

EXHIBIT D

BY-LAWS

OF

INDIAN WOODS TOWNHOMES CONDOMINIUM ASSOCIATION

ARTICLE I

Definitions

1.01 Identified Terms. Unless otherwise expressly defined in these By-laws, all identified terms used in these By-laws shall have the same meanings as such terms are given in the Declaration of Condominium Ownership for Indian Woods Townhomes Condominium (the "Declaration"), which Declaration was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on _____, 1992 as Document No. ~~92122984~~.

1.02 Definition of Members. The terms "member" and "members" used in these By-laws shall mean Unit Owner or Unit Owners.

1.03 Definition of Principals. The term "Principal" used in these By-laws shall mean any of the following persons: An officer or director of any corporation which is a Unit Owner, a beneficiary of any land trust which is a Unit Owner, an officer or director of a corporate beneficiary of any such land trust or a general partner of a partnership which is the beneficiary of any such land trust.

ARTICLE II

Members
(Unit Owners)

2.01 Eligibility. The members of Indian Woods Townhomes Condominium Association, an Illinois not-for-profit corporation, shall consist of the respective Unit Owners of the Property located at 11151-11157 Indian Woods Drive, Indian Head Park, Illinois, in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners. The Association shall have one class of membership and nothing contained in the Declaration or the By-laws shall permit or allow different classes of membership among the Unit Owners.

2.02 Succession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale,

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transfer or other disposition of his Unit Ownership in the Property, his membership in the Association shall automatically be transferred to the Unit Owner succeeding to such Unit Ownership.

2.03 Regular Meetings. Meetings of Unit Owners shall be held at the Property or at such other place in the vicinity of the Property as may be specified in the notice of the meeting. The initial meeting of the Unit Owners shall be held upon not less than ten (10) days' nor more than thirty (30) days' written notice given by the Developer. Such written notice may be given at any time, provided that it is given before a date which is the earlier of (a) sixty (60) days after the date on which seventy-five percent (75%) of the Units are conveyed or (b) three (3) years after the recording of the Declaration. Thereafter, there shall be an annual meeting of the Unit Owners on the second Monday of September following such initial meeting and on the second Monday of September of each succeeding year thereafter, at 7:30 p.m., or at such other reasonable time or date as may be designated by written notice of the Board delivered to the Unit Owners not less than ten (10) days of more than thirty (30) days prior to the date fixed for said meeting.

2.04 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 Unit Owners having at least twenty percent (20%) of the votes entitled to be cast at such meeting. Said special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days and not more than thirty (30) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered. Matters to be submitted at special meetings of the Unit Owners shall first be submitted to the Board, at least ten (10) days prior to the special meeting, who shall then submit the matters to the Unit Owners.

2.05 Notice of Meetings. Except as otherwise provided herein, notices of meetings shall be mailed to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board, provided that any such notice shall be delivered not less than ten (10) days and no more than thirty (30) days prior to the date fixed for such meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

2.06 Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member." A voting member may be a Unit Owner or a Principal of one of the Unit Owners or the Principals in a group composed of all of the Unit Owners of a Unit Ownership or

may be some person designated by a Unit Owner or Unit Owners to act as proxy on his or their behalf and who need not be a Unit Owner or a Principal. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of (a) the death or judicially declared incompetence of any Unit Owner or any beneficiary of a land trust which is a Unit Owner, (b) the dissolution of any corporation which is a Unit Owner or the sole beneficiary of a land trust which is a Unit Owner, (c) the termination of any partnership which is a Unit Owner or the sole beneficiary of a land trust which is a Unit Owner, or (d) by written notice to the Board by the Unit Owner. Any proxy shall be invalid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy and every proxy must bear the date of execution. Any or all Unit Owners or Principals may be present at any meeting of the voting members and (those constituting a group acting as a single voting member) may vote or take any other action as a voting member either in person or by proxy. In the event there is more than one owner of a Unit, there shall be deemed majority agreement among the multiple owners if any one of the multiple owners or a voting member designated in writing by the multiple owners casts the votes allocated to said Unit without protest being made promptly by any of the other of said multiple unit owners to the person presiding over the meeting. In the event of a sale of a Unit by an owner other than the Developer pursuant to an installment sale contract, as defined in Section 1(e), Par. 8.21 of Chapter 29 of Ill. Rev. Stat., the purchaser of said Unit, residing in said Unit shall have all voting rights associated with said Unit unless the Unit Owner expressly retains said voting rights in writing. Satisfactory evidence of the installment contract shall be made available to the Association. The total number of votes of all voting members shall be one hundred (100), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit B of the Declaration. The person designated by the Developer shall be the voting member with respect to any Unit Ownership owned by the Developer. At any time, in the event that thirty percent (30%) or less of the total number of Units control in excess of fifty percent (50%) of the total votes of the Association, any provision herein which requires a vote by Unit Owners holding a certain percentage of the total vote shall require, in lieu thereof, that the percentage required be based on the number of Units rather than the percentage of votes allocable to Units pursuant to their respective percentage of ownership in the Common Elements. A candidate for election to the Board or his representative shall have the right to be present at the counting of ballots of such election.

2.07 Quorum. The presence of voting members in person or by proxy at any meeting of the Unit Owners having twenty percent (20%) of the total votes shall constitute a quorum. Unless otherwise

expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of Unit Owners having a majority of the total votes represented at such meeting; provided, however, that the following matters shall require not less than three-fourths (3/4) of the votes of Unit Owners at a special meeting called for such purpose: (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange, or other disposition of all, or substantially all of the property and assets of the Association; and (iii) the purchase or sale or lease of Units or other real estate on behalf of all Unit Owners.

ARTICLE III

Board of Directors

3.01 Number, Election and Term of Office. The initial Board of Directors designated by the Developer pursuant to the Declaration shall consist of five (5) directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date the Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of Unit Owners held as provided in Section 2.03 hereof. Said initial Board may, on behalf of the Developer, exercise the rights reserved in Section 3.10 hereof. At the initial meeting of Unit Owners, the Unit Owners shall elect the Board consisting of five (5) members. In all elections for members of the Board, each Unit Owner shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting, five (5) Board members shall be elected. Members of the Board shall be elected for a term of one (1) year each. The election and term of office as between candidates receiving the same number of votes shall be determined by lot. Board members are permitted to succeed themselves in office. The voting members having at least three-fourths (3/4) of the total votes may from time to time increase or decrease such number of persons on the Board or may decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3) and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually.

3.02 Qualification. Except for the Initial Board, each director shall be a Unit Owner which has a residence in the Property or a Principal of a Unit Owner which has a residence in the Property. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

3.03 Vacancies. Any vacancy occurring in the Board including vacancies due to any increase in the number of persons on the Board shall be filled by a majority vote of the remaining members thereof, except that a vacant position filled by a person appointed by the Developer shall be filled by a person appointed by the Developer. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director he succeeds. Notwithstanding the foregoing, in the event that a petition signed by Unit Owners having twenty (20%) percent of the total vote is filed with the Board requesting a meeting of the Unit Owners for purposes of electing a new member to the Board to fill the vacancy, such a meeting shall be called by the Board within thirty (30) days of the date said petition was filed, for said purpose.

3.04 Meetings. The Board shall meet at least four (4) times annually, one of the meetings to be held immediately following the regular annual meeting of Unit Owners. Meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than seventy-two (72) hours notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of the meeting or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

3.05 Attendance by Unit Owners. All meetings of the Board shall be open to attendance by any Unit Owner or Principal except for meetings:

(a) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;

(b) to consider information regarding appointment, employment or dismissal of an employee; or

(c) to discuss violations of rules and regulations of the Association or a Member's unpaid share of Common Expenses.

Any vote on the above matters shall be taken at a meeting or portion thereof open to any member. Any member may record the proceedings at meetings required to be open by the Act or these Bylaws by tape, film, or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings. Notices of Board meetings shall be mailed not later than forty-eight (48) hours prior to such meeting unless a written

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waiver of such notice is signed by the Unit Owner entitled to such notice prior to the convening of such meeting. Notices of Board meetings shall be posted at least 48 hours prior to the meeting in one or more locations designated by the Board in proximity to the Units.

3.06 Removal. Except for directors designated by the Developer, any director may be removed from office, with or without cause, by the vote of Unit Owners owning at least three-fourths (3/4) of the total votes at any special meeting called for that purpose. A successor to fill the unexpired term of a director may be elected by the Unit Owners at the same meeting or any subsequent annual meeting or at a special meeting called for that purpose.

3.07 Compensation. Directors shall receive no compensation for their services unless expressly provided for in a resolution duly adopted at any annual or special meeting of the Unit Owners.

3.08 Quorum. A majority of the members of the Board shall constitute a quorum at any meeting of the Board. The Board shall act at meetings by majority vote of the quorum.

3.09 Delivery of Documents. Within sixty (60) days following the election of a majority of members of the Board other than those members designated by the Developer, the Developer shall deliver to the Board the following: (a) all original documents pertaining to the Property and its administration including the Declaration, the Articles of Incorporation for the Association, a minute book containing the minutes of any meetings held by the Association and any rules and regulations governing the property; (b) an accounting by the Developer setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property; (c) any Association funds on hand which shall at all times be segregated from any other funds of the Developer; and (d) a schedule of all personal property, equipment and fixtures owned by the Association, including documents such as invoices or bills of sale, if available, evidencing transfer of title to such property.

3.10 Powers and Duties. The Board shall have the following general 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;

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(c) to, at its option, engage the services of a manager or 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 any agreement for professional management shall provide for termination for cause by the Board upon thirty (30) days written notice thereof and shall have a term not to exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods.

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

(e) to adopt and amend rules and regulations with written notice thereof to all Unit Owners, governing the administration, management, operation, use, conservation and beautification of the Property and the Common Elements and for the health, comfort, safety and general welfare of the Unit Owners;

(f) to pay for painting, cleaning, maintenance, decorating, repair and replacements of the Common Elements (but not including the interior surfaces of the Units and of hallways and doors appurtenant thereto) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper;

(g) to pay for any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for, pursuant to the terms of the Declaration and these By-laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first-class condominium;

(h) to maintain and repair any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the Buildings, and if a Unit Owner 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 delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment

against such Unit Owner for the cost of said maintenance or repair;

(i) to provide the services provided by the Association on behalf of all Unit Owners as provided for in the Declaration;

(j) to employ the services of any person or firm to act on behalf of the Unit Owners in connection with real estate taxes and special assessments on the Units, and in connection with any other matter where the respective interests of the Unit Owners are deemed by the Board to be similar and not adverse to each other, the cost of such services to be a Common Expense;

(k) 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 such powers to the manager or managing agent (and any such employees or other personnel who may be employees of the managing agent);

(l) to pay for water, waste removal, electricity, gas, telephone and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units;

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

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

(o) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners, as expressed in the resolution duly adopted at any annual or special meeting of the Unit Owners;

(p) to settle all disputes between Unit Owners with regard to adjoining Limited Common Elements;

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(q) upon reasonable notice, the Board or its agents, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible to make emergency repairs as may be necessary to prevent damage to the Common Elements or to any adjoining Unit or Units;

(r) to represent the Association at meetings of the Master Association and exercise all powers and duties associated with the Master Association; and

(s) to exercise all other powers and duties of the board of managers of Unit Owners as a group referred to in the Act, and all powers and duties of the Board of Directors referred to in the Declaration or these By-laws.

3.11 Limitations. The Board's powers hereinabove enumerated shall be limited as follows:

(a) the Board shall have no authority to acquire and pay for out of reserves any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of the Declaration or unless required for emergency repair, protection or operation of the Common Elements) requiring an expenditure in excess of Twenty-five Thousand and No/100 (\$25,000.00) Dollars, without in each case the prior approval of Unit Owners owning at least three-fourths (3/4) of the total ownership interests in the Common Elements; and

(b) the Board may not enter into a contract with a current member of the Board or with a corporation or partnership in which a member of the Board has twenty-five (25%) percent or more interest, unless notice of intent to enter into the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into said contract and the Unit Owners are afforded an opportunity, by filing a petition signed by twenty (20%) percent of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition.

3.12 Agreement. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written

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resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or any Vice-President and countersigned by the Treasurer of the Board. The managing agent of the Property, if any, may be authorized to execute those documents required to enable it to perform its duties under its management agreement.

3.13 Rights of Developer. Prior to the election by voting members of the first Board, the Developer shall, subject to the terms of the Declaration, have the authority to enter into service contracts with respect to any part of the Common Elements, all upon such terms as the Developer deems appropriate.

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

ARTICLE IV

Officers

4.01 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 officer of the Board and the Association and who shall be designated to mail and receive all notices and execute all amendments as provided in the Declaration, these By-laws or the Act;

(b) a Secretary, who shall be a director and 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;

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

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

4.02 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.

4.03 Term of Office. Each officer shall hold office for a term of one (1) year and until his successor shall have been appointed or elected and qualified. Officers are permitted to succeed themselves in office.

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

4.05 Compensation. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted at any annual or special meeting of the Unit Owners.

ARTICLE V

Assessments

5.01 Annual Budget. Each year on or before August 1st, the Board shall cause to be prepared an estimated annual budget for the ensuing calendar year. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, including but not limited to such things as salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, landscaping, insurance, fuel, power and all other Common Expenses, as deemed necessary by the Board together with a reasonable amount considered by the Board to be necessary for a reserve for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of reserves, the Board shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life of the Common Elements; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on Unit Owners, and on the market value of the Units, of any assessment increase needed to fund reserves; and (v) the ability of the Association to obtain financing or refinancing. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements, if any. To the extent that the assessments and other cash income collected from the

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Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. A copy of the estimated annual budget for each fiscal year shall be furnished to each Unit Owner on or before August 15th of each year; provided, however, that such estimated annual budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. Said estimated annual budget shall indicate which portions thereof are intended for reserves, capital expenditures or repairs and payment of real estate taxes. Each Unit Owner shall receive notice in the manner provided for in Section 2.05 above of any meeting of the Board concerning the adoption of the estimated annual budget or any increase or establishment of the assessment. In the event that an adopted budget increases the assessments against the Unit Owners in any fiscal or calendar year by one hundred fifteen (115%) percent of the assessments for the preceding year, the Board, upon written petition by Unit Owners having twenty (20%) percent of the total votes and filed within fourteen (14) days of the Board action adopting said budget, shall call a meeting of the Unit Owners to consider the budget, which meeting shall be held within thirty (30) days of the date of filing said petition. Regardless of whether a quorum is present at said meeting and upon failure of a majority of Unit Owners present at said meeting to vote to reject the budget, the budget shall be deemed ratified. In determining whether assessments exceed one hundred fifteen (115%) percent of assessments for the prior year, any authorized provisions for reasonable reserves for repair or replacement of the Property and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis shall be excluded from the computation.

5.02 Assessments. On or before January 1st of the ensuing year and the first of each succeeding month of said year, 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. Such proportionate share for each Unit Owner shall be in accordance with the provisions of Article VII 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 of the Property, if any, or as may be otherwise directed by the Board.

5.03 Initial Budget. The initial Board appointed by the Developer shall determine and adopt, prior to the conveyance of the first Unit hereunder, the "estimated budget" for the initial period

commencing with the first day of the month in which the sale of the first Unit is closed and ending on December 31st of the calendar year in which such sale occurs and shall continue to determine the "estimated budget" for each succeeding calendar year until such time as the first Board elected hereunder takes office. Assessments shall be levied against the Unit Owners during said periods as provided in Section 5.02 of this Article.

5.04 Annual Reports. On or before April 1st of each calendar year, the Board shall cause to be furnished to each Unit Ownership an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget for the preceding year, and showing the net excess or deficit of income over expenditures plus reserves; and such other information as the Board may deem desirable. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting. Audited financial statements may be obtained by the Board at its option, the cost of which will be a Common Expense.

5.05 Reserve for Contingencies and Replacements - Supplemental Budget. The Board shall build up and maintain a reasonable reserve for contingencies and replacements, which reserve shall be segregated and allocated for specific purposes. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of the contingency and replacement reserve which remains unallocated. If the "estimated budget" proves inadequate for any reason or in the event a non-recurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. Any such separate assessment, if it involves proposed expenditures resulting in a total payment assessed to a Unit equal to the greater of (i) five (5) times the Unit's most recent monthly assessment; or (ii) THREE HUNDRED AND NO/100 (\$300.00) DOLLARS, shall be subject to the affirmative vote of at least two-thirds of the voting members voting at a meeting of Unit Owners duly called for the purpose of approving such separate assessment.

5.06 Lien. It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses, in the proportions set forth in Article VII of 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 when due, the amount thereof together with any interest, late charges, reasonable attorney fees for services actually incurred prior to the initiation of any court action and costs of collection shall constitute a lien 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 on the interest of such Unit Owner, owned or held by a bank, insurance company, savings and loan association, other lender or institutional holder of first mortgages except for the amount of the proportionate share of Common Expenses which become due and payable from and after the date on which the said mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), files suit to foreclose its mortgage, or causes a receiver to be appointed. 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 suits and other fees and expenses, together with legal interest and reasonable attorneys' fees to be fixed by the court. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration or these By-laws or which may be available at law or in equity for the collection of all unpaid assessments.

5.07 Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. The Board shall, upon receipt of ten (10) days written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner. Unit Owners shall be permitted to inspect the financial books and records of the Association, at any reasonable time or times and for any proper purpose, within seventy-two (72) hours after receipt by the Association of a written request for examination thereof. No Unit Owner shall be denied such a request to examine the records as provided above.

5.08 Discharge of Liens. A Unit Owner is not authorized to act in any manner so as to cause any purported mechanic's lien to be asserted against a Common Element. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against a

particular Unit only. When less than all the Unit Owners are responsible for the existence or assertion 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. Nothing herein shall be deemed an authorization of a Unit Owner to cause any such lien to attach to a Common Element.

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

5.10 Initial Deposit for Contingencies, Replacements and Insurance. At the time the initial sale of each Unit is closed, the purchaser of the Unit shall pay to the Association an amount equal to three (3) times the first full monthly assessment for such Unit plus an amount equal to a proportion of the annual insurance premium for the insurance described in Section 6.01 of the Declaration computed in accordance with the respective percentage of ownership interest in the Common Elements of the Property owned by the respective Unit Owner. This sum shall be used to initially fund the reserve for contingencies and replacements described in Section 5.05 hereof and insurance. This payment shall not be refundable or be applied as a credit against the Unit Owner's monthly assessments.

5.11 Non-Use and Abandonment. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

ARTICLE VI

Amendments

Except as provided otherwise in the Declaration, these By-laws may be amended or modified from time to time by action or approval of Unit Owners owning at least three-fourths (3/4) of the total ownership interest in the Common Elements as set forth in Exhibit C of the Declaration; provided, however, that no amendment or modification of these By-laws shall conflict with the Declaration or the Act, and provided further, that no provision of these By-laws affecting the rights, privileges or duties of the Developer may be amended or modified without their respective written consents.

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Any amendments or modifications of these By-laws made in accordance with this Article VI shall become effective upon the recording of same.

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EXHIBIT "E"

LEGAL DESCRIPTION OF
ADDITIONAL CONDOMINIUM AREA

That part of the west half of the northwest quarter of Section 29, Township 38 North, Range 12 East of the Third Principal Meridian, described as follows: beginning at a point in the west line of said Section 29, 1069.02 feet north of the east and west quarter section line of said section; thence easterly a distance of 993.90 feet to a point, which is 1068.36 feet north from the east and west quarter line of said section; thence north 263.07 feet to a point 993.40 feet east of the west line of said Section 29; thence west 993.40 feet to a point in the west line of said section, 263.07 feet north of the place of beginning; thence south 263.07 feet to the place of beginning, in Cook County, Illinois.

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