%
403	<u>1-1</u>	403 ASHBURY DR.	2.45%
402	4-10	402 ASHBURY DR.	2.45%

R94..223658

RECORDING INFORMATION

ADDRESS *Hinsdale, IL 60521* PERMANENT INDEX NUMBER

441 ASHBURY DRIVE	09-13-108-001
440 ASHBURY DRIVE	_____
439 ASHBURY DRIVE	09-13-108-002
438 ASHBURY DRIVE	_____
437 ASHBURY DRIVE	09-13-108-003
436 ASHBURY DRIVE	_____
435 ASHBURY DRIVE	09-13-108-004
434 ASHBURY DRIVE	_____
433 ASHBURY DRIVE	09-13-108-005
432 ASHBURY DRIVE	_____
431 ASHBURY DRIVE	09-13-108-006
430 ASHBURY DRIVE	_____
429 ASHBURY DRIVE	09-13-108-007
428 ASHBURY DRIVE	_____
427 ASHBURY DRIVE	09-13-108-008
426 ASHBURY DRIVE	_____
425 ASHBURY DRIVE	09-13-108-009
424 ASHBURY DRIVE	_____
423 ASHBURY DRIVE	09-13-108-010
422 ASHBURY DRIVE	_____
421 ASHBURY DRIVE	09-13-108-011
420 ASHBURY DRIVE	_____
419 ASHBURY DRIVE	09-13-108-012
418 ASHBURY DRIVE	_____
417 ASHBURY DRIVE	09-13-108-013
416 ASHBURY DRIVE	_____

ADDRESS
415 ASHBURY DRIVE
414 ASHBURY DRIVE
413 ASHBURY DRIVE
412 ASHBURY DRIVE
411 ASHBURY DRIVE
410 ASHBURY DRIVE
409 ASHBURY DRIVE
408 ASHBURY DRIVE
407 ASHBURY DRIVE
406 ASHBURY DRIVE
405 ASHBURY DRIVE
404 ASHBURY DRIVE
403 ASHBURY DRIVE
402 ASHBURY DRIVE

PERMANENT INDEX NUMBER

09-13-108-014
09-13-108-015
09-13-108-016
09-13-108-017
09-13-108-018
09-13-108-019
09-13-108-020

**FOURTH AMENDMENT TO THE DECLARATION
OF CONDOMINIUM OWNERSHIP FOR THE
ASHBURY WOODS CONDOMINIUM
ASSOCIATION**

56
45
d

This Amendment is made this 13th day of JANUARY, 1998 for the purpose of amending the Declaration of Condominium Ownership (hereinafter the "Declaration") for Ashbury Woods Condominium Association which Declaration was recorded in the Office of the Recorder of Deeds of DuPage County, Illinois on June 13, 1991 as Document No. R91-72239 and covers the property (hereinafter the "Property") legally described in Exhibit A which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to the provisions of Article 10 of the aforesaid Declaration. Said section provides that this Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of DuPage County, Illinois of an instrument in writing setting forth the change, signed and acknowledged by the members of the Board of Managers (hereinafter the "Board") and by Unit Owners having at least seventy-five percent (75%) of the total votes and provided further that it contains an affidavit by the Secretary of the Board certifying that a copy of the change has been sent by certified mail to all mortgagees having a bonafide lien of record against any unit.

RECITALS

WHEREAS, the Original Declarant recorded in the Office of the Recorder of Deeds of DuPage County, Illinois on June 13, 1991, as Document No. R91-72239 that certain Declaration of Condominium Ownership (together with any amendments made from time to time thereto, the "Declaration") by which certain real estate [together with any additional real estate from time to time made subject to the "Act" (as such term is defined below) under the terms of the Declaration, the "Parcel"] was submitted to the Conodminium Property Act of the State of Illinois (the "Act") said condominium being known therein as Crown Club Courts Condominiums (the "Condominium") (capitalized terms used herein which are not otherwise defined herein shall have the same meaning as set forth in the Declaration); and

WHEREAS, pursuant to the terms of that certain Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Crown Club Courts Condominiums Association, a Not-For-Profit Corporation in the Village of Hinsdale, DuPage County, Illinois, dated

R98-045269
DU PAGE COUNTY

98 MAR 12 PM 3:15

[Handwritten signature]

as of June 4, 1992, and recorded in the Office of the Recorder of Deeds of DuPage County, Illinois on June 5, 1992, as Document No. R92-107218, the Original Declarant amended the Declaration by subjecting certain additional real estate to the terms of the Act; and

WHEREAS, pursuant to the terms of that certain Second Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Crown Club Courts Condominium Association, dated as of November 15, 1994 and Recorded in the Office of the Recorder of Deeds of DuPage County, Illinois on November 15, 1994 as Document No. R94-223657, the Declarant further amended the Declaration to, among other things, change the name of the Condominium and the Association as well as to change the definition of Common Area Expenses and the Common Ownership Percentages; and

WHEREAS, pursuant to the terms of that certain Third Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Ashbury Woods Association, dated as of November 15, 1994 and Recorded in the Office of the Recorder of Deeds of DuPage County, Illinois on November 15, 1994 as Document No. R94-223658, the Declarant further amended the Declaration to, among other things, to assign common ownership percentages and parcel index numbers; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property, and

WHEREAS, the following amendment has been accepted and been approved by the Board and by the Owners having at least seventy-five percent (75%) of the total votes, in compliance with Article 10 of the Declaration and due notice having been provided to all mortgagees holding bona fide liens of record against any unit ownership.

NOW, THEREFORE, the Declaration of Condominium Ownership for Crown Club Courts is hereby amended in accordance with the text which follows (additions in text are indicated by underline; deletions by ~~strike-outs~~)

1. Article III of the Declaration is amended by adding the following paragraphs:

3.10: Owner Occupancy: In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage unit owners to reside on the property. Notwithstanding any provisions of this Declaration to the contrary, rental, leasing, subleasing or other tenancy arrangement of Units by a Unit Owner, any descendant of a Unit Owner or contract purchaser is prohibited, except as hereinafter provided. Unit Owners may lease their unit once for a one (1) year period during their term of ownership. Owners may not exercise such right until they have owned the unit for one year. After the Owners have leased their unit for this one (1) year period, to meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease his Unit to a specified lessees for a period of six (6) months on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Owner to the Board setting forth all reasons why they are entitled to same. The Board shall respond to each application in writing within

thirty (30) days of the submission thereof. Any decision made by the Board pursuant to this Section shall be made at an open meeting. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be subject to the provisions of the Declaration, By-Laws and Rules and Regulations governing the Association. Failure to abide by these covenants and Rules and Regulations may result in revocation of the hardship status.

2. The preceding paragraph of this Section shall not apply to the rental or leasing of Units by any Owners or contract purchasers of a Unit prior to the effective date of this Amendment, and they shall be entitled to rent or lease their Units until such time as their interest in their Units are sold or otherwise transferred.

3. This Amendment shall be effective upon the recordation in the Office of the Recorder of Deeds of DuPage County, Illinois.

4. Except to the extent expressly set forth hereinabove all of the terms and provisions of the Declaration, the First, Second and Third Amendments as recorded with the Recorder of Deeds of DuPage County, Illinois, shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the day and date first written above.

Association

By:

Valerie A. Varney
Its President

(This Instrument Prepared By:
Valerie A. Varney
401 South LaSalle Street
Suite 606
Chicago, Illinois 60605)

By:

Ed Petras
Its Secretary