



Original  
R97-079361  
RECORDER  
DU PAGE COUNTY  
97 JUN -4 PM 3:00  
*R. Carney*

I certify that this is a copy of an instrument recorded in my office.

*R. Carney*  
J.P. "Rick" Carney  
DuPage Co. Recorder  
Date: *7-11-2000*  
Deputy: *RHC*

AUG 10 2000

9700 650 CTIC MASSARO  
10/15/96  
70

**DECLARATION OF CONDOMINIUM OWNERSHIP**

and of

**EASEMENTS, COVENANTS AND RESTRICTIONS**

FOR

**CHESTNUT HILLS CONDOMINIUM ASSOCIATION**

This corrective condominium declaration is intended to be complete substitution and replacement of that condominium declaration recorded 10/15/96 as document R96-169088, which was recorded in error. Upon the recording of this corrective declaration, said prior declaration is to be considered void and having no force and effect whatsoever.

P.I.N.:  
09-25-109-005 ~~0000~~  
*underlying*

Property Address: *vacant*  
*72nd St + Garfield Ave*  
Burr Ridge, IL 60521

Prepared by:

Donald J. Manikas  
Lord, Bissell & Brook  
115 South LaSalle  
Chicago, Illinois 60603

After Recording Mail to:

Maria L. Pasquinelli  
Pasquinelli, Inc.  
905 W. 175th St, Suite 200  
Homewood, IL 60430

Chaina.DOC May 23, 1997

A delineation of the property described in this instrument appears on

PLAT BOOK NO. 182 PAGE 72

R97- 79361

DECLARATION OF CONDOMINIUM OWNERSHIP  
and of  
EASEMENTS, COVENANTS AND RESTRICTIONS

FOR

CHESTNUT HILLS CONDOMINIUM

THIS DECLARATION, made and entered into by Beverly Trust Company a national banking association, not individually but as Trustee under Trust Agreement dated April 1, 1996, and known as Trust No. 74-2458, hereinafter referred to as the "Trustee".

WITNESSETH:

WHEREAS, the Trustee is the legal title holder to that certain real estate located in the County of DuPage and State of Illinois and described more fully on Exhibit D attached hereto and hereby made a part hereof (herein referred to as the "Parcel"); and

WHEREAS, the Trustee intends to and does hereby submit the above-described Parcel or real estate together with all Buildings, structures, improvements and other permanent fixtures of whatsoever kind now or hereafter constructed thereon, and all rights and privileges belonging to or anywise pertaining thereto (hereinafter called the "Property") to the provisions of the Condominium Property Act of the State of Illinois; and

WHEREAS, the Trustee further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property shall hold said property subject to certain rights, easements and privileges in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspects of residence of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW THEREFORE, the Trustee as the legal title holder of the real estate hereinbefore described, and for the purposes above set forth, declares as follows:

1. Definitions. As used herein, unless the context otherwise requires:

(a) "Act" means the "Condominium Property Act" of the State of Illinois, as amended from time to time.

(b) "Association" or "Unit Owners' Association", means Chestnut Hills Condominium Association, an association of all the Unit Owners, acting pursuant to the By-Laws through its duly elected board of managers. As hereinafter provided, the Association may be established as an Illinois not-for-profit corporation.

(c) "Board" means the Board of Directors of Chestnut Hills Condominium Association.

(d) "Building" or "Buildings" means all structures, attached or unattached, located on the Parcel and forming part of the Property, containing eight (8) or less Units, and also having separate garage facilities for each of said Units. Any Building may be attached to another Building or to a structure containing two or more Buildings.

(e) "By-Laws" means the By-Laws of Chestnut Hills Condominium Association, attached hereto as Exhibit C and made a part hereof.

(f) "Common Elements" means all portions of the Property except the Units, including the Limited Common Elements, unless otherwise expressly specified herein. The common elements include without limitation, any of the following items located at the Property: the land, foundations, walls, entrances and exits, hallways (except hallways situated entirely within a Unit and serving only such Unit), common meter room, mailboxes, roof, master television antenna system, if any, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building, outside walks and driveways, private streets, recreational facilities located on the Property, if any, all parking areas and landscaped cul-de-sac islands, and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements.

(g) "Common Expenses" means the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board including, without limitation, expenses relating to the repair, maintenance, administration and operation of the Common Elements.

(h) "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including this Declaration, the By-Laws and the Plat.

(i) "Conversion Condominium" means a property which contains structures, excepting those newly constructed and intended for condominium ownership, which are, or have previously been, wholly or partially occupied before the recording of condominium

instruments by persons other than those who have contracted for the purchase of condominiums.

(j) "Declaration" means this instrument, by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such amendments, if any, to this Declaration as may from time to time be adopted pursuant to the terms hereof.

(k) "Developer" means Pasquinelli, Inc., an Illinois Corporation, and its successors or assigns.

(l) "Limited Common Elements" means those portions of the Common Elements, if any, so designated either on the Plat or elsewhere in this Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which by the terms of this Declaration or by its nature or location is clearly intended to serve exclusively a certain unit or units (but less than all of the units) or the owner or owners thereof shall be deemed a Limited Common Element.

(m) "Majority" or "majority of the Unit Owners" means the owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specific percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements.

"Majority" or "Majority of the Members of the Board of Directors" means more than fifty percent (50%) of the total number of persons constituting such Board pursuant to the By-Laws. Any specified percentage of the members of the Board of Directors means that the percentage of the total number of persons constituting such Board pursuant to the By-Laws.

(n) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

(o) "Parcel" means the parcel or tract or real estate, described above on this Declaration, submitted to the provisions of the Act.

(p) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(q) "Plat" means the plats of survey of the Parcel and all Units in the Property submitted to the provisions of the Act, said Plat being attached hereto as Exhibit A and made a part hereof and recorded simultaneously with the recording of this Declaration.

(r) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected,

constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provision of the Act.

(s) "Purchaser" means any person or persons, other than the Developer, who purchases a Unit in a bona fide transaction for value.

(t) "Record or Recording" refers to the record or recording in the office of the Recorder of Deeds in DuPage County, Illinois.

(u) "Reserves" means those sums, if any, paid by Unit Owners which are separately maintained by the Board for purposes specified either by the Board or the Condominium Instruments.

(v) "Unit" means a part of the Property, within a Building, occupying one or more floors or a part or parts thereof designed and intended for any type of independent use, and so specified as a Unit and listed on Exhibit B, attached hereto. Each unit is delineated on the Plat, attached hereto as Exhibit A and shall have access to a public way. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on said 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 such Unit and forming part of any system serving one or more other Units or the Common Elements, shall be deemed to be a part of such Units.

(w) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto. Unless specifically provided otherwise herein, the Trustee shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

(x) "Voting Member" means the person entitled to exercise all voting power in respect or each Unit ownership.

(y) "Add-On Condominium" means a property to which additional property may be added in accordance with the Condominium Instruments and the Act.

2. Submission of Property to the Act. The Trustee, as the legal title holder in fee simple of the Parcel, expressly intends to, and by recording this Declaration does hereby, submit the Parcel and the Property to the provisions of the Condominium Property Act of the State of Illinois.

3. Plat. The Plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) the Buildings and each floor thereof; and (3) each Unit in each of the Buildings and its horizontal and vertical dimensions.

The Trustee and the Developer reserve the right to record an amended Plat or amended surveyor's certification, approved by the Village of Burr Ridge, covering particular Units in accordance with the Act, which amended Plat or certification shall set forth or cover the final, as built, measurements and boundaries of said particular Unit, and which recorded amended Plat or certification shall not require the consent of any other Unit Owner.

4. Units. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, mortgage or other instrument shall legally describe a Unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Nothing in this Declaration shall be construed to prohibit the subdivision or combination of any Units or the relocation of common elements affected or required thereby provided the owner or owners of the Units so affected comply with the procedures set forth in the Act and the policies, codes and ordinances of the Village of Burr Ridge.

5. Formation of Unit Owners and Administration and Operation of the Property.

(a) Formation and Operation of Association. There has been or will be formed an Association having the name "Chestnut Hills Condominium Association" or a similar name, which may be an Illinois not-for-profit corporation, which 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 the By-Laws. The By-Laws for the Association shall be the By-Laws attached to the Declaration as Exhibit C and made a part hereof. The Board of Directors of the Association shall constitute the Board of Managers provided for in the Act and shall be elected and shall serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind.

All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of the Declaration and By-Laws. Each Unit Owner shall be a member of the Association

so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the New Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be One Hundred (100) and 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 B hereto.

(b) Non-Liability of the Directors, Board, Officers, Developer, and Trustee and beneficiaries of the Trustee.

Neither the directors, Board, officers of the Association, Developer, Trustee nor the beneficiary of the Trustee 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, Developer, Trustee nor the beneficiary of the Trustee, 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, Developer, Trustee or the beneficiary of the Trustee, and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of Article VIII of the By-Laws.

(c) Apartments for Building Personnel. The Board shall have authority to lease, purchase and mortgage a Unit, Units or other residential quarters for a Building manager and engineer. All rental or debt service paid by the Association pursuant to a lease agreement or mortgage shall be a general common expense, as defined in Paragraph 10 below. Such authority is not granted until such time as the Association has been turned over by the Developer, as described in Exhibit C, Article 1, Section 3.

(d) Managing Agent. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (d) below. The cost of such services shall be a common expense, as defined in Paragraph 10 below.

(e) Initial Management Contract. The First Board, appointed as provided herein, shall ratify and approve the Management Agreement between either the Developer, Trustee or the beneficiary thereof, on behalf of the Association, and Encore Real Estate Company, to act as Managing Agent for the Property for a term commencing on the date this Declaration is recorded and terminating two (2) years thereafter, at a rate of Twelve and 50/100 Dollars (\$12.50) per Unit per month, (or a total amount of four hundred (\$400) per month, which ever is greater) for each completed Unit which has been subjected to the Declaration, whether originally or by Amendment as set forth in Paragraph 18 hereof,

which has been conveyed to a Purchaser, is inhabited by an occupant, or is unsold, which ratification and approval shall not be subject to the provisions of Article IV, Section 6 of the By-Laws of the Association. Such Management Agreement shall provide for cancellation of said Management Agreement by the Board for cause on 30 days written notice without any cancellation fee, or without cause on 60 days written notice without any cancellation fee.

6. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions 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.

7. Common Elements.

(a) Ownership of the Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit B attached hereto and made a part hereof as though fully set forth herein. The percentages of ownership interests set forth in Exhibit B have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded amendment to this Declaration approved by the Village of Burr Ridge and either consented to in writing by the Unit Owners, in accordance with Paragraph 24 below, or consented to in writing by those parties whose consent is required by the Act if the change in percentage is part of a subdivision or combination of Units in accordance with Paragraph 4 above, or made in accordance with the provisions of Paragraph 18 in connection with the exercise of rights of the Developer or Trustee to add additional property to the terms hereof. 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. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

(b) Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall



extend to not only each Unit Owner, but also to his agents, servants, family members, customers, invitees and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements, if any, contiguous to and serving such Unit alone or with adjoining Units. Such rights to use the Common Elements, and the Limited Common Elements, including the garage or parking area, balconies or patios, shall be subject to and governed by the provisions of the Act, Declaration, By-Laws and rules and regulations of the Association, recorded easement grants and use restrictions, and all applicable ordinances, resolutions or other official governmental authority documents. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and the By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

(c) Scope of Common Elements. As set forth in Paragraph 1(f) above, and unless otherwise expressly set forth elsewhere in this Declaration, the Common Elements encompass and include all portions of the Property (including the Limited Common Elements, if any) except those portions of the Property which are part of the Units, as said Units are depicted on the Plat or otherwise defined in this Declaration. Any references to "Common Elements" appearing on the Plat (except for references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way. Without limitation, the Common Elements include (and the definition of a Unit expressly excludes) all structural components of the Building in which a Unit is located, and all pipes, wires, conduits, ducts, flues, shafts, or public utility lines, situated within the boundaries of such Unit and forming part of any system serving one or more other Units or the Common Elements.

(d) Common Meter Closet. Each building contains an exterior common water spigot which is metered separately from each Unit's water usage, and a common TV antenna for all Units in the building, which shall be located in the common meter room as delineated on the survey attached as Exhibit A, and amended from time to time.

(e) Landscaping. All common area and Wetland landscaping shall be maintained by the Association, at its sole cost, in accordance with the plans approved by the of the Village Forester.

(f) Maintenance of Wetlands. All Wetlands, defined as Outlot A on the Plat of Pasquinelli's Chestnut Hills Final Planned Unit Development, shall be maintained exclusively by the

Association in compliance with applicable laws, rules and regulations governing the maintenance of wetlands generally. No Wetlands shall be altered without the prior written consent of the Village Board. The Village Board shall not permit, cause or authorize any modification, alteration or improvement to be made to any portion of the Wetlands without complying with applicable laws, rules and regulation governing the alteration of Wetlands.

(g) Dedication Rights Reserved. In addition to all easements and rights previously granted by recorded documents against the Property, Developer and Trustee hereby reserve the right at their sole discretion to dedicate or otherwise convey portions of the Parcel (but not those portions on which a Building is situated) to any public agency or governmental authority or quasi-public utility for purposes of streets, roads, roadways, utilities, recreation areas, storm detention basins, storm outfall, storm trunk piping, water, sidewalks and other benefits and improvements, and rights-of-way and easements therefor. Such right to make such dedications or conveyances shall not require the consent, approval or signatures of either the Board or any Unit Owner, and such dedication or conveyance shall be considered fully accomplished and conclusively binding upon each of said Unit Owners and upon the Association when set forth in writing or in a Plat of Dedication executed by the Trustee or by the Developer which has been recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, provided, however, that nothing in this paragraph shall be construed to in any manner require or obligate Developer or Trustee to make any such conveyance or dedication.

In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby granted to the Trustee and the Developer, and each of them singly, as agent and attorney-in-fact to make such dedications or conveyances. Each deed, mortgage, trust deed or other instrument with respect to a Unit and the acceptance thereof shall be deemed a grant and acknowledgement of and consent to such power to each of said attorneys-in-fact and shall be deemed to reserve to each of them the foregoing powers and rights.

#### 8. Limited Common Elements.

(a) Designation and Reservation to Use of Certain Units. The Limited Common Elements shall be those portions of the Common Elements which are either (i) so designated on the Plat by the words "Limited Common Element" or "L.C.E.", or (ii) so expressly designed in this paragraph 8, or elsewhere in this Declaration, as being Limited Common Elements. The enjoyment, benefit and use of any Limited Common Element is reserved, in the case of those Limited Common Elements which are contiguous to and serve exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, to said single Unit or one or

more adjoining Units, unless the enjoyment, benefit and use of such Limited Common Element is expressly reserved to some other Unit or Units either on the Plat or in this Paragraph 8 or elsewhere in this Declaration.

(b) Garage or Parking Spaces, and Hallways and Stairways as Limited Common Elements. In addition to any other portion of the Common Elements which may be designated as a Limited Common Element, either on the Plat or elsewhere in this Declaration, the garage within the building, parking spaces, and hallways and stairways (except hallways and stairways entirely within a Unit and serving only such Unit) are hereby expressly designated as Limited Common Elements, and the use or benefit thereof is reserved to those Units or Unit which are a part of the same Building in which said garage or parking space, and hallways and stairways are located. All of the Units in any Building shall be collectively responsible for the costs and expenses of maintenance, repair and replacement of the garage or parking spaces located within that Building, and among themselves each of said Units shall be responsible for that proportion of said cost and expense equal to the proportion which the percentage ownership of Common Elements of said Unit bears to the total percentage ownership of Common Elements of all the Units in that Building. Each garage or parking space, as designated by the identifying mark or symbol on the Plat, shall be permanently assigned for the use of one of the Units in the Building to which it is reserved, which assignment is set forth on Exhibit E attached and made a part hereof. Each unit has been provided a minimum of two (2) designated off-street parking stalls; one (1) stall will be within the attached one (1) car garage and one (1) stall will be on the driveway in front of each garage. The right is hereby reserved to and by the Developer to change or re-allocate the assignment of garage or parking spaces between or among any Units which are still owned by the Trustee, which change or re-allocation shall be accomplished by an amendment executed by the Trustee or the Developer, which Amendment shall not require the consent of any other Unit Owner.

(c) Patios and Balconies as Limited Common Elements. In addition to any other portion of the Common Elements which may be designated as a Limited Common Element, either on the Plat or elsewhere in this Declaration, the patios adjoining the first floor level of certain Units and the balconies adjoining the second floor level of certain Units are hereby expressly designated as Limited Common Elements, and the use and benefit thereof is reserved to the particular Unit or Units which said patio or balcony adjoins.

9. Use by Trustee During the period of development, construction and sale by the Trustee of any Units, the Developer, Trustee and its beneficiary and said beneficiary's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Buildings and Property as may be required for

purposes of said development, construction and sale of Units. While the Trustee owns any of the Units and until each unit sold by it is occupied by the purchasers, the Trustee and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

10. Common Expenses.

(a) Responsibility for Common Expenses. Except as elsewhere provided herein, each Unit Owner, including the Trustee, and including the Developer as to completed Units he has not yet sold, but which are subjected to this Declaration whether originally or by Amendment as set forth in Paragraph 18 hereof, shall pay his proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws (which expenses are herein sometimes referred to as "common expenses"), including, but not limited to, the maintenance and repair thereof and any and all replacements and additions thereto. Except for its responsibilities as a Unit Owner, as provided here, neither the Developer, the Trustee nor its beneficiary shall have any responsibility for the maintenance, repair or replacement of any part of the Common Elements after the date this Declaration is recorded. Notwithstanding the foregoing, the Developer shall remain responsible for its warranty obligations as provided by the VA contract rider and as additionally set forth in the R.W.C. Warranty.

Such proportionate share of the common expenses for each Unit Owner shall be in accordance with his percentage of ownership in the Common Elements, except that, with respect to any meters measuring the use of light or heat or water on the basis of the consumption thereof in a Building, at the option of the Board and at its sole discretion, the expenses therefor may be allocated to and assessed against the Unit or Units located within that Building. In such an event, all of the Units in each said Building shall be responsible for the total cost of said metered expense for said Building, and among themselves each of said Units shall be responsible for that proportion of said cost equal to the proportion which the Percentage Ownership of Common Elements of said Unit bears to the total Percentage Ownership of Common Elements of all of the Units in the Building. Payment of common expenses, including any prepayment thereof required by the contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided by the By-Laws.

(b) Penalty for non-payment of Common Expenses. No Unit

Owner shall be exempt from payment of his proportionate share of the common expenses by waiver or non use or enjoyment of the Common or Limited Common Elements or by abandonment of his Unit. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest thereon at the rate of 8% per annum, or such greater percentage as may then be permitted under the law of the State of Illinois, after said common expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act, provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the same mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security) or accepts a deed in lieu of foreclosure for its mortgage and causes a receiver to be appointed in suit to foreclose its mortgage. This provision shall not be amended, changed, modified or rescinded without the prior written consent of all lien holders of record. Where the Developer has a majority of seats on the Board, and the Board fails to record notice of such lien on the interest of the delinquent Unit Owner, then an Unit Owner may record such lien.

(c) Working Capital Fund ("Capitalization Fee"). The Developer shall establish a working capital fund consisting of three months' estimated common charges for each Unit. Amounts paid into this fund shall not be considered as advance payments of regular assessments. The Developer shall collect each Unit's share of the working capital fund at the time the sale of the Unit is closed and then shall transfer to the Association such monies for deposit to a segregated fund. Within sixty (60) days after the closing has been held for the first Unit, the Developer shall pay each unsold Unit's share of the working capital fund to the Association. The Developer shall then be entitled to reimburse itself for this payment from the funds collected at each closing when unsold Units are sold.

(d) Non-recurring or unbudgeted Common Expense and increase in assessments. Any non-recurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessment over the amount adopted shall be separately assessed against all Unit Owners. Any such separate assessment shall be subject to approval by the affirmative vote of three-fourths (3/4) of the Unit Owners voting in a meeting of Unit Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a Unit equal to the greater of 5 times the Units' most recent common expense assessment calculated on a monthly basis or \$300.00.

(e) Snow Removal from Dedicated (Public) Streets. The

Association shall have the obligation to provide snow plowing for all dedicated streets, off-site parking, and driveways within the subdivision. The cost of said snow plowing shall be a Common Expense.

(f) Future obligation to install additional parking bays as a Common Expense. The Developer has designated certain areas of sufficient size to accommodate future additional off-street parking spaces in the form of parking bays, pursuant to an agreement with the Village of Burr Ridge. In addition, the Developer has set aside funds in a reserve account, entitled "Future Parking Bays Reserve", specifically for this purpose. Should the Village determine that said future parking bays are required, the association shall install said bays using funds from the reserve account, pursuant to plans approved by the Village of Burr Ridge. Should, after 2 years from the date of the recording of this Declaration, the Village deem said parking bays are not needed, the reserve account shall be closed and all funds returned to the Developer, including any interest earned.

11. Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make separate mortgages for his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create, or cause to be made or created from the date hereof, any mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of his own Unit and the respective percentage interest in the Common Elements corresponding thereto.

12. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner ("undivided taxes"), then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and, in said event, such undivided taxes shall be a common expense.

13. Insurance.

(a) Property Damage. The Board shall have the authority to and shall obtain insurance for the Property, exclusive of the additions within, improvements to and decorating of the Units or Limited Common Elements by the Unit Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage all risk endorsement provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable or FNMA guidelines may require. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, Units or any part thereof to

substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board of the Association, as the trustee for each of the Unit Owners in direct ratio to said Unit Owner's respective percentage of ownership in the Common Elements, as set forth in the Declaration, and for the holders of mortgages on his Unit, if any. The policy of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The maximum deductible amount shall be the lesser of Ten Thousand Dollars (\$10,000) or one percent (1%) of the policy face amount. The premiums for each insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements. If additional premiums are charged on insurance policies reflecting increased charges for coverage on certain, but not all the Units, the Board, at its discretion, may assess these additional premiums to the specific Units for whose coverage they are applicable.

The Board shall have the authority to obtain any special endorsements or additional coverage which may from time to time be required pursuant to FNMA, FHA, or VA guidelines.

(b) Liability. The Board shall have the authority and duty to obtain comprehensive public liability insurance (providing coverage of at least one million dollars for bodily injury and property damage for any single occurrence) against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Property, in amounts deemed sufficient by the Board, insuring such parties as are required to be so insured by the provisions of the Act. The insurance shall cover claims of one or more insured parties against other insured parties. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the other insured parties.

(c) Other Policies of Insurance. The Board shall also have authority to and may obtain, in such amounts as it deems desirable, worker's compensation insurance and other liability insurance as it deems desirable, insuring each Unit Owner, mortgagee of record, if any, the Association, its officers, directors, Board and employees, the Trustee and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner for his corresponding percentage of ownership in the Common Elements. The Board shall retain in safekeeping any such public liability policy for twenty-three (23) years after the expiration date of the policy.

The Board shall have the authority and shall be required to obtain blanket fidelity bonds in amounts required by FNMA guidelines for anyone who either handles or is responsible for funds held or administered by the Association. The premium for such fidelity bonds shall be a common expense.

The Board shall also have authority to and may obtain such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association, and member of any committee appointed pursuant to the By-Laws of the Association from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such committee. The premiums of such insurance shall be a common expense.

(d) Insurance to be Obtained by Individual Unit Owners. Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and the Limited Common Elements serving his Unit, as well as his additions and improvements thereto, decorating, furnishings and personal property therein, and the personal property stored elsewhere on the Property. In addition, in the event the Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

14. Maintenance, Repairs and Replacements. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit. Maintenance of, repairs to and replacements within the Common Elements including but not limited to maintenance items referred to in paragraph 7(d) above shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Common Elements shall be part of the common expenses, subject to the By-Laws, rules and regulations of the Association. However, at the discretion of the Board, maintenance of, repairs to and replacements with the Limited Common Elements (including without limitation garage within the building or parking spaces, patios, balconies or storage areas, hallways and stairways) may be assessed in whole or in part to the Building, or to the particular Unit or Units within that Building, to which said Limited Common Elements are assigned, and, further, at the discretion of the Board, the Board may direct Unit Owners who stand to be benefitted by such maintenance of, repairs to and replacement within the Limited Common Elements to arrange for such maintenance, repairs and replacement in the name and for the account of such benefitted Unit Owners, pay the cost thereof with their own funds,



and 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 mechanics' or materialmen's lien claims that may arise therefrom.

If, due to the act or neglect of a Unit Owner, or of his agent, servant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance.

The authorized representatives of the Association, Board or of the Managing Agent with the approval of the Board shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Units, Common Elements and Limited Common Elements, or to make any alteration required by any recorded easement, covenant or restriction or governmental authority.

15. Alterations, Additions or Improvements. Except as provided herein, or in the Act, no alteration of any Common Elements, or any addition as or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common expenses alterations, additions and improvements of the Common Elements as provided in the By-Laws. Any Unit Owner may make alterations, additions or improvements within the Unit of the Unit Owner without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

That part of the Common Elements separating and located between and exclusively serving two or more adjacent Units used together, (including, without limitation, portions of any hallway and any walls) may be altered to afford ingress and egress to and from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided (a) the expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alteration; (b) such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units shall cease to be used

together, as aforesaid; (c) such alteration shall not interfere with use and enjoyments of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent units), including without limitation, reasonable access and ingress to and egress from the other Units in the hallway affect by any such alteration, and shall not weaken, impair or endanger any other Common Elements or Units. The Unit Owner shall notify the Board of the nature of said alteration at least ten (10) days prior to commencing work.

16. Decorating. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit and Limited Common Elements serving his Unit, as may be required from time to time, including painting, wall papering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, doors, floor and ceilings, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided and other than interior surfaces of Limited Common Elements), and expressly including without limitation, the exterior surfaces of all outside doors (including garage doors) to each of the Buildings, and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the common expenses. The interiors and exteriors of all windows forming part of the perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of that Unit.

Each Unit Owner shall maintain a floor covering upon all floor areas within his Unit with the exception of those floor areas utilized as a kitchen, bathroom or closet so as to provide an insulation from sound transmission in accordance with standards set forth by the Board.

The exterior of all buildings shall be maintained in good condition, in accordance with the approved elevations and plans approved by the Village of Burr Ridge.

17. Easements.

(a) Encroachments. In the event that, by reason of the construction, settlement or shifting of a Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Elements for any reasonable use

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

(b) Utility Easements. The Village of Burr Ridge, Illinois Bell Telephone Company, Commonwealth Edison Company, the Northern Illinois Gas Company, and all other public utilities serving the Property are hereby granted the right of access to the property to lay, construct, renew, alter, remove, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements for the purpose of providing utility services to the Property. The Board may hereafter grant other or additional utility easements over, under, along and on any portion of the Common Elements either (1) for the benefit of the Property or (2) for the benefit of other real property not included within the Property (regardless of whether such other real property is contiguous to or separated from the Property), and each Unit Owner hereby grants to the Board an irrevocable power of attorney to execute, acknowledge, register and record for and in the name of all the Unit Owners, such instrument as may be necessary to effectuate the foregoing.

(c) Easements to Run with the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this paragraph 17, or described in any other part of this Declaration, shall not be necessary, and any such deed of conveyance, mortgage, trust deed or other evidence of obligation shall automatically create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

18. Add-on Condominium.

(a) The Trustee hereby reserves for itself, its beneficiaries and the Developer the right to add within seven (7) years from the recording of this Declaration additional property to that which has been hereby submitted to the provisions of the Act, and in the event of any addition, to reallocate percentage interest in the Common Elements in accordance with the provisions of the Act and these Condominium Instruments, by recording an amended Plat, together with an amendment to this Declaration, in accordance with the Act and approved by the Village of Burr Ridge. No approval of Unit Owners shall be required in connection with the exercise of said right to add additional property.

(b) In connection with the aforesaid right to add additional property to the terms of this Declaration in accordance with the Act:

(1) The Trustee, its beneficiaries and the Developer hereby expressly reserve the option to add additional property to the condominium established hereby, which option may be exercised in accordance with, and shall be governed by, the terms of this Declaration and the Act.

(2) If additional Units are added, or if additional Common Elements are added, or both, the method by which the reallocation of percentage interests, adjustments to voting rights, and rights, and changes in liability for common expenses shall be determined shall be as follows. Each Amended Declaration shall include (i) an amended Exhibit "D" which shall amend Exhibit "D" hereto by setting forth the amended legal description of the Parcel to include the additional parcel or parcels annexed hereto, as well as a separate legal description of such addition, (ii) an amended Plat showing the boundaries of such addition and of the entire Parcel as amended, and delineating the additional Units on such addition, and (iii) an Amended Exhibit "B" which shall amend Exhibit "B" hereto by setting forth the amended percentages of the undivided interests in the Common Elements (as amended and added to by such Amended Declaration) allocated to each Unit (including all previous Units and the additional Units added by such Amended Declaration). The percentages of the undivided ownership interest in the Common Elements as amended by each Amended Declaration, and as set forth in the amended Exhibit "B", shall be determined and adjusted in the following manner:

A. The Common Elements as amended by such Amended Declaration shall be deemed to consist of:

(i) the Common Elements as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Common Elements"); and

(ii) the Common Elements added by such Amended Declaration (hereinafter referred to as the "Added Common Elements").

B. The Units as amended by such Amended Declaration shall be deemed to consist of:

(i) the Units as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Units"); and

(ii) the Units added by such Amended Declaration (hereinafter referred to as the "Added Units").

The value of each of the Added Units shall be added to the current aggregate value of the Existing Units and the total thereof shall be deemed to be the new value of the Property as a whole. "Value" as used in this paragraph shall be determined by the Developer as of the date of the recording of the Amended Declaration. Such determination by the Developer shall be conclusive and binding upon all Unit Owners, mortgagees and other parties who then or in the future have any interest in the Property.

C. The percentages of undivided ownership interest, as amended and adjusted by such Amended Declaration, in the entire Common Elements, consisting of the Existing Common Elements, plus the Added Common Elements, to be allocated among all the Units, consisting of the Existing Units plus the added Units, shall be computed by taking as a basis the value of each unit in relation to the value of the Property as a whole, determined as aforesaid.

The Existing Units shall be entitled to their respective percentages of ownership, as amended and adjusted and set forth in amended Exhibit "B" attached to such Amended Declaration, in the Added Common Elements, as well as in the Existing Common Elements.

D. Each and all of the provisions of this Declaration and the Exhibits attached hereto, as amended by each such successive Amended Declaration and the amended Exhibits attached thereto, shall be deemed to apply to each and all of the Units, including all such Added Units as well as all Existing Units, and to all of the Common Elements, including all such Added Common Elements as well as all Existing Common Elements.

E. The recording of an Amended Declaration shall not alter or affect the amounts of any liens for common expenses due from any Existing Unit Owners prior to such recording, nor the respective amounts theretofore assessed to or due from Existing Unit Owners for common expenses or other assessments.

F. The lien of any mortgage encumbering any Existing Unit, together with its appurtenant percentage of undivided ownership interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended when an Amended Declaration is recorded, in accordance with the respective percentage of undivided ownership interest in the Common Elements for such Existing Unit as set forth in the amended Exhibit "B" attached to such Amended Declaration, and the lien of such mortgage shall automatically attach in such percentage to the Added Common Elements.

(3) The legal description of all land which may be added to the property, hereinafter referred to as "Additional Land", is set forth on Exhibit "F" attached and made a part hereof.

(4) The option to add additional land shall expire seven (7) years from the date of the recording of this Declaration. The option shall terminate on the earlier of (a) said expiration date, or (b) the recording of a written notice by Developer, expressly releasing all of its option rights hereunder.

(5) Portions of the Additional Land may be added to the property at different times, at the sole discretion of the Developer. There are no limitations or restrictions either (a) on the order in which any part of the Additional Land may be

added, or (b) fixing the boundaries of portions of Additional Land to be added, or (c) on whether any particular portion of the Additional Land must be added; all of the foregoing matters are in the sole discretion of the Developer.

(6) There are no limitations imposed by this Declaration on the location of improvements, if any, which may be made on all or any portion of the Additional Land added.

(7) The maximum number of Units which may be created on the Additional land shall be 109. The largest number of units which may be created on each acre of any portion of Additional Land added to the property is 7.41 units.

(8) The structures, improvements, Buildings and Units will be of the same style, construction and quality as that of the pre-existing improvements.

(9) No plat, site plan or other graphic material is herein set forth to further supplement or explain the information provided in this paragraph 18.

(10) The effective date for assigning assessments and granting voting rights to the Add-on Units shall be the date of the closing for each Add-on Unit.

(11) All improvements intended for the Additional Land will be substantially completed prior to its addition.

(c) The Trustee, its beneficiaries and the Developer shall have and are hereby granted an appurtenant easement over and on the Common Elements for the purpose of making improvements on the Additional Land, and for that purpose doing what is reasonable necessary and proper in conjunction therewith.

(d) No provisions of the Condominium Instruments shall be construed to be binding upon or obligate the Developer to exercise his option to make additions, and the Additional Land legally described herein shall not be bound thereby; except that in the case of any covenant, restriction, limitation or other representation of commitment in the Condominium Instruments, or in any other agreement made with, or by, the Developer, requiring the Developer to add all or any portion of the Additional Land, or imposing any obligation with regard to anything that is or is not to be done on or with regard to the property or any portion thereof, this paragraph shall not be construed to nullify, limit or otherwise affect any such obligation.

(e) Any amendment to the Declaration adding any portion of the Additional Land may contain such complementary additions and modifications of the provisions of the Declaration affecting the Additional Land which are necessary to reflect the differences in character, if any, of the Additional Land and the improvements thereto. In no event, however, shall any such amendment to the Declaration revoke, modify or add to the covenants established by the Declaration for the property already subject to the Declaration.

(f) Each and all of the Unit Owners, of all Existing Units and of all Added Units hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Units, shall be deemed to have expressly agreed, assented and consented to each and all of the provisions of this Declaration, with respect to the recording of any and all Amended Declarations as aforesaid which may amend, adjust, and reallocate from time to time their respective percentages of undivided ownership interest in the Common Elements, including the existing Common Elements and Added Common Elements, from time to time hereinabove provided; and hereby further agrees to each and all of the provisions of each and all of said Amended Declarations which may hereafter be recorded in accordance with the foregoing provisions of this Declaration.

(g) Each and all of the Unit Owners, or all Existing Units and all Added Units hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Units, further acknowledges, consents and agrees, as to each such Amended Declaration that is recorded, as follows:

(i) The portion of the Additional Land described in each such Amended Declaration shall be governed in all respect by the provisions of this Declaration.

(ii) The percentage of ownership in the Common Elements appurtenant to each Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded Amended Declaration and upon the recording of each such Amended Declaration, the amount by which such percentage appurtenant to a Unit is reduced, as set forth in each such recorded Amended Declaration, shall thereby be and be deemed to be released and divested from such Unit Owner and reconveyed and reallocated among the other Unit Owners as set forth in each such recorded Amended Declaration.



- (iii) Each deed, mortgage or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall, upon the recording of each Amended Declaration, be divested pro tanto to the reduced percentage set forth in such Amended Declaration and vested among the other Owners, mortgagees and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded Amended Declaration.
- (iv) A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a Unit to so amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Unit.
- (v) The percentage of ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by a recorded Amended Declaration and each deed, mortgage or other instrument affecting a Unit shall be deemed to include such additional Common Elements and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such Amended Declarations are recorded.
- (vi) Each Owner shall have a perpetual easement, appurtenant to his Unit, for the use of any additional Common Elements annexed thereto by and described in any recorded Amended Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements or by designation as Limited Common Elements granted to the Owners of specific Units as may be provided in any such Amended Declaration, or this Declaration and the Act, any changes in the respective percentages of ownership in the Common Elements as set forth in each such Amended Declaration shall be deemed to be made by Agreement of all Unit Owners.
- (vii) Each Owner by acceptance of the deed conveying his Unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each amended Declaration is and shall be deemed to be in accordance with the Act and for purposes of Declaration and the Act, any changes in the respective percentages of ownership in the Common Elements as set forth in each such Amended Declaration shall be deemed

to be made by agreement of all Unit Owners.

(viii) The Trustee and Developer reserve the right to amend this Declaration in such a manner, and each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this paragraph to comply with the Act as it may be amended from time to time.

(ix) The foregoing provisions of this Declaration and deeds and mortgages of the Units and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other toward the end that a valid shifting of the percentage interest in the Common Elements can be accomplished.

(h) Notwithstanding anything to the contrary contained in this provision 18 providing for the shifting or reallocation of percentage interests in the Common Elements, no Unit shall ever have less than the Minimum Percentage Interest or more than the Maximum Percentage Interest as set forth for each unit on Exhibit G attached and made a part hereof.

19. Use and Occupancy Restrictions. Subject to the provisions of the By-Laws, no part of the Property may be used for purposes other than as a principal residence and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, including monthly lease for Hotel-Like operations, except that professional and quasi-professional people may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

Any leases shall be in writing and are subject to this Declaration and ByLaws. In addition, all restrictions contained in any documents recorded against the Property prior to the date hereof or ordinances, resolutions or other regulations of governmental authorities affecting the Property shall apply to the use of any part of the Property.

The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the

respective Units and for such other purposes incidental to use of the units; provided, however, recreational areas and other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements.

20. Damage or Destruction and Restoration of Building.

(a) Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reasons thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided in paragraph 22 hereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B, after first paying out the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

(b) Insufficient Insurance.

(1) If the insurance proceeds are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Building within one hundred and eighty (180) days from the date of damage or destruction, the Board may record a notice setting forth such facts and upon the recording of such notice:

(i) The property shall be deemed to be owned in common by the Unit Owners;

(ii) The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of

undivided interest previously owned by such owner in the Common Elements;

(iii) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property as provided herein; and

(iv) The Property shall be subject to an action, for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

(2) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, 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 members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(3) In the case of damage or other destruction, upon the affirmative vote of not fewer than three fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, and the affirmative vote of not fewer than three-fourths (3/4) of the first mortgagees (based upon one vote for each first mortgage owned), any portion of the Property affected by such damage or destruction may be withdrawn from the Act upon approval by the Village of Burr Ridge. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such a Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of

interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements, will be distributed in accordance with the interest of those entitled to their use.

(c) Cessation of Common Expenses. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

21. Eminent Domain.

(a) Reallocation of Common Elements and Condemnation Award. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interest of those entitled to their use.

(b) Cessation of Common Expenses. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

22. Sale of the Property. The Unit Owners through the affirmative vote of the Voting Members having at least seventy-five percent (75%) of the total votes, at a meeting duly called for such purpose, and the affirmative vote of seventy-five (75%) of the

first mortgagees, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts in a manner or form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the fair market value of his interest, as determined by arbitration as hereinafter provided, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on the fair market value of such interest, such Unit Owner and the Board shall each select an appraiser, and two so selected shall select a third, and the fair market value, as determined by said third appraiser, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share shall be a common expense.

23. Remedies. In the event of any violation of the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board or Association by any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws, Forcible Entry and Detainer Act, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages of injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinafter in this paragraph provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of eight percent (8%) per annum or the maximum rate permitted by law, whichever is higher, until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of such

defaulting Unit Owner and upon all of his additions and improvements thereto and provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner owned or held by any insurance company, bank, savings and loan, mortgage banker or FNMA or other lending institution, except for the amount of the proportionate share of said common expenses which become due and payable after the date on which the said mortgage owner or holder either (a) takes possession of the Unit, (b), accepts a conveyance of any interest therein (other than as a security), or (c), accepts a deed in lieu of foreclosure for its mortgage or causes a receiver to be appointed in suit to foreclose its mortgage. Notice of such lien may be recorded by the Board, or if the developer is the manager or has a majority of seats on the Board and the Board fails to do so, any Unit Owner may record such notice. In the event of such a default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of mortgage liens against Units in the Building.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Declaration; (a) to enter upon the Unit, or any portion of the property upon which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the property and to maintain an action for possession of such unit in the manner provided by law.

If any Unit Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate the Act, or any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of the said defaulting Owner to continue as

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

Any Unit Owner shall have a right of action against Unit Owners who fail to comply with the provisions of the project documents or the decisions made by the Association.

24. Amendment. Pursuant to the requirements contained in Section 27(e) (4), Unit Owners owning not less than sixty-seven percent (67%) of the total ownership of Common Elements may amend, modify or rescind the provisions of this Declaration by a resolution duly adopted at an annual or special meeting of Unit Owners called for that purpose or by an instrument in writing setting forth such amendment, modification or rescission signed by the requisite number of Unit Owners and duly acknowledged before a notary public; provided, however, that all lienholders of record must be notified by certified mail of such amendment, modification or rescission. An affidavit of the Secretary of the Association shall be sufficient and conclusive evidence of the vote of Unit Owners or the giving of notice to lien holders of record.

However, if the Act, the Declaration or the By-Laws require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Declaration.



The change, modification or rescission, whether accomplished under either of the provisions of the preceding two paragraphs, shall be effective upon approval by the Village of Burr Ridge and recording of such instrument in the office of the Recorder of Deeds of DuPage County, Illinois; provided, however, that no change, modification or amendment which affects the rights, privileges or obligations of the Developer, the Trustee or its beneficiaries shall be effective without the prior written consent of the Trustee or its beneficiaries, and further provided that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

The condominium instruments may not be amended or merged without the prior written approval of the Veteran's Administration provided however, that the declarant may add phases pursuant to Paragraph 18 of the Condominium Declaration without prior approval of the Veteran's Administration, provided said added phases are made in conformance with said Paragraph 18 and are submitted to the Veteran's Administration pursuant to the provisions of Paragraph 18.

25. Special Amendment. Developer and/or Declarant reserve the right and power, without the consent, approval or signature of the Board, the Association, any Unit Owners or any mortgagee, to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit Ownerships, (iii) to bring this Declaration into compliance with the Act, or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer and/or Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Developer and/or Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Developer and Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant or Developer no longer holds or controls title to a Unit and the right of Declarant to submit additional parcels to the Act as provided in

Section 18 hereof has expired.

26. Notices. Notices provided for in the Act, Declaration or By-Laws shall be in writing and shall be addressed to the Association or Board, as the case may be, at 905 West 175th Street, Suite 300, Homewood, Illinois, 60430 or to the Unit Owner at the address of his Unit, or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgement of the receipt thereof.

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

27. Miscellaneous.

(a) Severability. If any provision of the Declaration or By-Laws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and the 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 and the remainder of this Declaration or the By-Laws shall be construed as if such invalid party was never included therein.

(b) Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States, and the incumbent Governor of Illinois.

(c) Rights and Obligations. Each Grantee of the Owner, by the acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, lien and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, including but not limited to those imposed by documents recorded against the Property prior to the date hereof or ordinances, resolutions of other regulations of governmental authorities affecting the Property. 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 grantee 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.

(d) Land Trustee as Unit Owner. In the event title to any Unit is conveyed to a land title holding trust under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and they 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. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to request funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Unit.

(e) Other Superseding Provisions. Notwithstanding any other provision to the contrary contained elsewhere herein, each of the following provisions are a part of this Declaration, and in the event of any conflict or ambiguity between the provisions of this paragraph and any other provisions elsewhere in this Declaration, the provisions of this paragraph shall supersede and control, provided, however, that to the extent of any conflict between any of the provisions herein and that Act or state law, the Act or state law shall control and said provision, to that extent, shall be deemed null and void.

(1) The holder, insurer or guarantor of the first mortgage on any Unit in the project is entitled to timely notice of:

(i) any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its first mortgage;

(ii) any sixty day (60) delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the first mortgage;

(iii) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and,

(iv) any proposed action that requires the

consent of a specified percentage of first mortgagees.

In order to obtain this information, the first mortgage holder, insurer or guarantor should send a written request to the Association, stating both its name and address and the unit number or address of the Unit it has the first mortgage on.

(2) Any lease or rental agreement for a Unit must be in writing and be subject to the requirements of the project documents and the Association. No Unit may be leased or rented for less than thirty (30) days.

(3) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee.

(4) Unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each mortgage owned), and sixty-seven percent (67%) of Owners (other than the sponsor, developer or builder) of the individual Units have given their prior written approval (except in some cases a greater majority or unanimous approval may be needed as provided herein or in the Act) the Association shall not be entitled to (a) take any action, or (b) make any change, which materially affects the operation of the Association, including the following:

- (i) Voting rights;
- (ii) Assessments, assessment liens, or subordination or assessment liens;
- (iii) Reserves for maintenance, repair and replacement of common areas;
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interest in the general or limited common areas, or rights to their use except as permitted by the Add-on provisions in this Declaration;
- (vi) Boundaries of any Units;
- (vii) Convertibility of Units into common areas or visa versa;

(viii) Expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project except as permitted by the Add-on provisions in this Declaration;

(ix) Insurance or fidelity bonds;

(x) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(xi) A decision by the Association to establish self-management when professional management had existed previously;

(xii) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;

(xiii) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs;

(xiv) Provisions that specifically and explicitly expressly benefit mortgage holders, insurers or guarantors;

(xv) The prorata interest or obligations of any individual Unit for the purpose of: a) levying assessments or charges or allocating distributions or hazard insurance proceeds or condemnation awards or b) determining the prorata share of the ownership of each Unit in the common elements, except as provided in the Add-on provisions of paragraph 18;

(xvi) Dimensions of any Unit by partition or subdivision;

(xvii) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements except as provided in the Add-on provision of paragraph 18;

(xviii) Use hazard insurance proceeds for losses to any condominium property (whether two Units or two common elements) for other than repair, replacement or reconstruction of such condominium property, except as provided by statute in case of substantial loss to the Units and/or common elements

of the condominium.

Notwithstanding the above, the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause.

(5) First mortgagees shall have the right to examine the books and records of the Association or the condominium project.

(6) Condominium dues or charges shall include reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

(7) All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not to the condominium project as a whole.

(8) Nothing herein shall give a Unit Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or common elements.

(9) All amenities (such as parking, recreation and service areas) if and when constructed shall be part of the condominium project and are covered by the mortgage at least to the same extent as are the common elements.

(10) With respect to the Add-on provision of this Declaration, (a) Unit Owners have a minimum percentage undivided interest in the common elements, and a corresponding maximum interest subject to diminution to no less than such minimum, and each such percentage interest is stated in the Declaration, and (b) the conditions whereby any change in such percentage of undivided interest in common elements may take place are fully described in the Declaration together with a description of the real property which will become subject to the condominium project if such alternative percentage interest becomes effective; and (c) no change in the percentage interests in the common elements may be effected pursuant to such Add-on plan more than seven (7) years after the Declaration is recorded.

(11) Any agreement for professional management of the condominium project, or any other contract providing for

services by the Developer, sponsor or builder, must provide for termination by either party without cause or payment of a termination fee on sixty (60) days written notice, and with cause on thirty (30) days written notice without payment of a termination fee; and a maximum contract term of three (3) years.

(12) The Association shall give the Federal Home Loan Mortgage Corporation notice in writing of any loss to, or taking of, the common elements of the condominium project if such loss or taking exceeds \$10,000 or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000, provided the Servicer of any such mortgage delivers its address in writing to the Association.

(13) Storage of household goods or other material within the attached garage in such a manner as to prevent use of the garage as a designated off-street parking space is prohibited.

(14) All patio fences and privacy fences, as well as perimeter fences, shall be in compliance with the Village of Burr Ridge zoning ordinances.

(15) The Association shall be responsible for the maintenance of the cul-de-sac islands.

(16) Within 12 months of the issuance of the initial occupancy permit, an informal general meeting shall take place. All Unit Owners will be invited and thereafter, these meetings shall take place not less than annually until the first regular annual meeting of Unit Owners is held (as provided herein). Unit Owners will select potential future Board candidates who will form an informal board and meet semi-annually with the first board.

(17) A right of entry is hereby granted to the Common Elements for the Village of Burr Ridge law enforcement officers, rescue squad personnel, and fire-fighting personnel while in the pursuit of their duties; and, in the case common driveways, permitting the enforcement of emergency vehicle access.

(18) The Association shall hold the Village of Burr Ridge police or other official personnel harmless from civil or criminal action arising through a charge of trespass for entering on the Common Elements in the performance of their duties. In addition, approval is hereby granted to Village of Burr Ridge municipal and enforcement officers to enter the Common Elements to enforce Village ordinances.

(19) The storage of vehicles or recreational vehicles is not allowed in spaces designated for public parking.

(20) This Declaration, along with all exhibits hereto are subject to the ordinances and regulations of the Village of Burr Ridge.

(21) In addition to the meetings described in this Declaration and the exhibits hereto, the Board (including the board appointed by the Developer or the Trustee) shall meet within one year of the first sale closing, at the latest.

(22) The Village of Burr Ridge shall have the right, in their sole discretion, under certain extreme circumstances where the Association is unable or unwilling to perform its responsibilities, to maintain and operate the public-oriented Common Elements and to assess the Unit Owners for the costs of this service. This paragraph shall not be interpreted to obligate the Village to maintain or operate the public-oriented Common Elements.

If any unit owner shall fail to pay his or her proportionate share of such cost, the Village of Burr Ridge is hereby granted the same lien rights that are granted to the Association, pursuant to Article IV, Section 7 of the Bylaws.

(23) None of the interests or rights granted to the Village of Burr Ridge in this Declaration may be amended or revised in any way without the written consent of the Village of Burr Ridge.

(f) Project Documents. The Association shall have current copies of the Declaration, By-Laws, and other rules concerning the project as well as Association books, records, and financial statements available for inspection by Unit Owners or by holders, insurers and guarantors of first mortgages that are secured by Units in the project. These documents shall be available during normal business hours. Additionally, the Association shall provide an audited statement for the preceding fiscal year if the holder, insurer, or guarantor of any first mortgage that is secured by a Unit and the project submits a written request for it.

28. Exculpation. This Declaration is executed by Beverly Trust Company, as Trustee aforesaid and not



individually, in the exercise of power and authority conferred upon and vested in it as such Trustee (Beverly Trust Company hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person hereafter claiming any interest under this Declaration that Beverly Trust Company, as Trustee as aforesaid and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title holding interest and the trust estate described herein to the terms of this Declaration; that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee or any of the beneficiaries under such Trust Agreement on account of this Declaration or on account of any representation, obligation, duty, covenant or agreement of Trustee in this instrument contained either express or implied, all such personal liability, if any being expressly waived and released; and further, that no duty shall rest upon Trustee to sequester trust assets, rentals, avails or proceeds of any kind or otherwise to see to the fulfillment or discharge of this Declaration, except where Trustee is acting pursuant to direction as provided by the terms of such Trust Agreement, and after Trustee has first been supplied with funds required for the purpose. In the event of conflict between the terms of this paragraph and the remainder of this Declaration, or in the event of any question of apparent liability or obligation resting upon Trustee, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, the said Beverly Trust Company as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its Trust Officer and attested by its Vice President this 26th day of September, 1996.

BEVERLY TRUST COMPANY, AS TRUSTEE AS AFORESAID AND NOT INDIVIDUALLY

By: Rosemary Boyer  
TRUST OFFICER

Attest: James M. Gupley  
Assistant Trust Officer

STATE OF ILLINOIS )  
                          ) *COOK* ) s.s.  
COUNTY OF ~~DUPAGE~~ )

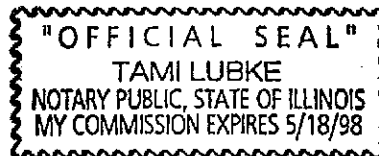
I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY that ROSEMARY MAZUR of Beverly Trust Company as Trustee as aforesaid and not individually, an Illinois banking association, and JANELLE M. GRIGSBY thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said banking association, for the uses and purposes therein set forth; and the said TRUST OFFICER did also then and there acknowledge that he as custodian of the corporate seal of said banking association did affix the corporate seal of said banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of SEPT, 1996.

*Tami Lubke*  
Notary Public

My commission expires:

5-18-98



R97- 79361

EXHIBIT A

TO

DECLARATION OF CONDOMINIUM OWNERSHIP  
CHESTNUT HILLS CONDOMINIUM ASSOCIATION

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(PLAT OF SURVEY SHOWING THE PARCEL AND DELINEATION OF UNITS)

EXHIBIT B  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
OF  
CHESTNUT HILLS CONDOMINIUM

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

TYPE I  
(4-Unit Bldg.)

<u>Unit No.</u>	<u>Percentage Of Interest</u>	<u>Unit No.</u>	<u>Of Interest</u>
191601	6.08451	191701	6.08448
191602	6.17906	191702	6.17906
191603	6.17906	191703	6.17906
191604	6.46281	191704	6.46281
191901	6.08448		
191902	6.17906		
191903	6.17906		
191904	6.46281		

TYPE II  
(4-Unit Bldg.)

<u>Unit No.</u>	<u>Percentage Of Interest</u>	<u>Unit No.</u>	<u>Percentage Of Interest</u>
191801	6.46281		
191802	6.17906		
191803	6.17906		
191804	6.46281		

100.00000%

R97- 79361

Address(es) of Buildings Affected By This Document:

Building 1916, 1917, 1918, 1119:



Unit 191601: 7244 Chestnut Hills Drive, Illinois  
Unit 191602: 7242 Chestnut Hills Drive, Illinois  
Unit 191603: 7240 Chestnut Hills Drive, Illinois  
Unit 191604: 7238 Chestnut Hills Drive, Illinois

Unit 191701: 7310 Chestnut Hills Drive, Illinois  
Unit 191702: 7308 Chestnut Hills Drive, Illinois  
Unit 191703: 7306 Chestnut Hills Drive, Illinois  
Unit 191704: 7304 Chestnut Hills Drive, Illinois

Unit 191801: 7326 Chestnut Hills Drive, Illinois  
Unit 191802: 7324 Chestnut Hills Drive, Illinois  
Unit 191803: 7322 Chestnut Hills Drive, Illinois  
Unit 191804: 7320 Chestnut Hills Drive, Illinois

Unit 191901: 7336 Chestnut Hills Drive, Illinois  
Unit 191902: 7334 Chestnut Hills Drive, Illinois  
Unit 191903: 7332 Chestnut Hills Drive, Illinois  
Unit 191904: 7330 Chestnut Hills Drive, Illinois

*all in Burr Ridge  
IL 60521*

~~06-19-402-008, 06-19-403-007, 06-19-403-008 (UNDERLYING)~~

#2-

44b

## EXHIBIT C

## BY-LAWS

## OF

## CHESTNUT HILLS CONDOMINIUM ASSOCIATION

ARTICLE IMembers  
(UNIT OWNERS)

SECTION 1. Eligibility. There shall be one class of Members of Chestnut Hills Condominium Association. The Members shall consist of the respective Unit Owners of the Property known as Chestnut Hills Condominium located within the Village of Burr Ridge, Illinois (called "Property"), in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners (these and other terms are used in these By-Laws as they are defined in the Declaration of Condominium Ownership for Chestnut Hills Condominium Association, which Declaration is recorded in the office of the Recorder of Deeds of DuPage County, Illinois. The words "member" or "members" as used in these By-Laws means and shall refer to "Unit Owner" or "Unit Owners", as the case may be, as defined in the Declaration). If a Unit Owner is a trust, then the member shall be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, the member may be an officer, partner, or employee of such Unit Owner or beneficiary.

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 interests.

SECTION 3. Regular Meetings. The first regular annual meeting of Unit Owners (the "First Meeting") may be held within the limits of the Village of Burr Ridge, subject to the terms hereof, on any date, at the option of the Board, provided, however, that said First Meeting shall be held not later than either (a) sixty (60) days after Beverly Trust Company as Trustee under Trust Agreement dated November 1, 1994, and known as Trust No. 74-2333, ("Trustee") has sold and delivered its deed for at least 75% of the Units, or (b) twenty-four (24) months from the recording date of the Declaration, whichever is earlier, provided, however, that (a) in computing the aforementioned "75%" figure, the numerator shall be the number of Units which have been sold and for which a

deed has been delivered, and the denominator shall be the maximum number of Units which may be created on the Parcel together with the Additional Land, as said maximum number is set forth in Paragraph 18(b)(7) on the Declaration, and (b) if additional property is added pursuant to Paragraph 18 of the Declaration, then the aforementioned two (2) year period shall be extended for an additional 1 year from the date of recording the amendment to this Declaration and the amendment to the Plat which establishes the addition of the additional land. Subsequent to the First Meeting, there shall be a regular annual meeting of Unit Owners held each year within limits of the Village of Burr Ridge, within fifteen (15) days of the anniversary of the First Meeting, one of the purposes of which shall be to elect members of the Board. All such meetings of Unit Owners shall be held at such place in DuPage County, Illinois, and at such time, and for purposes as specified in the written notice of such meeting which shall be mailed to all Unit Owners at least ten (10) days and not more than thirty (30) days prior to the date of such meeting, except that notice of the First Meeting shall be given at least twenty-one (21) days prior to the date of such Meeting. Regarding the First Meeting, the Developer shall provide to any Unit Owner the names, addresses, telephone numbers (if available), and weighted vote of each Unit Owner entitled to vote at the Meeting within three (3) working days of the request. Unit Owners shall receive this same information with three (3) working days of request for each subsequent meeting to elect members of the Board. The method of calling meetings shall be by the aforesaid written notice sent by the Board, copies of which notice may also be either delivered personally to the Unit Owners or to the entry door of their Unit or posted conspicuously in the hallways, lobbies, or on bulletin boards or other parts of the Common Elements, at the discretion of the Board.

SECTION 4. Special Meetings. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by twenty percent (20%) of the Unit Owners. Said special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days nor more than thirty (30) days prior to the date of said meeting, stating the date, time and place of said special meeting within the Village limits of Burr Ridge and the matters to be considered. Matters to be submitted by Unit Owners shall first be submitted to the Board, at least five (5) days prior to the special meeting, who shall then submit such matters to the special meeting.

SECTION 5. Voting Member. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such Voting Members shall be the Unit Owner or one of the group composed of all the Unit Owners of a Unit Ownership or may be some person designated by such Unit Owners to act as proxy of his or their behalf and who need not be a Unit Owner. The proxies shall give the Unit Owner the right to express a preference from among the known candidates or to write in a name.

Such designations shall be dated, shall be made in writing to the Board, shall be executed by the Unit Owner or his duly authorized attorney in fact or by any of multiple owners of a unit as set forth below, 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 Unit Owner or Unit Owners, and such designations shall be invalid after 11 months from their date unless provided otherwise therein. Any or all Unit Owners of a Unit Ownership, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting member of the Unit Ownership may vote or take any other action as a Voting Member either in person or by proxy. The Trustee shall designate the Voting Member with respect to any Unit Ownership owned by the Trustee. In the absence of any written designation with respect to a particular Unit, the Board shall be entitled to conclusively rely on a vote cast by anyone of the group composed of all Unit Owners of that particular Unit.

SECTION 6. Voting. The aggregate number of votes for all Unit Owners shall be one hundred (100), and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one person, and if only one of the multiple owners of a Unit is present at a meeting of the Association, he is entitled to cast all the votes allocated to that Unit, if more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners; there is majority agreement if any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. The Trustee may exercise the voting rights with respect to Units owned by it.

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 an aggregate of at least twenty percent (20%) of the total ownership interest in the Common Elements.

SECTION 8. Miscellaneous.

- (a) No merger or consolidation of the Association; sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the Property and assets of the Association; and the purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3) of the votes of Unit Owners, or such greater percentage as may be provided for in the Declaration and an affirmative vote of three-fourths (3/4) of the



first mortgagees.

- (b) When thirty percent (30%) or fewer of the Unit Owners, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the Condominium Instruments, or the Act, shall require instead the specified percentage of number of Units, rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.
- (c) In the event of a resale of a Unit from other than the Developer under an installment contract, while the purchaser resides in the Unit he shall be counted toward a quorum for the election of Board members at any meeting of the Unit Owners called for the purposes of such election, shall have the right to vote for election of Board members and shall have the right to be elected and serve on the Board unless the Seller expressly retains in writing all or any of such rights. In no event may both the Purchaser and Seller be counted toward a quorum, permitted to vote, elected or permitted to serve on the Board. Satisfactory evidence of the installment contract shall be given to the Board or its agents.

## ARTICLE II

### Board of Directors

SECTION 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Condominium Declaration as Directors of the Association (referred to in the Condominium Property Act of the State of Illinois as the "board of managers", and sometimes referred to herein as the "Board") shall consist of seven (7) members (hereinafter referred to as "directors"). Directors shall be elected at large at the regular annual meeting of Association members by the vote of Unit Owners, except that, until the election of directors at the first regular annual meeting of Members, the directors (hereinafter called "members of the First Board") shall be appointed by the Developer or the Trustee. At such annual meetings, directors, or their representatives shall have the right to be present at the counting of ballots cast during such annual meetings. The Board may, but shall not be obligated to, distribute to Unit Owners, biographical and background information about candidates for election to the Board provided that (1) no preference is expressed in favor of any candidate; and (2) reasonable efforts are made to

identify all candidates and (3) all candidates are given an opportunity to include biographical and background information in the information to be distributed. Those candidates for election as director receiving the greatest number of votes cast either in person or by proxy at the meeting shall be elected. At the initial election held at the first regular meeting of Members, those three (3) directors receiving the greatest number of votes shall hold office for a term of two (2) years, and the remaining four (4) directors shall hold office for a term of one (1) year. Thereafter, every director shall hold office for a term of two (2) years and until his successor shall be elected and qualified. Members of the Board may succeed themselves.

SECTION 2. Qualifications. Except for members of the First Board, each director shall be a resident of a Unit and shall be a Unit Owner (or, if a Unit Owner is a trustee of a trust, a director may be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, a director may be an officer, partner or employee of such Unit Owner or beneficiary). If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place of the Board shall be deemed vacant.

SECTION 3. Vacancies. Any vacancies occurring in the Board shall be filled by a two-thirds (2/3) vote of the remaining members thereof, except that a vacant position of the Board which was last filled by a member of the First Board may be filled by a person appointed by the beneficiary of the Trustee. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the time until the next meeting of Unit Owners or thirty (30) days following the filing of a petition signed by Unit Owners holding 20% of the Association's votes requesting a meeting of the Unit Owners to fill the vacancy for the balance of its unexpired term. Such a meeting shall be called no later than thirty (30) days following the filing of such a petition signed by Unit Owners holding 20% of the Association's votes.

SECTION 4. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Unit Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, delivered personally or by mail or telegram.

Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting. The Board shall meet at least four (4) times annually, and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Unit Owner, except for the portion of any meeting held (i) to discuss litigation when an

action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the board of managers finds that such 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 of common expenses; however, any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings required to be open by this Act by tape, film or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of any such meeting shall be mailed or delivered at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice pursuant to the Declaration, By-Laws, or provision of law before the meeting is convened. Copies of notices of any such meetings shall be posted conspicuously in hallways, lobbies or bulletin boards at least 48 hours prior to such meeting, except if there is no common lobby for seven (7) or more Units, the Board may designate locations near said Units.

SECTION 5. Removal. Any director may be removed from office for cause by the vote of two-thirds (2/3) of the total undivided ownership of the Common Elements.

SECTION 6. Compensation. Directors shall receive no compensation for their services as directors, unless expressly provided for in resolutions adopted by the Unit Owners.

SECTION 7. Quorum. Four (4) Directors shall constitute a quorum.

SECTION 8. General Powers and Duties of the Board. The powers and duties of the Board shall include, but shall not be limited to, the following matters:

- (a) operation, care, upkeep, maintenance, replacement and improvement of the Common Elements;
- (b) preparation, adoption and distribution of the annual budget for the Property;
- (c) levying of assessments;
- (d) collection of assessments from Unit Owners;
- (e) employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;

- (f) obtaining adequate and appropriate kinds of insurance;
- (g) owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;
- (h) adoption and amendment of rules and regulations covering the details of the operation and use of the Property after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations and which conforms to the requirements of Section 18(b) of the Act, however, no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. No quorum shall be required at such meeting of the Unit Owners;
- (i) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (j) having 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 other Unit or Units.

SECTION 9. Other Powers and Duties. The Board shall also have the following powers and duties:

- (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 engage, if the Board deems desirable, 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; provided however, that the First Board, appointed as provided herein, shall ratify and approve the Management Agreement between the Developer, the Trustee, or its Beneficiary, on behalf of the Association, and Encore Real Estate Company to act as Managing Agent for the Property for a term commencing on the date this Declaration is recorded and terminating two (2) years thereafter at a rate of Eleven and 00/100 Dollars (\$11.00) per Unit per month, for each Unit which has either been conveyed to a Purchaser or which is inhabited by an Occupant, which ratification and approval shall not be subject to the provisions of Article IV, Section 6 hereof;

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

(e) to provide for payments for all debts, obligations, and contracts of the Association and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;

(f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, 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 any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent):

(g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board:

(h) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(i) to acquire such furnishing, equipment, and other personal property for the Common Elements as the Board shall determine are

necessary and proper;

(j) to maintain and repair any Unit if such maintenance and repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Building, and, if a Unit Owner or any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Unit Owner, the Board may levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

(k) the Board or its agent upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable and any damage caused thereby shall be repaired by the Board as a common expense.

(l) the Board may, in accordance with the Act, adopt such reasonable rules and regulations not consistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Unit Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(m) upon authorization by a two-thirds (2/3) vote of the members of the Board or by the affirmative votes of not less than a majority of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful

taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as common expenses.

(n) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners (as said majority is defined in Paragraph 1(m) of the Declaration), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(o) to exercise all other power and duties of the board of managers or Unit Owners as a group referred to in the Condominium Property Act of the State of Illinois, and all powers and duties of a board of managers or a board of directors referred to in the Declaration of these By-Laws.

SECTION 10. Non-Delegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners.

### ARTICLE III

#### Officers

SECTION 1. Designation. At each regular annual meeting, the directors present at said meeting 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 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, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent;
- (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 sees fit to elect.

SECTION 2. Powers. The respective officers 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. Either the President or the Secretary may mail and receive notices and execute amendments to the Condominium Instruments as provided for in the Act and in the Condominium Instruments.

SECTION 3. Term of Office. Each officer shall hold office for the term of one (1) year, and until his successor shall have been appointed or elected and qualified.

SECTION 4. Vacancies. Vacancies in any office shall be filled by the Board by a two-thirds (2/3) vote of the remaining 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 time until the next meeting of Unit Owners or thirty (30) days following the filing of a petition signed by Unit Owners holding 20% of the Association's votes requesting a meeting of the Unit Owners to fill the vacancy for the balance of its unexpired term. Such a meeting shall be called no later than thirty (30) days following the filing of such a petition signed by Unit Owners hold 20% of the Association's votes. Any officer may be removed for cause at any time by vote of two thirds (2/3) of the total membership of the Board at a special meeting thereof.

SECTION 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by the Unit Owners.

#### 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 but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, real estate taxes, and all other common expenses. 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. The annual budget shall also take into account the estimated net available cash income for the year from the lease, operation or use



of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for capital expenditures, in reasonable amounts as determined by the Board. The reserve for capital expenditures shall be held in a segregated account in the name of the Association.

SECTION 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies of the proposed annual budget, together with an indication of which portions are intended for capital expenditures or repairs or payment of real estate taxes, shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the adoption thereof. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by Unit Owners with 20 percent (20%) of the votes of the Association filed with fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners are cast at a meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation. 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. Unless 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 B 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 Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Elements, or the Limited Elements. Each Unit Owner shall receive notice, in the same manner as is provided herein for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment.

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 fiscal year, or any succeeding fiscal 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 occupancy of his Unit, each Unit Owner shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

SECTION 4. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing an itemized accounting of the common expenses for the preceding year actually incurred and paid including capital expenditures or repairs and real estate taxes, together with an indication of which portions were for capital expenditures or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves, and such other information as the Board may deem desirable.

SECTION 5. Supplemental Budget; In the event that during the course of a 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 and limited common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

SECTION 6. Expenditures. Except with respect to such expenditures which (i) are specifically authorized by the Declaration or By-Laws, or (ii) are required by law, or (iii) can be paid from the proceeds of insurance received by or for the account of the Board, or (iv) are immediately necessary for the emergency repair, preservation, safety or protection of the Unit Owners or the Common Elements, the Board shall have no authority to approve or authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of the Twenty Thousand Dollars (\$20,000.00) or any contract for a term of more than four (4) years, unless such expenditure or contract shall have been approved by two-thirds (2/3) of the total votes cast at a meeting called for that purpose.

Any non-recurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessment over the amount adopted shall be separately assessed against all Unit

Owners. Any such separate assessment shall be subject to the approval by the affirmative votes of at least two-thirds (2/3) of the Unit Owners voting at a meeting of unit owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a Unit equal to the greater of five (5) times the Unit's most recent common expense assessment calculated on a monthly basis or \$300.00.

SECTION 7. Lien. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses and limited common expenses, as 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 limited common expenses, when due, the amount thereof together with interest thereon at the rate of 8% per annum or such greater percentage as may then be permitted under the laws of the State of Illinois after said common expenses become due and payable, late charges, reasonable attorneys' fees and cost of collection or amount of any unpaid fine shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit Owner in the Property, provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage held by an insurance company, bank, savings and loan, mortgage broker and FNMA or other lending institution on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses and limited common expenses which are due and payable from and after the date on which such mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or accepts a deed in lieu of foreclosure for its mortgage and causes a receiver to be appointed, in suit to foreclose its mortgage, all as provided in the Declaration. The provisions of this paragraph of this Section 7 shall not be amended, changed, modified or rescinded in any way without the prior written consent of all such lien holders of record. The Association or its successors and assigns, or the Board or its agents, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorneys' fees to be fixed by the Court. Furthermore, if any Unit Owner shall fail or refuse to pay when due his proportionate share of the common expenses or limited common expenses and such Unit Owner withholds possession of his Unit after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to possession of such Unit. The Board and the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Property Act, the Forcible Entry and Detainer Act, the Declaration or these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

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 and Limited Common Elements, specifying and itemizing the common expenses and limited 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 payments 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 Owner.

SECTION 9. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only 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 and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

SECTION 10. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit "B".

SECTION 11. Forbearance. The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

#### ARTICLE V

##### Use and Occupancy Restrictions

SECTION 1. General. 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.

Each Unit Owner shall maintain his Unit 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 on other Units or on the

Common Elements. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets or other article 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 the outside of his Unit, or install outside his Unit any 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 or the written permission of the Managing Agent, acting in accord with the Board's direction. No owner of a Unit shall display, hang, store or use any sign outside his Unit, in a hallway or elsewhere, or which may be visible from the outside of his Unit without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction.

SECTION 2. Animals. No animals shall be raised, bred or kept in any Unit, except for dogs, household cats and small birds owned by Unit Owner, provided said pet is not kept for any commercial purposes, and provided that said pet shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted by the Board, and provided that said pet shall not in the judgment of the Board constitute a nuisance to others. The Board, in its discretion, may adopt rules or regulations prohibiting the keeping of household pets altogether, or limiting the permissible number or kind of animals.

SECTION 3. Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean sanitary manner as prescribed from time to time in rules and regulations of the Board.

SECTION 4. Use by Trustees. During the period of development, construction and sale by the Trustees of any Units, the Trustee and its beneficiary and said beneficiary's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Buildings and Property as may be required for purposes of said development, construction and sale of Units. While the Trustee owns any of the Units and until each unit sold by it is occupied by the purchasers, the Trustee and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

SECTION 5. Storage. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the corridors, hallways, lobby or other common areas, except in such areas, if any, which have been specifically

designated for such purposes.

SECTION 6. Wiring. No Unit Owner shall overload the electrical wiring in a Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accord with the Board's discretion.

#### ARTICLE VI

##### Contractual Powers

No contract or other transaction between this corporation and one or more of its Directors or between this corporation and any corporation, firm or association in which one or more of the Directors of this corporation are directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

- (a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and 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; or
- (b) the contract or transaction is just and reasonable as to the corporation at the time it is authorized or approved.

Common or interested 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 a contract or transaction.

#### ARTICLE VII

##### Amendments

Pursuant to the requirement contained in Declaration Section 26(e)(4), these By-Laws may be amended or modified from time to time by action or approval of sixty-seven percent (67%) of the

total ownership and first mortgage holders of the Common Elements, and such amendment shall be effective upon approval of the Village of Burr Ridge and upon the recording, in the Office of the Recorder of Deeds of DuPage County, Illinois, of a certificate of the Secretary of the Association setting forth the amendment and certifying the requisite percentage vote of the total ownership; provided, however, that no change, modification or amendment which affects the rights, privileges, or obligations of the Developer, the Trustee or its beneficiary shall be effective without the prior written consent of the Trustee or its beneficiary.

#### ARTICLE VIII

##### Indemnification

SECTION 1. General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, and the Board, Developer, Trustee and beneficiary, against all contractual and other liabilities to others arising out of contracts made by or other act of such directors, Board, officers, committee members, Trustee or beneficiary, on behalf of the Unit Owners, or arising out of their status as directors, Board, officers, committee members, Trustee or beneficiary unless any such contract or act is contrary to the provisions of the Declaration or these By-Laws or shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all cost and expenses (including, but not limited to, counsel fees, amounts of judgment 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 such director, officer, Board, committee member, Trustee or beneficiary may be involved by virtue of such persons being or having been such directors, officer, Board, committee member, Trustee or beneficiary; 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, Board, committee member, Trustee or beneficiary; or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, Board, officer, committee member, Trustee or beneficiary.

SECTION 2. Success on Merits. To the extent that the Trustee or beneficiary or a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on

the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein; he shall be indemnified against expenses (including attorneys' fees) actually and reasonable 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 of Directors in the specific case upon receipt of any undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance 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 VIII.

SECTION 4. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising by special assessment or otherwise, any sums required to discharge its obligations under this article, provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committees, Trustee or beneficiary, or out of the aforesaid indemnity in favor of the directors, Board, officers, members of such committees, Trustee or beneficiary, shall be limited to such proportion of the total liability hereunder as said Unit Owners's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the directors, Board, officers, members of such committees, Trustee or beneficiary or by the Managing Agent on behalf of the Unit Owners shall provide that the directors, Board, officers, members of such committees, Trustee or beneficiary or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors 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 or entity who has ceased to be Trustee or beneficiary or a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.



**ARTICLE IX**

## Definition of Terms

The terms used in these By-Laws, to the extent they are defined therein, shall have the same definition as set forth in the Declaration of Condominium Ownership of Chestnut Hills Condominium Association, which Declaration is recorded in the office of the Recorder of Deeds of DuPage County, Illinois.

The term "member", as used in these By-Laws, means "Unit Owner" as defined in the Declaration.

**ARTICLE X**

## Miscellaneous

**Fidelity Bond.** The Board shall require (1) that all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association shall furnish fiduciary insurance coverage which covers the maximum amount of funds that will be in custody of the Association plus the Association reserve funds, the premium cost of which will be paid by the Association and (2) that all management companies who either handle or are responsible for funds held or administered by the Association shall furnish a fidelity bond to the Association which covers the maximum amount of Association funds and the Association reserves that will be in the custody of the management company, the premium cost of which will be paid by the Association, and shall at all times maintain a separate account for each reserve fund, for the total operating funds of the Association managed by the management company and for all other monies of the management company. The management company may hold all operating funds of the Association which it manages in a single operating account but shall at all times maintain records identifying all monies of each Association on such operating account.

**SECTION 2. Applicability of Documents to Lessees of a Unit.** The Declaration, By-Laws, and other Rules and Regulations of the Association and other project documents shall be applicable to any person leasing the unit and shall be deemed to be incorporated in any lease for any unit in the project.

R97- 79361

EXHIBIT D  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
OF

CHESTNUT HILLS CONDOMINIUM ASSOCIATION

LEGAL DESCRIPTION

LOT 16 IN PLANNED UNIT DEVELOPMENT OF PASQUINELLI'S CHESTNUT HILLS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1996 AS DOCUMENT NUMBER R96-169088, IN DUPAGE COUNTY, ILLINOIS

LOT 17 IN PLANNED UNIT DEVELOPMENT OF PASQUINELLI'S CHESTNUT HILLS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1996 AS DOCUMENT NUMBER R 96-169088, IN DUPAGE COUNTY, ILLINOIS

LOT 18 IN PLANNED UNIT DEVELOPMENT OF PASQUINELLI'S CHESTNUT HILLS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1996 AS DOCUMENT NUMBER R96-169088, IN DUPAGE COUNTY, ILLINOIS

LOT 19 IN PLANNED UNIT DEVELOPMENT OR PASQUINELLI'S CHESTNUT HILLS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1996 AS DOCUMENT NUMBER R96-169088, IN DUPAGE COUNTY, ILLINOIS

R97- 79361

EXHIBIT E  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
OF  
CHESTNUT HILLS CONDOMINIUM

ASSIGNMENT OF PARKING STALLS TO UNITS

<u>UNIT #</u>	<u>Garage Stall No.</u>
191601	191601
191602	191602
191603	191603
191604	191604
191701	191701
191702	191702
191703	191703
191704	191704
191801	191801
191802	191802
191803	191803
191804	191804
191901	191901
191902	191902
191903	191903
191904	191904

R97- 79361

EXHIBIT G  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
OF  
CHESTNUT HILLS CONDOMINIUM ASSOCIATION

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MAXIMUM PERCENTAGE OF INTEREST .67247%  
(Pursuant to Declaration paragraph 18(h))

MINIMUM PERCENTAGE OF INTEREST FOR EACH UNIT 35.2238%  
(Pursuant to Declaration paragraph 18(h))



R97- 79361

EXHIBIT F

TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
OF  
CHESTNUT HILLS CONDOMINIUM ASSOCIATION

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LEGAL DESCRIPTIONS OF ADDITIONAL LAND  
(pursuant to Article 18 of Declaration)

LOTS 1-19 AND OUTLOT A EXCEPTING THERE FROM LOTS 16, 17, 18, AND 19  
IN PASQUINELLI'S CHESTNUT HILLS CONDOMINIUMS, BEING A SUBDIVISION  
OF PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH,  
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE  
PLAT THEREOF RECORDED OCTOBER 15, 1996 AS DOCUMENT NUMBER R96-  
169088 IN DUPAGE COUNTY, ILLINOIS.

R97- 79361

EXHIBIT G  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
OF  
CHESTNUT HILLS CONDOMINIUM ASSOCIATION

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MAXIMUM PERCENTAGE OF INTEREST  
(Pursuant to Declaration paragraph 18(h)) .67247%

MINIMUM PERCENTAGE OF INTEREST FOR EACH UNIT  
(Pursuant to Declaration paragraph 18(h)) 35.2238%