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DECLARATION OF CONDOMINIUM OWNERSHIP AND
EASEMENTS, RESTRICTIONS, AND COVENANTS FOR
RUTH LAKE WOODS CONDOMINIUMS
AND
DECLARATION OF BY-LAWS FOR
RUTH LAKE WOODS CONDOMINIUM ASSOCIATION

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THIS DECLARATION is made by Harris Bank Hinsdale, not personally but solely as Trustee (the "Trustee") under a Trust Agreement dated February 27, 1986 known as Trust Number L 1201.

W I T N E S S E T H:

A. The Trustee is the holder of legal title to the following described parcel of real estate situated in the County of DuPage, State of Illinois:

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That part of the South 20 acres of the East 1/2 of the South East 1/4 of Section 14, Township 38 North, Range 11, East of the Third Principal Meridian, Lying East of the following described line: Beginning at a point on the South line of said South East 1/4, 668.37 feet West of the South East corner thereof; Thence North along a line perpendicular to said South line, 408.24 feet to a point of curvature; Thence North-easterly along a curved line concave to the South East, having a radius of 96.00 Feet, for a distance of 125.50 feet; Thence North along a line perpendicular to said South line, 158.61 feet to a point on the North line of said South 20 acres, 594.00 feet West of, as measured along said North line, the North East corner thereof being the terminus of said line, all in DuPage County, Illinois.

Permanent Index No.: 09-14-400-004

B. The Trustee desires and intends by this Declaration to submit the Property (as hereinafter defined) to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time.

C. The Trustee further desires and intends by this Declaration to establish for its own benefit and for the benefit of all future owners and occupants of the Property, and each part thereof, certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof.

Prepared by: Wiedner & McAuliffe, LTD
Attys at Law
111 W. Washington St.
CHGO

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D. The Property shall from and after the date of the recording of this Declaration be known as RUTH LAKE WOODS CONDOMINIUMS or such other name as may be subsequently adopted pursuant to the Act (as hereinafter defined) by the Board (as hereinafter defined.)

E. The Trustee desires and intends by this Declaration to declare that the owners, mortgagees, occupants and other persons acquiring any interest in the Property shall at all times enjoy the benefits of and shall at all times hold their interests subject to the rights, easements, privileges and restrictions hereafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership, and to facilitate the proper administration of the 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 holder of legal title to the aforescribed real estate and for the purposes above set forth DECLARES AS FOLLOWS:

ARTICLE I
Definitions

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

- 1.01 Act means the Condominium Property Act of the State of Illinois, as amended from time to time.
- 1.02 Association means The Ruth Lake Woods Condominium Association, an Illinois not-for-profit corporation.
- 1.03 Balcony or Patio means the portion of the Common Elements designated as a "balcony" or "patio."
- 1.04 Board means the Board of Directors of the Association.
- 1.05 Buildings means all structures, attached or unattached, containing one or more Units constructed at any time on the Parcel.
- 1.06 By-Laws means the By-Laws of the Association which are set forth in this Declaration, as may be amended from time to time.
- 1.07 Closing means the date on which title to a Unit Ownership is conveyed by the Trustee to a Purchaser.

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1.08 Common Elements means all portions of the Property except the Units, including the Limited Common Elements.

1.09 Common Expenses means the proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.

1.10 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.

1.11 Declaration means this instrument by which the Property is submitted to the provisions of the Act, and all Exhibits attached to this instrument and all amendments to this instrument and of certain Easements and Reciprocal Rights for the Complex, as amended from time to time.

1.12 Detention Pond means the property located on the King-Bruwaert Property which has been improved for a storm water detention pond. The Trustee shall be granted an easement for the use of this pond to benefit and serve the Property.

1.13 Developer means Ruth Lake Woods Inc., an Illinois Corporation, including any successor or successors to the entire interest of such party in the Property other than the purchaser of an individual unit.

1.14 King-Bruwaert House means the King-Bruwaert House, an Illinois not-for-profit corporation located in Hinsdale, Illinois and is the entity which conveyed the Property to the Trustee.

1.15 King-Bruwaert Property means that property adjacent to the Property owned by the King-Bruwaert House. This parcel is sometimes referred to as the Godair parcel and consists of approximately 10.01 acres of attached single family homes legally described on Exhibit A.

1.16 Limited Common Elements means a portion of the Common Elements designed to serve, or designed on the Plat as reserved for the benefit of, or, to the extent permitted by law, established by the By-Laws or rules and regulations of the Board as reserved for the benefit of, a single Unit or adjoining Units. The Limited Common Elements include, without limitation, all Limited Common Elements (as defined in Section 3.03 hereof and all patios and decks (including related fencing) installed by Developer, walkways and driveways serving individual units and such portions of the perimeter walls, ceilings, doors and windows and all associated fixtures and structures therein, as lie outside the Unit boundaries. To the extent permitted by law, the Board may by rules and regulations from time to time designate other portions of the Common Elements as Limited Common Elements

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appurtenant to a Unit Ownership or Unit Ownerships as may serve exclusively a single Unit or group of contiguous Units, or all of Common Elements may be transferred between Unit Owners subject to limitations and restrictions imposed by the Act, the By-Laws and rules and regulations of the Board.

1.17 Majority of Unit Owners means those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

1.18 Occupant means a person in possession of a Unit regardless of whether such person is a Unit Owner.

1.19 Parcel means the entire tract of land legally described on page 1 of this Declaration, submitted to the provisions of the Act.

1.20 Parking Area means such portion of the Common Elements designated as a Parking Area by the Developer, Trustee or Board of Managers.

1.21 Parking Space means a portion of the Parking Area intended for the parking of one motor vehicle.

1.22 Person means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real estate.

1.23 Plat means the Plats of Survey attached to this Declaration as Exhibits B and B.1 together with all authorized amendments thereto made from time to time pursuant to the provisions of this Declaration.

1.24 Property means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including without limitations, the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

1.25 Purchaser means any Person other than the Trustee or the Developer who purchases a Unit in a bona fide transaction for value.

1.26 Reserves means those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board of the Condominium Instruments.

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1.27 Storage Area means a portion of the common Elements intended for the storage of items of personal property by an Occupant.

1.28 Termination Date means the date as of which neither the Trustee nor Trustee's affiliates (or any of them) have any further interest of record in the Property as an Owner, mortgagee or contract purchaser.

1.29 Trustee means Harris Bank, as Trustee under Trust Agreement dated February 27, 1986 and known as Trust No. L1201. Declarant may delegate any or all of its rights, powers and privileges hereunder to any person, partnership, corporation, firm or other entity.

1.30 Unit means a part of the Property, designed or intended for any type of independent use, as set forth on the Plat attached hereto as Exhibits B and B.1, which Plat is being recorded simultaneously with the recording of this Declaration. Each unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat; provided, however, that no structural components of a Building and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming a part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of said Unit.

1.31 Unit Owner means the Person or Persons whose estates or interests individually or collectively, aggregate fee simple absolute ownership of a Unit.

1.32 Voting Member means the person entitled to exercise all voting power in respect to a Unit Ownership.

1.33 Water System means the private fresh water system which services the King-Bruwaert Property and the Property and which will continue to service said properties in accordance with this Declaration.

ARTICLE II Units

2.01 Description. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit C attached hereto. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol and every such description shall be deemed

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good and sufficient for all purposes. The Legal description of each Unit shall be recorded upon the completion of the Unit, as an amendment to the Plat.

2.02 Combination of Units. No Unit Owner (other than the Trustee) shall, by deed, plat, court decree or otherwise, combine or subdivide or in any other manner cause any Unit owned by such Unit Owner (other than the Trustee) to be separated into any tracts or parcels different from the whole Unit as shown on the Plat. Notwithstanding the foregoing, the Trustee shall have the right at any time and from time to time to combine any part or all of a Unit or Units owned by the Trustee for the purpose of increasing the size of Unit or Units owned by the Trustee and eliminating or reducing the size of another Unit or other Units owned by the Trustee, and the Trustee shall have the right in connection therewith to, at the Trustee's own expense, locate or relocate Common Elements affected or required by such combination.

ARTICLE III Common Elements

3.01 Description. The Common Elements include, without limitation, the land, parking areas, walls, common open space, but not including balconies, patios, decks, walkways driveways and parking spaces constituting Limited Common Elements, recreational facilities, mechanical equipment areas, storage areas, garage areas, boilers, the "boiler room," roofs, master television antenna system, if any, (whether leased or owned), incinerator, 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), heating cooling and ventilating systems (except those individual heating, cooling and ventilating systems or equipment entirely within a Unit and serving only such Unit and each sleeve air-conditioner serving only such Unit), public utility lines, structural parts of each of the Buildings, outside walks and driveways, all other roads, streets, sidewalks, walkways and other rights-of-way designed or intended for vehicular or pedestrian traffic which may now or hereafter be installed or constructed within any part of the Property, landscaping and all other portions of the Property except the Units.

3.02 Ownership of Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner as set forth in Exhibit C attached hereto. The percentage of ownership interests set forth in such Exhibit C have been

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computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by a recorded amendment to this Declaration signed by the Trustee if the change in percentage of ownership interests is part of a subdivision or combination by the Trustee pursuant to Paragraph 2.02 of Article II of this Declaration of a Unit or Units owned by the Trustee, or signed by the persons or entities required under the provisions of this Declaration. Each of such ownership interests 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 or 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.

3.03 Limited Common Elements. The roofs, balconies, patios, exterior walls and other structural components of each Building, and the driveways and other exterior facilities in the Common Elements designed to serve only the occupants of a single Building shall be Limited Common Elements appurtenant and assigned to the Unit Ownerships in that Building. At the discretion of the Board, the cost of maintenance, repairs, replacements, alterations or additions and improvements of the Building Limited Common Elements serving and benefiting a single Building may be assessed in whole or in part to the Owners of Units in that Building and the Board may require such Unit Owners to arrange for and pay the cost of such maintenance, repairs and replacements in the manner provided for in Section 3.04 of this Declaration. If the Board elects to assess all of the Unit Owners in a Building pursuant to this Section 3.03, each Unit Owner shall be deemed benefited by such Limited Common Element, and such assessment shall be pro-rated to such Unit Owner, in the proportion which his percentage interest in the Common Elements bears to the aggregate percentage interests appurtenant to all of the Units in such Building.

3.04 Maintenance and Improvement of Limited Common Elements. At the discretion of the Board, the cost of maintenance, repairs, replacements, alterations, additions and improvements of the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby and further, at the discretion of the Board, it may direct such benefited Unit Owners to arrange for such maintenance, repairs and replacements in the name and for the account of such benefited Unit Owners, to pay the cost thereof with their own funds, and to procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that

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may arise therefrom. Until the Board shall otherwise so direct, the Limited Common Elements to be so maintained, repaired and replaced by benefited Unit Owners shall consist of: (i) all glass within windows, window wells, and exterior doors; (ii) all exterior lighting fixtures and related wiring (including replacement of light bulbs); (iii) patios, decks, and related fencing installed by Developer or designated as Limited Common Elements by the Board; (iv) electric and gas lines connecting any unit with a meter which serves only one unit; (v) the sanitary sewer line connection between any unit and its junction with the manhole in the Building courtyard; and (vi) water lines connecting any unit to the shut-off valve located outside of said unit.

3.05 Use of Common Elements in General. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements appurtenant to other Units and the portions of the Property subject to leases made by the Trustee, the Developer or the Board) "in common with" all other Unit Owners, as may be required for the purpose of access, ingress to, egress from, use, occupancy and enjoyment of the Unit by such Unit Owner. Such right to use the Common Elements shall extend to not only each Unit Owner, but also to such Unit Owner's agents, servants, tenants, lessees, family members, customers, invitees and guests. Each Unit Owner shall have the right to the exclusive use and possession of such Balcony or Patio, and other Limited Common Elements contiguous to and adjoining the Unit owned by such Unit Owner. Each Unit Owner who has been granted an exclusive perpetual license to use a driveway or one or more parking spaces shall have the right to the exclusive use and enjoyment of said driveway and parking spaces. Such rights to use the Common Elements and Limited Common Elements shall be subject to and governed by the provisions of the Act, the Condominium Instruments and the rules and regulations of the Board. In addition, subject to the provisions of the Condominium Instruments and the Act, the Board shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements. All income derived by the Board from leases, concessions or other sources shall be held and used for the benefit of the members of the Association pursuant to such rules and regulations as the Board may adopt or prescribe.

3.06 Use of Parking Spaces. The Trustee reserves and shall have the right at any time and from time to time prior to the sale and conveyance by the Trustee of all Unit Ownerships to grant in the Trustee's sole discretion to any Unit Owner an exclusive perpetual license to use a driveway or one or more Parking Spaces designated by the Trustee. Each Unit Owner who has been granted an exclusive perpetual license to use one or more parking spaces shall have the right to the exclusive use and enjoyment of said driveway or parking spaces. Such exclusive license shall, at the Trustee's option, be appurtenant to the Unit owned by such Unit Owner and pass with title to such Unit. Each time the Trustee exercises the right to grant an exclusive

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license to a Unit Owner for a driveway or one or more Parking Spaces, the Trustee shall give the Board notice of the name of the Unit Owner to whom the Trustee has granted such exclusive license and the designation of the driveway or Parking Space(s) which have been so licensed. Such notice shall be conclusive and binding upon the Board, the Association and all other Unit Owners as to the exclusive rights of the Unit Owner designated in such notice in and to the designated Parking Space(s). Subject to the foregoing the Board may prescribe such rules and regulations with respect to driveway or Parking Spaces as the Board may reasonably deem necessary and appropriate. Except as herein provided, no Owner or Occupant shall permanently or temporarily park or store in the Common Areas, or in any other portion of the Property, any boat, airplane, helicopter, house trailer, camper or recreational vehicle. Parking in parking areas of the Complex shall be limited to conventional passenger automobiles, motorcycles, bicycles or other vehicles reasonably required for the transportation of the Owners and Occupants of the Property, their employees, agents and invitees, and all parking shall be subject to the rules and regulations of the Association. Owners and Occupants shall be permitted to park Commercial Vehicles in such portions of the parking areas of the Complex as are designated by Trustee or the Association for the parking of such vehicles, subject to the rules and regulations of the Association. "Commercial Vehicles" shall include all automobiles, trucks, trailers, or other vehicular equipment which shall (i) have signs or other printed material on the body of said vehicles advertising or making other reference to any commercial undertaking and/or (ii) be used in connection with, and in the ordinary course of, a business conducted on the Property.

3.07 Disclaimer of Bailee Liability. Each Unit Owner shall be responsible for such Unit Owner's personal property located in the Common Elements. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, any Unit Owner, the Developer nor the Trustee shall be (i) considered a bailee of any personal property stored in the Common Elements (including without limitation, property located in the Parking Areas and vehicles parked in the Parking Areas) whether or not exclusive possession of any particular area shall be given to any Unit Owner for storage or parking purposes, or (ii) responsible for the security of such personal property or for any loss or damage thereto whether or not due to negligence.

ARTICLE IV

General Provisions As To Units And Common Elements

4.01 Submission of Property to the Act. The Property is hereby submitted to the provisions of the Act.

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4.02 Submission of Additional Property. Trustee reserves the right, which right may be exercised without condition precedent and in Trustee's sole discretion (except as hereinafter specifically set forth), to submit any Additional Property, or any portion or portions thereof, to the terms and provisions of this Declaration by recording in the Office of the Recorder of Deeds of DuPage County, Illinois one or more "Supplemental Declarations of Covenants, Conditions and Restrictions and of Certain Easements and Reciprocal Rights for the Ruth Lake Woods (each of which is hereinafter referred to as a "Supplemental Declaration)". All owners of the Property, and all parties hereafter acquiring any interest therein, acknowledge and agree that the Property shall be subject to the foregoing right of Trustee to submit all or portions of any Additional Property to this Declaration and that, in the event of such submissions, the covenants, conditions, restrictions, easements, rights and privileges herein established, together with the duties and obligations herein imposed, shall inure to the benefit of, and be binding upon, the various purchasers, owners, mortgagees, lessees and grantees of the portions of any Additional Property so submitted. Any Supplemental Declaration may contain such additions, modifications and amendments to this Declaration, to be applicable solely to the portions of any Additional Property so submitted, as Trustee may deem necessary or desirable, provided that the same (i) are consistent with the general scheme and concept of this Declaration; (ii) are in compliance with requirements of law and all applicable governmental requirements and regulations; and (iii) do not impose an undue burden upon or create an unreasonable hindrance to the development and enjoyment of any portion of the Property or the King-Bruwaert Property. Trustee's right to submit any Additional Property, or any portion or portions thereof, to this Declaration and to burden the Property, and the various portions thereof, for the use and benefit of the Additional Property shall run with the land and shall survive Trustee's transfer or other disposition of the Property, or of any portion thereof, provided that said right shall automatically extinguish on the Termination Date.

4.03 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to Unit Ownership owned by such Unit Owner without including therein both the interest in the Unit and the corresponding percentage of ownership in the Common Elements owned by such Unit Owner, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

4.04 Trustee's Maintenance Obligations.

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a) Until Trustee shall have assigned its rights and obligations with respect to the Common Areas to the Association in accordance with Section 4.08 hereof, Trustee shall maintain, repair, replace and renew the Common Areas, or cause the same to be maintained, repaired, replaced or renewed in a clean, sightly, safe and first-class condition. Such obligation, to the extent not delegated by this Declaration or otherwise to the County or other governmental authority or public utility or to the Owners of the Properties, shall include (i) the repair, replacement, renewal and cleaning of all exterior lighting fixtures, signs, entrance monuments and markers, decorative fence, traffic control signals and signs; (ii) the mowing, watering, fertilizing, weeding, replanting and replacing of landscaping; (iii) the operation, maintenance, repair, replacement and renewal of all facilities located in the Utility Easements and (iv) the repair, replacement, cleaning, and maintenance of the parking areas and the Rights-of-Way within the Complex, including without limitation cleaning, snow removal, striping, lighting, drainage, curb and gutter maintenance, resurfacing and landscaping, when and as required; and (v) all other maintenance necessary to keep the Complex in a safe, clean and sightly condition. The maintenance of dedicated streets (if any) shall exclude repairs or reconstruction of such streets.

(b) Water Detention Pond. The storm water detention pond ("Detention Pond") located on the King-Bruwaert Parcel shall be expanded by and at the cost of the Trustee in order to service the Property. Upon completion of the expansion, not later than December 31, 1987, the maintenance of the Detention Pond shall be maintained in the same fashion as the Common Elements. Said maintenance shall be in accordance with Section 4.04(a) and include spraying for insects, water purifying equipment, and maintenance of the banks and landscaped table lands.

After completion of the expansion by the Trustee, the Detention Pond and all landscaping shall be restored or replaced by the Trustee pursuant to Plans submitted and approved by King-Bruwaert. The Trustee shall also provide appropriate liability and workmen's compensation insurance, naming King-Bruwaert as an additional insured, while performing construction work on the Detention Pond, Private Water System, Sanitary Sewer or Common Areas of the Property or King-Bruwaert Parcel.

(c) Sanitary Sewer - Private Water System. The Trustee shall also have the right, at its sole cost and expense, to reconstruct, remove or replace existing sanitary sewer, storm sewer, fresh water supply lines and all equipment or tanks used in the fresh water system as reasonably necessary to serve the Trustee's Property. Such reconstruction and replacement shall be subject to the prior approval of the King-Bruwaert engineer and shall not, in any way, obstruct or interfere with the water and sewer service to or from the King-Bruwaert Parcel. Upon comple-

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tion of the work, the water system located on the Property shall become a part of the Common Maintenance.

4.05 Common Maintenance

a) The Trustee or Association shall at all times maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed all Improvements on the Property so as to keep the same in a clean, sightly, safe and first-class condition consistent with its originally approved appearance and condition. The maintenance responsibilities with respect to the Property shall include, but not be limited to, the maintenance, repair and painting of all visible exterior surfaces of all Buildings and other Improvements and, (i) the prompt removal of all paper, debris and refuse from all areas of the Parcel; (ii) the maintenance; repair and restoration of parking areas; (iii) the repair, replacement, cleaning and relamping of all exterior signs and lighting fixtures; and (iv) the mowing, watering, fertilizing, weeding, replanting and replacing of all landscaping.

b) If any Improvement is damaged or destroyed, the Trustee or Association shall promptly restore the same to the condition existing prior to such damage or destruction.

4.06 Easements for Common Maintenance. Perpetual non-exclusive easements for ingress and egress over, under, across, in and upon the Property and King-Bruwaert Parcel are hereby declared, created and reserved by the Trustee and King-Bruwaert for the benefit and use of themselves, the Association, the County and any utility companies serving the Property, as the case may be, their respective successors and assigns, agents and employees, to provide reasonable access to the Common Areas and to the other portions of the Property for the purposes of performing the maintenance required under the foregoing Section 4.04.

4.07 Payment of the Costs of Maintenance. The Costs of Maintenance for the Common Areas and facilities shall be as follows:

a) The Cost of Maintenance attributable to the Detention Pond (see Section 4.04), (b)) after all construction has been completed and paid for by the Trustee, shall be paid fifty (50%) percent by the Trustee or Association and fifty (50%) percent by King-Bruwaert.

b) The Cost of Maintenance attributable to the Private Water System (see Section 4.04 (c)) after all construction has been completed and paid for by the Trustee, shall be paid fifty-seven (57%) percent by Trustee or Association and forty-three (43%) percent by King-Bruwaert.

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c) The Trustee or Association shall maintain all books and records pertaining to the Common Area Maintenance cost attributable to King-Bruwaert. All such books and records shall be maintained in accordance with standard accounting procedures and be available for review and/or audit by King-Bruwaert upon three (3) days' written notice to the Trustee or Association.

4.08 Transfer of the Common Areas to Association and the Assignment of Trustee's Rights and obligations to Association. Trustee may at any time and from time to time: (i) convey to the Association all or any part of Trustee's right, title and interest (if any) in and to the Common Areas; and (ii) either separately or together with such conveyance, and at the same or a different time, assign to the Association all of its duties and obligations relating to maintenance of Common Areas. From and after the Termination Date, all of Trustee's duties and obligations relating to maintenance of Common Areas shall terminate and vest in the Association, and Trustee shall forthwith convey to the Association the Common Areas not otherwise dedicated or contained within a Property.

4.09 Easements Reserved By The Trustee And Developer. The Trustee and Developer and each of their agents, employees contractors, guests, invitees and licensees shall have the right and easement at all times to use the Common Elements for the following purposes: (i) to perform any construction, maintenance, repair, renovation, restoration or rehabilitation of, in or under all or any part of the Property which the Trustee or Developer desires to perform (ii) for the purpose of selling, displaying and having ingress to and egress from one or more of the Units and (iii) for the purpose of erecting, maintaining and displaying one or more of the signs desired by Developer which must be approved by King-Bruwaert, but said approval may not be unreasonably withheld. Nothing in this Declaration shall in any way affect, alter, modify, amend or terminate the Declarations of Grant of Easements and covenants and restrictions signed by the Trustee and recorded prior or at the time of recording of this Declaration. All of the foregoing are also covenants running with the land at law as well as at equity and are binding upon the grantees and assignees of Trustee and Trustee and upon all present and future persons owning or having interest in the Parcel or in the Property or any portion thereof.

4.10 Cable Television Easements. The Trustee, at any time prior to the sale and conveyance by the Trustee of all Unit Ownerships, and the Board of Managers upon a majority of more than 50% of the Unit Owners at a meeting of Owners duly called for such purpose, may authorize and effectuate a grant of an easement for the laying of cable television cable; provided, however, that the grant of any such easement shall be in full accordance with the terms, conditions and provisions of any applicable Municipal or County ordinances of the County of DuPage.

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4.11 Easements To Run With Land. All Easements and rights described in this Article IV are easements and rights appurtenant running with the land, and in perpetuity shall remain in full force and effect and inure to the benefit of each person or entity specified in this Article IV in whose favor such easement is granted, and be binding on the Property and each Unit Owner, purchaser, mortgagee and other Person having an interest in the Property or any part 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 Declaration shall be "sufficient" to "create and reserve such easements and rights to the respective grantees as fully and completely as though such easements and rights were received fully and set forth in their entirety in such documents.

4.12 Maintenance of Drainage Ways. No Owner of any Parcel shall alter or build upon, or modify the topography of, said Parcel in such a way as to create puddles of free standing water on any portion of the Property or so as to otherwise impede the natural flow of storm water run-off, provided, however, that where a natural condition or accumulation of storm or surface water exists on any Parcel for an extended period of time, the Owner of such Parcel may take such steps with the prior written approval of Trustee or the Association, as shall be necessary to remedy such condition provided that no alteration or diversion of such natural flow proposed by said Owner shall cause damage to other portions of the Property and provided further that the same is undertaken in conformance with the ordinances, rules and regulations of the County and of state and federal law.

4.13 Limitation on Street Curb Cuts. All points of ingress and egress to and from the Property shall be as depicted on Trustee's master site plan for the Complex. No Owner shall, without the prior written consent of Trustee or the Association, seek permission from the County, the State of Illinois or any other governmental or quasi-governmental agency or authority, to construct additional points of ingress and egress to or from the Property from either 63rd Street or Madison Avenue.

ARTICLE V Landscaping

5.01 The Complex shall initially be landscaped in accordance with the Landscape Plans prepared by Rolf C. Campbell & Associates, Inc. titled, "Master Landscape Plan" dated July 11, 1986 and revised July 24, 1986 as Job No. 8606, attached hereto as Exhibit "D" (hereinafter referred to as "M.L.P.").

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5.02 Upon completion of the Master Landscape Plan, every parcel on which a building or other improvement shall be landscaped and maintained in a park-like manner which conforms with this Declaration and with any requirements of the County or the Trustee.

5.03 Landscaping surrounding each building shall be installed in accordance with M.L.P. within ninety (90) days following substantial completion of said Building constructed on each Parcel and the receipt of an occupancy permit from the County for said Building. In the event weather or construction conditions do not permit the completion of landscaping as herein provided, then the same shall be completed as soon thereafter as such conditions permit.

ARTICLE VI
Easements for Ingress and Egress

6.01 Reservation of Easements. The following easements for ingress and egress of vehicular and pedestrian traffic are hereby declared, granted and reserved:

a) Permanent East-West Road Easement No. 1, also known as Godair Easement No. 1 as legally described on Exhibit B.1, attached hereto and made a part hereof. Said easement, as granted by the Trustee, shall be referred to as Godair Drive and shall serve as the main access road for the benefit of the Property and the King-Bruwaert Property. Godair Drive shall be constructed and maintained at the sole cost of the Trustee or Association, pursuant to Section 4.04 of this Declaration.

b) Godair Road Easement #2 as legally described on Exhibit E and pictorially described on Exhibit F, attached hereto and made a part hereof. Said easement shall be granted by King-Bruwaert to the Trustee for the North-South Continuation of Godair Drive to serve the westerly boundary of the Property. The Trustee or Association shall be responsible for the cost of construction. After construction is completed, King-Bruwaert will be responsible for the maintenance of this road.

ARTICLE VII
Storm Water Detention, Sanitary Sewer and Utility Easements

7.01 Reservation of Easements. The Storm Water Detention and Utility Easements, together with the right of

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access thereto, are hereby declared, granted and reserved for the common nonexclusive use and benefit of the Trustee, the Association, King-Bruwaert Property and all Persons now or hereafter acquiring any interest therein, for the construction, installation, use, maintenance, repair and replacement of such water and gas mains, sanitary sewer and storm sewer lines, laterals, feeders and basins, electrical conduits and transformers, and the accessory facilities relating to all of the foregoing, as shall be necessary or required by law to serve the Property and the King-Bruwaert Property, with water, sewer, gas, electrical, telephone and other utility services. Property and the King-Bruwaert Property, with water sewer, gas, electrical, telephone and other utility services provided, however, that all such facilities in conduit shall be located underground except as provided in the engineering plan previously approved by King-Bruwaert, and shall not materially interfere with or disturb the use of the surface of the land under which such facilities are located, installed or constructed. The Detention Pond and Utility Easements shall be appurtenant to and run with the land, in perpetuity, and shall inure to the benefit of and be binding upon Trustee and all Owners, their grantees and successive grantees, and the heirs, personal representatives, successors and assigns of all of them. The Detention Pond and Utility Easements are set forth on Exhibit E and pictorially described on Exhibit F and are basically as follows:

a) Detention Access Easement which provides for the access to the Detention Pond for repair and maintenance.

b) Sanitary Sewer Easement which is located on the King-Bruwaert for service to the Property and King-Bruwaert Property.

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c) Storm Sewer and Drainage Easement "A" which is one of two easements from the Property to the Detention Pond located on the King-Bruwaert Property.

d) Storm Sewer and Drainage Easement "B" is the second drainage easement from the Property to the Detention Pond on the King-Bruwaert Property.

e) Storm Detention Easement is the easement from King-Bruwaert House to the Trustee or Association for the detention of storm water from the Property to Detention Pond on the King-Bruwaert Property.

ARTICLE VIII

Common Expenses, Mortgages And Real Estate Taxes

8.01 Common Expenses. Each Unit Owner shall pay his proportionate share of the Common Expenses. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his percentage of ownership interest in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the Unit Ownership of such Unit Owner as provided in the Act.

8.02 Separate Mortgage. Each Unit Owner shall have the right, subject to the provisions of this Declaration, to make a separate mortgage or encumbrance on such Unit Owner's Unit Ownership. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof other than such Unit Owner's Unit Ownership.

8.03 Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for each Unit Ownership owned by such Unit Owner; provided, however, until such time as separate real estate tax bills are issued with respect to each Unit, the real estate taxes imposed on the property shall be included in the Common Expenses assessed pursuant to this Declaration.

ARTICLE IX

Insurance

9.01 Property Damage. The Board shall have the authority to and shall obtain insurance for the Property,

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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 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. Insurable replacement cost shall be deemed to be 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 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 of the Units, the Board, at its discretion, may assess these additional premiums to the specific Units for whose coverage they are applicable.

9.02 Liability. The Board shall have the authority and duty to obtain comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements, 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.

9.03 Other Policies of Insurance. The Board shall also have authority to and may obtain, in such amounts as it deems desirable, workmen'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 a 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

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retain in safe-keeping any such public liability policy for twenty-three (23) years after the expiration date of the policy.

The Board shall have the authority to and may obtain a fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or the Managing Agent, or of any other person handling the funds of the Association, the Board, or the Unit Owners in such amount as the Board shall deem desirable. The premium for such fidelity bond 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, from liability arising from the fact that said person is or was director or officer of the Association. The premiums of such insurance shall be a common expense.

9.04 Unit Owner's Insurance. Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, as well as additions within, improvements to and decorating of his Unit or appurtenant Limited Common Elements and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. All policies of casualty insurance carried by each Unit Owner shall be without contribution as respects the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided.

9.05 Improvements to Units. Each Unit Owner shall be required to report all additions or alterations to his Unit promptly in writing to the Board, without prior request from the Board or the management agent, and to reimburse the Board for any additional insurance premiums attributable thereto, and each Unit Owner shall be responsible for any deficiency in any insurance loss recovery which results from such Unit Owner's failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Unit Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. "Additions" or "alterations" shall mean property attached to the Unit and not readily removable without damage to the Unit, including, but not limited to, carpeting, special flooring, special wall covering and paneling. The

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insurance coverage described in this Paragraph 9.05 shall not be deemed to include personal property owned by the Unit Owner and not attached to the Unit.

9.06 Release. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the Trustee, Developer, the manager and managing agent of the Property, if any, and their respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Unit or Common Elements caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

9.07 Cancellation of Insurance. The Board shall be responsible, in the event any insurance required under Paragraphs 9.01, 9.02, or 9.03 is cancelled, for serving notice of such cancellation upon each insured hereunder.

ARTICLE X Administration

10.01 Association. Ruth Lake Woods Condominium Association, ("the Association") shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Common Elements (other than the Limited Common Elements) and for the other purposes specified in this Declaration. The Association shall not be deemed to be conducting business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of all Unit Owners in accordance with the provisions of this Declaration. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner and upon the transfer of his Unit Ownership the new Unit Owner succeeding to such Unit Ownership may issue certificates evidencing membership therein and shall have only one class of membership. The Developer, at any time after the recording of this Declaration, may cause to be incorporated under the laws of the State of Illinois, a Not-For-Profit Illinois Corporation under the name of "Ruth Lake Woods Condominium Association," or a similar name, which such corporation shall, upon its formation, be the governing body.

10.02 Administration. The administration of the Property shall be vested in the Board of Managers of the Association which shall consist of five (5) persons. One of the directors shall be a duly authorized representative of the King-Bruwaert House. The King-Bruwaert House will send the Association written notice as to the name and address of this Board Member. The remaining four directors shall be elected in the manner set forth in the By-Laws; provided, however, that

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notwithstanding anything to the contrary set forth in this Declaration, during the period commencing on the date of this Declaration and ending upon the qualification of the directors elected at the initial meeting of the Voting Members, the Board shall consist of three (3) members, two (2) of which shall be designated by the Developer and one (1) which shall be designated by King-Bruwaert House. The Board of Managers of the Association shall be deemed to be the Board of Managers for the Unit Owners referred to in the Act. Except for the directors so designated by Developer.

- (i) each member of the Board shall be one of the Unit Owners (except the King-Bruwaert representative) and shall reside on the Property; provided, however, if a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity or any beneficiary of any such trust shall be eligible to serve as a member of the Board so long as such agent or beneficiary resides on the Property, and
- (ii) if a member of the Board fails to meet such qualifications during such member's term, such member shall thereupon cease to be a member of the Board and such member's place on the Board shall be deemed vacant.

10.03 Duties and Powers of the Association. The duties and powers of the Association and the Board shall be those set forth in this Declaration (including the By-Laws); provided, however, the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, the By-Laws and such Articles of Incorporation, on the other hand.

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

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10.05 Liability of the Board. Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers 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 members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of the contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received 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 member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements. Every agreement made by the Board or by the managing agent on behalf of the Unit Owners shall provide that members of the Board 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.

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ARTICLE XI
Maintenance, Alterations and Decorating

11.01 Maintenance, Repairs and Replacement by Unit Owners. Except as required by the Act or otherwise provided in this Declaration, each Unit Owner, at such Unit Owner's sole cost and expense, shall provide and be responsible for all maintenance, repair and replacement required to keep in good condition (i) the Unit Owned by such Unit Owner, (ii) all refrigerators, ranges, ovens, dishwashers, air conditioning units, appliances and heating, lighting, plumbing and electrical fixtures and equipment within such Unit and serving only such Unit, and (iii) that portion of the Limited Common Elements adjoining, attributable to or assigned to such Unit; provided, however, the Board may elect to be responsible for the maintenance, repair or replacement of any of such Limited Common Elements which are the responsibility of such Unit Owner, in which event all costs and expenses incurred by the Board in connection therewith shall be part of the Common Expenses.

11.02 Maintenance, Repair and Replacement by the Board. The Board shall provide and be responsible for all maintenance, repair and replacement and be required to keep in good condition the Common Elements other than the Limited Common Elements. The cost and expenses of the maintenance, repair and replacement of the Common Elements (other than the Limited Common Elements) and the cost and expense of the maintenance, repair and replacement of the Limited Common Elements, if any, which the Board elects to maintain, repair or replace shall be part of the Common Elements.

11.03 Payment of Mechanic's Lien Claims by the Board. The Board may cause to be discharged any mechanic's lien or other encumbrance which arises from labor or material furnished or supplied after the date of this Declaration and which, in the opinion of the Board, may constitute a lien against the Property and/or the Common Elements, rather than a lien against a particular Unit Ownership. If all of the Unit Owners are responsible for the existence of any such lien against the Property and/or the Common Elements, the amount paid by the Board to discharge such lien and the costs and expenses (including attorney's fees) incurred by reason of such lien shall be part of the Common Expense. If less than all the Unit Owners are responsible for the existence of any such lien against the Property and/or the Common Elements, the Unit Owners responsible for such lien shall be jointly and severally liable for the amount necessary to discharge such lien and the costs and expenses (including attorney's fees) incurred by reason of such lien.

11.04 Board's Election to Repair Unit. Whenever the Board shall determine in its discretion, that any maintenance, repair or replacement of any portion of any Unit or the Limited Common Elements which the Unit Owner of such Unit is required to maintain, repair or replace pursuant to Paragraph 11.01 above is necessary to protect (i) the portion of the Common Elements which the Board is required or has elected to maintain, repair or

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replace under this Declaration, or (ii) any other portion of the Property, the Board may cause a written notice of the necessity for such maintenance, repair or replacement to be served by delivering a copy thereof to any Occupant of such Unit, or by mailing the same by certified mail addressed to the Unit Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance, repair or replacement within a reasonable time stated in the notice (or an extension thereof approved by the Board) the Board may cause such maintenance, repair or replacement to be performed at the cost and expense of such Unit Owner.

11.05 Damage Caused by a Unit Owner. If, due to the act or neglect of a Unit Owner, a manager of his family, a guest, agent, employee, invitee, tenant or other Occupant or visitor of such Unit Owner, (i) damage shall be caused to any portion of the Common Elements which the Board is required or has elected to maintain, repair or replace, such Unit Owner, promptly upon demand by the Board, shall reimburse the Board for the amounts paid by the Board to repair such damage or (ii) damage shall be caused to any Unit or other portion of the Property which a Person other than such Unit Owner is required to maintain, repair or replace, such Unit Owner promptly upon demand by such Person, shall reimburse such Person for the amounts paid by such Person to repair damage.

11.06 Authority of the Board. The Board shall have authority to take, or refrain from taking, any action pursuant to this Article VIII. Nothing in this Article shall be construed to impose a contractual liability on the Board maintenance repair or negligence. All expenses which, pursuant to this Article VIII, are chargeable to any Unit Owner may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

11.07 Improvements by a Unit Owner. No alterations of any Common Elements or any additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board. Nothing shall be done in any Unit, or in, on or to the Common Elements, which will impair the structural integrity of any of the Buildings or which would structurally change any of the Buildings. Notwithstanding anything to the contrary set forth in this Paragraph 11.07, no Unit Owner may make any modification to or tamper with any master television outlet in any Unit owned by such Unit Owner, and no Unit Owner may make any connection to any such outlet unless such connection is approved by the Board and the Unit Owner pays the fee specified by the Board of such connection.

11.08 Decorating. Each Unit Owner shall furnish and be responsible for, at such Unit Owner's sole costs and expense, all of the decorating within such Unit Owner's Unit and all of the decorating of the Limited Common Elements adjoining such Unit,

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including without limitation painting, wall papering, washing of the interior surfaces of windows, patio or balcony doors and other glass, other cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. Notwithstanding the foregoing, the use of and the covering of the surfaces of windows, whether by draperies, shades or other items visible on the exterior of any of the Buildings and the use and decorating of balconies and patios shall be subject to the rules and regulations of the Board. Decorating the Common Elements (other than the Limited Common Elements) and any redecorating of Units caused by maintenance, repair or replacement work on any of the Common Elements by the Board, shall be furnished by the Board as part of the Common Expense.

ARTICLE XII Leasing

12.01 Lease. If at any time (i) a Unit Owner (other than the Trustee or Developer) desires to lease his Unit Ownership, or any interest therein, or (ii) a beneficiary (other than Developer) of a trust which is a Unit Owner desires to lease his Unit or (iii) any lessee or sublessee of any Unit desires to assign his lease or sublet the Unit, the Unit Owner of such Unit Ownership or Unit or such beneficiary or lessee shall give to the Board written notice of the proposed terms of such contemplated lease or sublease, together with the name, address and financial and character reference of the proposed lessee or sublessee, and such other information concerning such Person as the Board may reasonably require. Such notices shall be given to the Board at least thirty (30) days prior to the proposed closing of said lease or sublease. The Board acting on behalf of the other Unit Owners shall then have the right of approval of such proposed lease or sublease, and approval or denial of the proposed lease or sublease shall be made by the Board in writing within thirty (30) days following submission of the notice as described in this Paragraph. If the Board fails to approve or deny the proposed lease or sublease in writing within said thirty (30) day period, the lease or sublease shall be deemed to have been approved by the Board. If such Unit Owner, lessee or sublessee fails to close said proposed lease or sublease the Unit Ownership and Unit shall again become subject to the option of the Board as herein provided.

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ARTICLE XIII

Damage, Restrictions, Condemnation and Restoration of Property

13.01 Sufficient Insurance. "In the event the improvements forming 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 reason 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 thereof; provided, however, that in the event within one-hundred and eighty (180) days after said damage or destruction, the Unit Owner shall elect either to sell the Property as hereinafter provided in Article XIII 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 among all Unit owners according to each Unit Owner's percentage or ownership in the Common Elements as set forth in Exhibit C attached hereto, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

13.02 Insufficient Insurance.

- a) If the insurance proceeds are insufficient to reconstruct the Property and Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Property within one hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.
- b) 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 (3/4ths) of the Unit Owners voting at a meeting called for that purpose, the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final

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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.

- c) In the case of damage or other destruction, upon affirmative vote of not fewer than three-fourths (3/4ths) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be re-allocated 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 distri-

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buted in accordance with the interest of those entitled to their use. 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.

13.03 Eminent Domain. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal from the provisions of the Act of such portion so taken may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be re-allocated 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 the 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 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 interests of those entitled to their use. 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.

13.04 Repair, Restoration or Reconstruction of the Improvements. As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, which each Unit and Common Elements having the same vertical and horizontal boundaries as existed before said damage or destruction.

ARTICLE XIV Sale of the Property

At a meeting duly called for such purpose, the Unit Owners by affirmative vote of Voting Members having at least

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eighty percent (80%) of the total vote, 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 entitled to notice under this Declaration. 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 as in manner and 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 thereof 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 value of his interest, as determined by an appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement or an appraiser, such Unit Owner and the Board may each select "a" qualified appraiser, experienced in the appraisal of condominium units in the Chicago, Illinois Metropolitan Area, and the fair market value as determined by a majority of the three so elected, 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 of said cost shall be a Common Expense .

ARTICLE XV
By-Laws

The provisions of the following Articles XV, XVI, XVII, XVIII and XIX shall constitute the By-Laws of the Association and the By-Laws prescribed by the Act.

ARTICLE XVI
Board of Managers

16.01 In General. The direction and administration of the Property shall be vested in the Board of Managers of the Association which shall consist of five (5) persons. One of the directors shall be a duly authorized representative of the King-Bruwaert House. The King-Bruwaert House will send the Association written notice as to the name and address of the Board Member. The remaining four members shall be elected in the manner set forth in the By-Laws; provided, however, that notwithstanding anything to the contrary set forth in these By-Laws, during the period commencing on the date of this Declaration and ending upon the qualification of the Managers elected at the

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initial meeting of the Voting Members, the Board shall consist of three (3) members, two (2) of which shall be designated by the Developer and one (1) which shall be designated by King-Bruwaert House. Except for the Managers so designated and selected by Developer,

- (i) Each member of the Board shall be one of the Unit Owners (except the King-Bruwaert representative) and shall reside on the Property; provided, however if a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity or any beneficiary of any such trust shall be eligible to serve as a member of the Board so long as such agent or beneficiary resides on the Property; and
- (ii) If a member of the Board fails to meet such qualifications during such member's term, such member shall thereupon cease to be a member of the Board and such member's place on the Board shall be deemed vacant.

16.02 Election of Board Members at the Initial Meeting.
 The election of the initial Board of Managers shall be held not later than sixty (60) days after conveyance by the Developer of seventy-five percent (75%) of the Units, or three (3) years after recording the Declaration, whichever is earlier and shall be conducted immediately following the initial meeting of Voting Members described in Article XVI, Paragraph 16.03. The Developer shall give at least twenty-one (21) days notice of such meeting to elect the initial Board of Managers and shall provide any Unit Owner within three working days, names, addresses, telephone numbers (if available), of each Unit Owner entitled to vote at such meeting. Any Unit Owner shall be provided with the same information within 3 working days of his request, with respect to each subsequent meeting to elect members of the Board of Managers. If the initial Board of Managers is not elected by the Unit Owners at the time so established, the Developer shall continue in office for a period of 30 days whereupon written notice of his resignation shall be sent to all of the Unit Owners entitled to vote at such election. At the initial meeting of the Voting Members, the Voting Members shall elect the Board consisting of five members (four (4) elected members and one (1) member designated by King-Bruwaert.) In all elections for members of

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the Board each Voting Member 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 officers to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting of the Voting Members shall serve until the first annual meeting of the Voting Members. At the first annual meeting four (4) Board members shall be elected (one Board Member shall be a duly authorized representative of King-Bruwaert House). The two (2) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. The election and term of office as between candidates receiving the same number of votes shall be determined by lot. Upon the expiration of the terms of office of the Board members to be elected at the first annual meeting, and thereafter, successors shall be elected for a term of two (2) years each. The Voting Members having at least two-thirds (2/3rds) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that (i) such number shall not be less than five (5), (ii) the terms of at least one-third (1/3rd) of the persons on the Board shall expire annually, and (iii) no Board member or officer shall be elected for a term of more than two (2) years but Board members or officers may succeed themselves. Members of the Board (including without limitation those members designated by Developer) shall receive no compensation for their services. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by two-thirds (2/3rds) vote of the remaining members thereof, until the next meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term, and that a meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting, except that a vacant position of the Board last 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. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt provided, however, that (i) each Unit Owner shall be entitled to notice in the same manner as provided in these By-Laws of any meeting of the Board called for the purpose of considering the adoption of the

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proposed annual budget or any increase or establishment of an assessment, and (ii) the Board shall meet no less than four (4) times each year. A majority of the total number of members on the Board shall constitute a quorum.

16.03 Officers. The Board shall elect from among its members for the terms of one (1) year (i) a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall be designated to mail and receive all notices and execute all amendments hereto on behalf of the Board or the Association as provided herein and in the Act, (ii) a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall in general, perform all the duties incident of the office of the Secretary, (iii) a Treasurer to keep the financial records and books of account, and (iv) such additional officers as the Board shall see fit to elect. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any director 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 vote of two-thirds (2/3rds) of the total membership of the Board at a special meeting thereof.

16.04 Removal. Except for directors designated by Developer, any elected Board member may be removed from office, at any time after the election of directors at the initial meeting of Voting Members by affirmative vote of the Voting Members having at least two-thirds (2/3rds) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting, any subsequent annual meeting or any subsequent special meeting called for that purpose. The Board Member who is designated as the duly authorized agent for King-Bruwaert House shall not be removable in a manner as set forth by this paragraph. It shall be the responsibility of King-Bruwaert House to determine its representative and immediately notify the Association as to the name and address of that individual.

16.05 Notice to Members of Board of Meeting. Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than five (5) days prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice. The Board shall meet at least four (4) times annually, on the first Mondays of February, May, August and November, and at such other times as the Board deems necessary.

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16.06 Notice to Unit Owners. All meetings of the Board shall be open to attendance by any Unit Owner and notices of such meetings shall be mailed not later than forty-eight (48) hours prior to such meeting unless a written waiver of such notice is signed by the Unit Owner entitled to such notice prior to the convening of such meeting.

16.07 Delivery of Documents by Developer. Within 60 days following the election of a majority of the Board of Managers other than the Developer, the Developer shall deliver to the Board of Managers:

1. All original documents as recorded or filed pertaining to the property, its administration, and the association, such as the Declaration, By-Laws, Articles of Incorporation, other condominium instruments, annual reports, minutes and rules and regulations, contracts, leases, or other agreements entered into by the Association. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Developer, or an officer or agent of the Developer, as being a complete copy of the actual document as recorded or filed;
2. A detailed 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 and copies of all insurance policies and a list of any loans or advances to the Association which are outstanding;
3. Association funds, which shall have been at all times segregated from any other moneys of the developer;

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4. A schedule of all real or personal property, equipment, and fixtures belonging to the Association, including documents transferring the property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies, and all tax bills;
5. A list of all litigation, administrative action and arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken by the Association, engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any other governmental authority, all governmental certificates, correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving Unit Owners, and originals of all documents relating to everything listed in this sub-paragraph.

16.08 Restrictions on Open Meetings of the Board of Managers. Meetings of the Board of Managers 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 Association has been filed and is pending in a court of administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of common expenses. 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 a meeting 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 such meetings 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 before the meeting is convened. Copies of notices of meetings of the Board of Managers shall be posted in entranceways or other conspicuous places in the condominium at least forty-eight (48)

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hours prior to the meeting of the Board of Managers except where there is no common entranceway for seven (7) or more units, the Board of Managers may designate one or more locations in the proximity of these units where the notices of meetings shall be posted.

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

1. Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements (other than the Limited Common Elements);
2. Preparation, adoption, and distribution of the annual budget for the Property;
3. Levying of assessments;
4. Collection of assessments from Unit Owners;
5. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements (other than the Limited Common Elements);
6. Obtaining adequate and appropriate kinds of insurance;
7. Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it;
8. Adoption and amendment of rules and regulations covering the details for 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

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guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution;

9. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
10. To have access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements (other than the Limited Common Elements);
11. To pay for water, waste removal, other operating expenses, electricity, telephone, and other necessary utility service for the Common Elements (other than the Limited Common Elements);
12. To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (other than the Limited Common Elements) and such furnishings and equipment for the Common Elements (other than the Limited Common Elements) as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements (other than the Limited Common Elements);
13. To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or By-Laws of which, in its opinion, shall be necessary or proper for

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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;

17. The Board's powers hereinabove enumerated and described in this Declaration shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions, to or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements in accordance with the provisions of this Declaration) requiring an expenditure in excess of Ten Thousand Dollars (\$10,000.00) without in each case the prior approval of Voting Members having two-thirds (2/3rds) of the total votes;
18. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers or agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the treasurer and counter-signed by the president of the Board;
19. The Board may adopt such reasonable rules and regulations which are not inconsistent with this Declaration and which the Board deems 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. Written notice of such rules and regulations shall be given to all Unit Owners and

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Occupants, and all Unit Owners and Occupants shall at all times be subject to and comply with such rules and regulations and the entire Property shall at all times be maintained subject to such rules and regulations.

20. The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board and the Board may retain the services of any accountant and attorney;
21. Nothing hereinbefore contained shall be construed to give the Board, the Association, or the Unit Owners authority to conduct an active business for profit on behalf of all the Unit Owners or any of them; and
22. Upon authorization by the affirmative vote 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.

ARTICLE XVII
Members
(Unit Owners)

17.01 Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote an any

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meeting of the Unit Owners. Such Voting Member shall be the Unit Owner or one of the Persons included in the Unit Owner of a Unit Ownership or the beneficiary or one of the beneficiaries of a land trust which is a Unit Owner or some person (who need not be a Unit Owner) designated by such Unit Owner or beneficiary or beneficiaries to act as proxy on behalf of such Unit Owner or beneficiary or beneficiaries. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death of judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner. Any or all of the Persons included in the Unit Owner 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 total number of votes on all Voting Members shall be 100, and each Unit Owner shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to such Unit Owner's Unit Ownership as set forth in Exhibit C attached hereto. Nothing contained in the Condominium Instruments shall permit or allow different classes of membership amount the Unit Owners.

17.02 Quorum. Meetings of the Voting Members shall be held at the Property or at such other place in DuPage County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Voting Members of at least a majority of the Voting Members and Voting Members having at least a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes represented at such meeting.

17.03 Initial and Annual Meetings. The initial meeting of the Voting Members shall be held upon not less than ten (10) or more than thirty (30) days' written notice given by the Trustee or Developer, but in any event, the initial meeting of the Voting Members shall be held not later than sixty (60) days after a conveyance by the Trustee or Developer of seventy-five percent (75%) of the Units or three (3) years after the recording of this Declaration, whichever is earlier. After the initial meeting of the Voting Members, there shall be an annual meeting of the Voting Members on the first Wednesday of November following such initial meeting on the first Wednesday of each succeeding November thereafter at 7:30 p.m., or such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

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17.04 Special Meetings. Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the president of the Board, a majority of the Board, or by the Voting Members having twenty percent (20%) of the total votes and delivered not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and matters to be considered. Matters to be submitted at special meetings of the voting Members 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 Voting Members.

17.05 Notices of Meetings. Notices of meetings required to be given under this Declaration may be delivered either personally or by mail to the person entitled to vote thereat, addressed to each such person at the address given by such person to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address 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 and such notice shall state the date, time, place and purpose of such meeting.

17.06 Miscellaneous. No merger or consolidation of the Association, no sale, lease, exchange, mortgage, pledge, or other disposition of all, or substantially all of the property and assets of the Association, and no 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 (2/3rds) of the votes of the Unit Owners, unless a greater percentage is otherwise provided for in this Declaration. At any time, in the event that thirty percent (30%) or less of the total number of Units controls in excess of fifty percent (50%) of the total votes of the Association, any provision in this Declaration 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 the votes allocable to Units pursuant to their respective percentage of ownership in the Common Elements.

ARTICLE XVIII

Assessments - Maintenance Fund

18.01 Estimated Annual Budget and Assessment. Each year on or before November 1, the Board shall estimate the total

amount necessary to pay the cost of all Common Expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary to reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated Common Expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed common expense assessment. Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget. 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. The "estimated annual budget" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit C attached hereby. Each Unit Owner shall receive notice in the same manner as is provided in this Declaration 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. Said meetings of the Board shall be open to any Unit Owner, and notice of such meeting shall be mailed 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 before the meeting is convened. If an adopted budget required assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred and fifteen percent (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 January 1 of the ensuing year, and the first of each and every month of said year, each Unit Owner jointly and severally shall be personally liable for and obligated to pay to the Board or as the Board may direct one-twelfth (1/12th) of the assessment against such Unit Owner's Unit Ownership made pursuant to this Paragraph. On or before April 1 of each calendar year following the year in which the initial meeting is held, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together 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. 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 next monthly installments due from Unit Owners under the current year estimate, until exhausted, and any net shortage shall be added 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.

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18.02 Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or non-recurring Common Expense, any Common Expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owner. Any such separate assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3rds) of the Unit Owners voting at a meeting of such 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 Owner equal to the greater of five (5) times the Unit's most recent Common Expense assessment calculated on a monthly basis or five hundred dollars (\$500.00) All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

18.03 Initial Budget. The initial Board appointed by the Developer shall determine and adopt, prior to the conveyance of the first Unit hereunder, the "estimated annual 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 31 of the calendar year in which such sale occurs and shall continue to determine the "estimated annual 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 Paragraph 18.01 of this Article.

18.04 Failure to Prepare Estimates. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

18.05 Records of the Association - Availability for Examination. The Board of Managers shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agents or attorneys:

1. Copies of the recorded Declaration and By-Laws and any Amendments, Articles of Incorporation of the Association, annual reports and any

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- rules and regulations adopted by the Association or its Board of Managers shall be available. Prior to the organization of the Association, the developer shall maintain and make available the records set forth in this subsection for examination and copying;
2. Detailed accurate records in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained;
 3. The minutes of all meetings of the Association and the Board of Managers shall be maintained. The Association shall maintain these minutes for a period of not less than seven (7) years;
 4. Such other records of the Association as are available for inspection by members of not-for-profit corporation pursuant to Section 25 of the General Not-For-Profit Corporation Act, approved July 19, 1943, as amended, shall be maintained;
 5. A reasonable fee may be charged by the Association or its Board of Managers for cost of copying;
 6. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

18.06 Use of Funds. All funds collected hereunder shall be held and expended for the purpose designated herein, and

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(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 pre-paid 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 C attached hereto.

18.07 Insurance. Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Units shall be assessed to such Unit.

18.08 Assessments. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Unit ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act, provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association, or other lender shall be subject to the lien of all unpaid Common Expenses with respect to such encumbered Unit Ownership which become due and payable after the date the encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agent shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the proportionate share of the Common Expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (i) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorneys' fees) incurred in the collection thereof; (ii) the right, by giving such defaulting Unit Owner five (5) days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (iii) the right to take possession of such defaulting Unit Owner's interest in the

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Property, to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed in "an Act in regard to Forcible Entry and Detainer", approved February 16, 1974, as amended, and to execute leases of such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses.

18.09 Non-use. 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.

18.10 Initial Deposit for Contingencies and Replacements. 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. This sum shall be used to initially fund the reserve for contingencies and replacements described in Paragraph 18.02 of this Article. This payment shall not be refundable and shall not be applied as a credit against the Unit Owner's monthly assessment.

18.11 User Charges. The Board shall establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expenses may include, without limitation, charges for use of master antenna system and fees for such other services and facilities provided to Unit Owners which should not be reasonably allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this paragraph, and the Board may elect to treat all or any portion thereof as Common Expenses.

ARTICLE XIX

Covenants And Restrictions As To Use And Occupancy

The Units and Common Elements shall be owned, occupied, and used subject to the following covenants and restrictions:

19.01 General Use. No part of the property shall be used for other than housing or related common purposes for which the property was designated. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements

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separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing prior to any such alteration.

19.02 Obstruction of Common Elements and Unit Maintenance. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and Limited Common Elements adjoining or attributable to his Unit.

19.03 Prohibited Use. Nothing shall be done or kept in any Unit or in the Common Elements, which will increase the rate of insurance on any of the Buildings or contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit, or in the Common Elements which will result in the cancellation of insurance on any of the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electric wiring in any of the Buildings, or operate any machines, appliances, accessories, or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, applicances, accessories, or equipment to the heating or plumbing system, without the prior written consent of the Board.

19.04 Unit Owner Insurance. Each Unit Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinbefore provided.

19.05 Exterior Attachments. Unit Owners shall not cause or permit anything to be placed on the outside walls of the Buildings and no sign, awning, canopy, shutter, radio, light or television antenna shall be affixed to or placed upon the exterior walls or roof of any of such Buildings, or any part thereof, without the prior written consent of the Board. No fence may be erected anywhere on the Property without the prior written consent of the Board.

19.06 Window Treatment. The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the Units, whether by draperies, shades, or other items visible from the exterior of any of the Buildings, shall be subject to the rules and regulations of the Board.

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19.07 Floor Coverings. In order to enhance the sound-proofing of the buildings, the floor covering for all occupied Units shall meet a certain minimum standard as may be specified by rules and regulations of the Board.

19.08 Pets: No animals, reptiles, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose, and providing further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.

19.09 Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may become an annoyance or nuisance to the other Unit Owners or Occupants.

19.10 Unsightliness. No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free of rubbish, debris, and other unsightly materials. No garbage may be stored outside the unit except as approved by the Board for garbage pick-up. No unit owner shall disturb or add to the landscape without prior written approval of the Board.

19.11 Personal Effects. Except as may be approved by the Board in writing, there shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs on any part of the Common Elements.

19.12 Commercial Activities. Except as may be approved by the Board in writing, no industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any Unit which has been designed as a residence.

19.13 "For Sale" and "For Rent" Signs. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the Property except at such location and in such form, as shall be determined by the Board; provided that the right is reserved by the Trustee, the Developer, and their agents, to maintain on the Property until the sale of the last Unit, all models, sales offices, and advertising signs, banners, and lighting in connection therewith, at such locations and in such forms as Developer shall determine,

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together with the right of ingress, egress and transient parking therefore through the Common Elements in favor of Developer, its agents, licensees, designees and its prospective purchasers and lessees.

19.14 Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

19.15 Exceptions. The Unit restrictions in Paragraphs 19.01 and 19.12 of this Article shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his professional library therein, (ii) keeping his personal business or professional records or accounts therein, or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of such Paragraphs 19.01 and 19.12 of this Article.

19.16 Notwithstanding anything to the contrary in this Declaration:

1. Structural changes and alterations may be made by the Trustee or Developer in Units and Common Elements used by the Trustee or Developer or its agent as model apartments and/or sales and marketing areas, as may be reasonably necessary in Developer's opinion to adapt the same to such uses. Such changes may include the elimination or alteration of perimeter walls for the purpose of combining adjoining Units or improving access thereto or visibility thereof; and
2. The Trustee, Developer and its agents further reserve the right at all times to use unsold Units and Common Elements for storage, office, sales, models, transient parking and related purposes until all Units listed on Exhibit C attached hereto have been sold.

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ARTICLE XX
Remedies For Breach Of Covenants, Restrictions And Regulations

20.01 Abatement and Enjoyment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision contained in this Declaration shall give the Board the following rights, in addition to the rights set forth in the next succeeding Paragraph and elsewhere in this Declaration: (i) to enter upon that part of the Property where such violation or breach exists and 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 the provisions hereof, and the Trustee, the Developer, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner or trespass; or (ii) to enjoin, abate, or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of two percent (2%) above prime rate per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereon and upon all his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

20.02 Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall re-occur more than once after such notice, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit 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 members of the Board against the defaulting Unit Owner for a decree of mandatory injunction against such Unit Owner or occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use, or control the Unit owned by such Unit Owner on account of said violation and ordering that the right, title and interest of the Unit 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

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Court shall establish, except re-acquiring such Unit Owner's interest in the Property 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 the defaulting Unit Owner in said decree. Any balance of proceeds shall be first paid to any existing mortgagee with the remainder, if any, to be paid to the Board. The purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as set forth in Article IX of this Declaration, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE XXI
General Provisions

21.01 Notice to Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit Ownership is subject to such mortgage to trust Deed.

21.02 Notices to Board, Association, and Unit Owners. Notices provided for in this Declaration and in the Act shall be in writing. Notices to a Unit Owner may be delivered to such Unit Owner personally delivered to any member of the Board or any officer of the Association or mailed to such member or officer at such member's or officer's Unit. 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 also designate a different address for notices to such Unit Owner by giving written notice of such Unit Owner's change of address to the Board or Association. Notices addressed and mailed to the Board or Association as above shall be deemed delivered when mailed by United States registered or certified mail. Notices addressed and mailed to a Unit Owner's mailbox in the building in which the Unit is located.

21.03 Notice to Decedent. Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

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21.04 Binding Effect. Each grantee of the Trustee and each subsequent grantee by acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, and each devisee, and each tenant under a lease or sublease for a Unit accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any Person having at any time any interest or estate in the Property or any Unit, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

21.05 Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

21.06 Amendment, Change, Modification, or Rescission. No provisions of this Declaration affecting or creating any of the rights, options, privileges or duties of the Trustee or Developer (including without limitation the provisions of the following Paragraph 21.07 may be amended, changed, modified or rescinded in any way without the prior written consent of the Trustee and Developer. The provisions of this Paragraph 21.06 may only be amended, changed, modified, or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed, acknowledged and approved by the Board, the Developer and all of the Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Except for amendments made pursuant to the provisions of the following Paragraph 21.07 (which amendments shall only require the signature of the Trustee) and except for amendments to this Paragraph 21.06, and except as elsewhere provided in this Declaration, and except as provided in the Act, the provisions of this Declaration may only be amended, changed, modified, or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed and acknowledged by the Board and approved by the Unit Owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose and approved by any mortgagees required under the Condominium Instruments and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) has been mailed by certified mail to all mortgages having bona fide liens of record against any Unit not less than ten (10) days prior to the date of such affidavit. Each instrument or amendment, change, modifica-

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tion or rescission made in accordance with this Declaration shall be effective upon the recording of such instrument in the office of the DuPage County, Illinois Recorder.

21.07 Special Amendment. Notwithstanding any other provision of this Declaration, the Trustee and the Developer and each of them singly reserves and shall have the right at any time and from time to time to record a Special Amendment to this Declaration to (i) conform this Declaration with the requirements of the Act or (ii) correct clerical or typographical errors in this Declaration, or (iii) complete the data on the Plat after improvements constructed at any time on the Parcel are completed by the Developer. In furtherance of the foregoing, each Unit Owner and each holder of a mortgage, trust deed, or lien affecting any Unit and each Person having any other interest in the Property hereby grants to the Trustee and Developer and each of them (and the Trustee hereby reserves for each of them) an irrevocable power of attorney coupled with an interest on behalf of each Unit Owner and each such holder and Person any amendment described in this Paragraph 21.07. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit or the Property and the acceptance of any such instrument shall be deemed to be a grant and acknowledgment of, and a consent of the reservation of, the aforescribed power of attorney to the Trustee, Developer, and each of them, to make, sign and record, on behalf of each of the Unit Owners, holders and Persons described in this Paragraph any amendment described in this Paragraph. The power of attorney described in this Paragraph shall terminate on January 1, 1994.

21.08 Invalidity. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

21.09 Perpetuities and Restraints. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rules restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants of Ronald Reagan, President of the United States, and Alan Dixon, senator of the State of Illinois.

21.10 Liens. In the event any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common

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Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against all of the Units or against the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in this Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien. The owner of any Unit shall not be liable for any claims, damages, or judgments entered as a result of any action or inaction of the Board other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board or the Association, if any, shall be limited to such Unit Owner's proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his Unit, or caused by his own conduct. After the Trustee conveys to any Person title to any Unit, no mechanic's lien shall be created against such Unit or its Common Element interest by reason of any subsequent contract by the Developer to improve or make additions to the Property.

If, as a result of work expressly authorized by the Board, a mechanic's lien claim is placed against the Property or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his Unit's proportionate share of any due and payable indebtedness.

21.11 Release of Claims. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, Occupant, the Association, its Officers, members of the Board, the Trustee, the Developer, the managing agent, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

21.12 Construction: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of first-class condominium Buildings.

21.13 Headings and Genders. The headings and captions contained in this Declaration are inserted for convenient reference only and shall not be deemed to construe or limit the Articles and Paragraphs to which they apply. The word "his"

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whenever used in this Declaration shall include the masculine, feminine and neuter pronouns.

21.14 Ownership by Land Trustee. In the event title to any Unit Ownership conveyed to a land title-holding trust, under the terms of which all powers of management, operation, and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation created under this Declaration and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

21.15 Utilities. Each Unit Owner shall promptly pay when due the cost for all telephone, electricity and other utilities which are separately metered or billed to such Unit Owner or for the Unit owned by such Unit Owner by the utility company furnishing such utility. Utilities for the Property which are not separately metered or billed shall be part of the Common Expenses and paid by the Board.

21.16 Trustee Exculpation. This Declaration is executed by Harris Bank Hinsdale, not personally but solely as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm, corporation or entity hereafter claiming any interest under this Declaration that for the sole purpose of subjecting the title-holding interest and the trust estate under said Trust No. L 1201 to the terms of this Declaration; that any and all obligations, duties, covenants, and agreements of every nature herein set forth by said Trustee, as aforesaid, to be kept or performed, are not intended to be kept, performed, and discharged by said Trustee or any beneficiary under said Trust personally; and further, that no duty shall rest upon Harris Bank Hinsdale either personally or as such Trustee, to sequester trust assets, rentals, avails, or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust, and after the Trustee has first been supplied with funds required for the purpose. In the event of conflict between the terms of this Paragraph and of the remainder of this Declaration on any

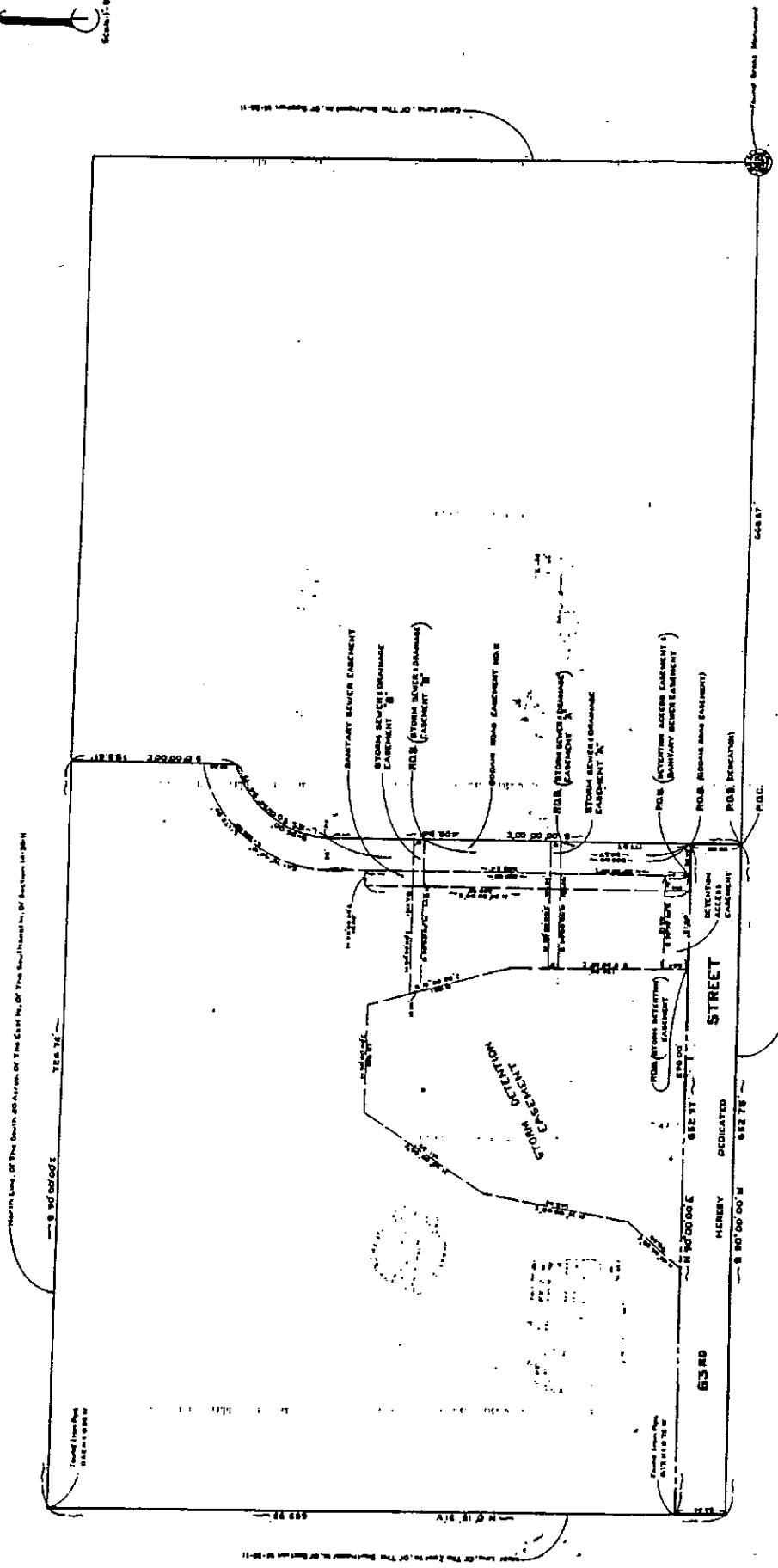
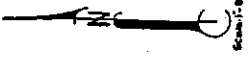
R86-122055

RESTRICTIONS, COVENANTS AND BY-LAWS FOR "RUTH LAKE WOODS CONDOMINIUM ASSOCIATION"

R 86-122053

GRANT OF EASEMENT AND DEDICATION

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Board of Directors of the Ruth Lake Woods Condominium Association, Inc. at the City of Chicago, Illinois, this 1st day of May, 1986.



BB

Surveyed, Jack & Associates, Inc.

question of apparent liability or obligation resting upon said Trustee or beneficiary, the exculpatory provisions of this Paragraph shall be controlling.

IN WITNESS WHEREOF, Harris Bank Hinsdale, as Trustee as aforesaid, has caused this Declaration to be signed by its President and sealed with its corporate seal and attested to by its Assistant Secretary on the date first above written.

Harris Bank Hinsdale, not individually, but solely as Trustee as aforesaid

By: *James Hale*
~~President~~ ASSISTANT TRUST OFFICER

SEAL

ATTEST:

BY: *Charles Zemanick*
~~Assistant Secretary~~
CONSTRUCTION CLERK OFFICER

This document is made by the HARRIS BANK Hinsdale as Trustee and accepted upon the express understanding that the HARRIS BANK Hinsdale enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the HARRIS BANK Hinsdale because of or on account of the making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the HARRIS BANK Hinsdale be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.

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11-11

CONSENT

King-Bruwaert House, an Illinois not-for-profit corporation, does hereby consent to the foregoing Declaration of Covenants, Conditions and Restrictions and of Certain Reciprocal Rights and Easements.

Dated this 2nd day of OCTOBER, 1986.

King-Bruwaert House, Inc.

By: Paul Carson Jr.
Its President

ATTEST:

By: Marsha K Hoover
Its: Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, CAROL ANN SHUKIS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PAUL CARSON JR., personally known to me to be President of King-Bruwaert House, Inc., an Illinois not-for-profit corporation, and MARSHA K. HOOVER, personally known to me to be Secretary of King-Bruwaert House, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of King-Bruwaert House, Inc. for the uses and purposes therein set forth.

RB6-122056

Given under my hand and Notarial Seal this 2nd day of OCTOBER, 1986.

Carol Ann Shukis
Notary Public

My Commission Expires:
6-5-90

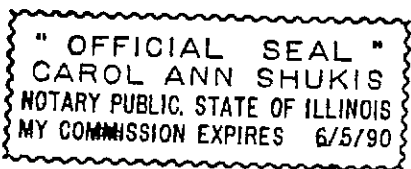


EXHIBIT A
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
FOR
"RUTH LAKE WOODS CONDOMINIUM ASSOCIATION"

Legal description of the Godair Property being
retained and owned by King-Bruwaert House:

That part of the South 20 acres of the East half of the Southeast quarter of Section 14, Township 38, North, Range 11 East of the Third Principal Meridian, lying West of the following described line: Beginning at a point on the South line of said Southeast quarter, 668.37 feet west of the Southeast quarter thereof; thence North along a line perpendicular to said South line, 408.24 feet to a point of curvature; Thence northeasterly along a curved line concave to the Southeast, having a radius of 96.00 feet, for a distance of 125.50 feet; Thence North along a line perpendicular to said South line, 158.61 feet to a point on the North line of said South 20 Acres, 594.00 feet West of, as measured along said North line, the Northeast corner thereof, being the terminus of said line, all in DuPage County, Illinois, containing 10.204 acres, more or less.

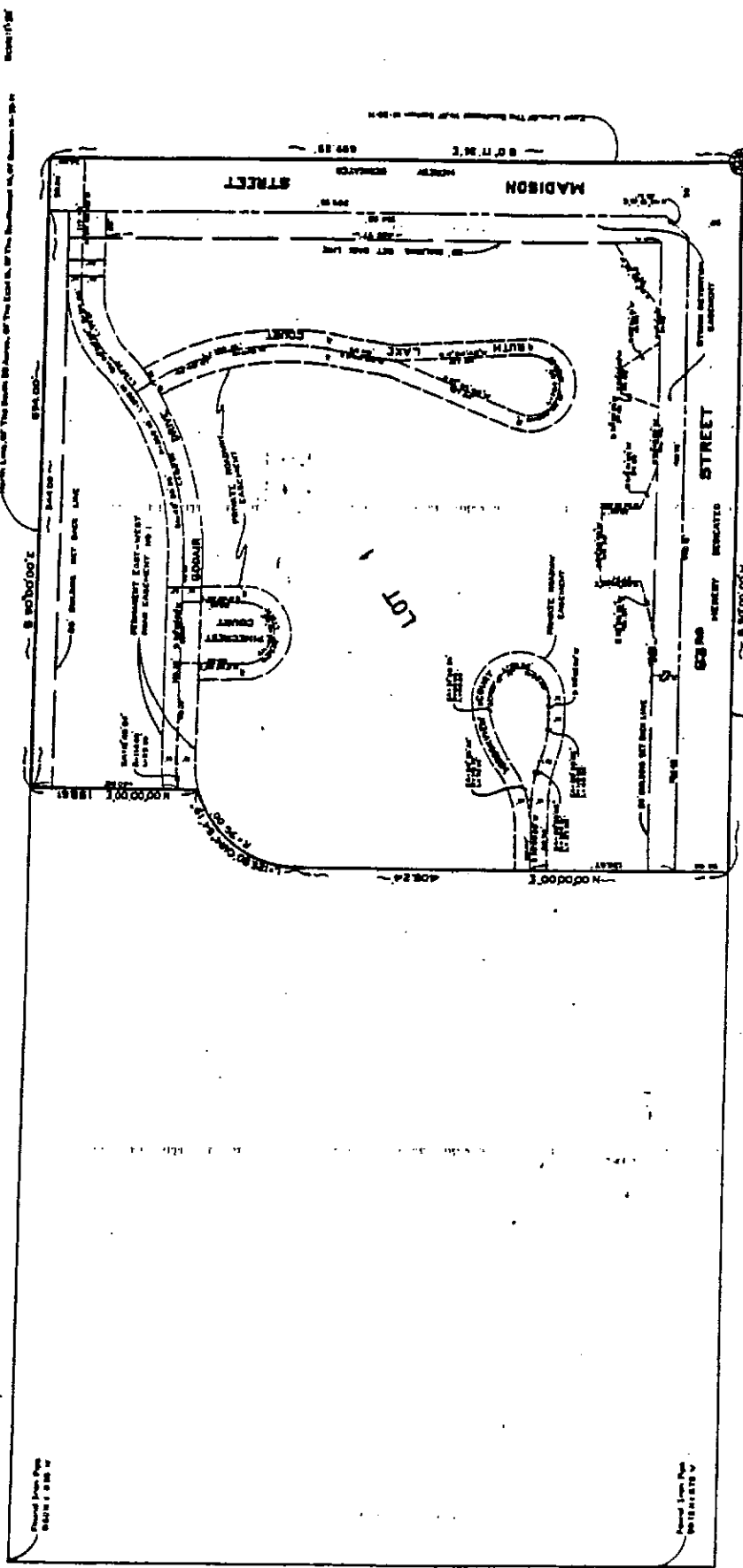
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DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR "RUTH LAKE WOODS CONDOMINIUM ASSOCIATION"

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RUTH LAKE WOODS

Map of the property as shown on the map, showing the location of the property, and the location of the streets, and the location of the easements, and the location of the restrictions, and the location of the covenants, and the location of the by-laws.



OWNERSHIP AND OF BASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR "RUTH LAKE WOODS CONDOMINIUM ASSOCIATION"

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RUTH LAKE WOODS

BEING A SUBDIVISION OF PART OF THE SOUTH 80 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 48 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DADE COUNTY, FLORIDA.

DEVELOPER'S DECLARATION
I, James H. Sullivan, Inc., the developer of the above described property, do hereby certify that the following is a true and correct copy of the original of the same as filed in the office of the Clerk of the County of Dade, Florida, on this 11th day of August, 1986.

That the above described property is being offered for sale to the public in the form of a condominium project, and that the following is a true and correct copy of the original of the same as filed in the office of the Clerk of the County of Dade, Florida, on this 11th day of August, 1986.



STATE OF FLORIDA
COUNTY OF DADE
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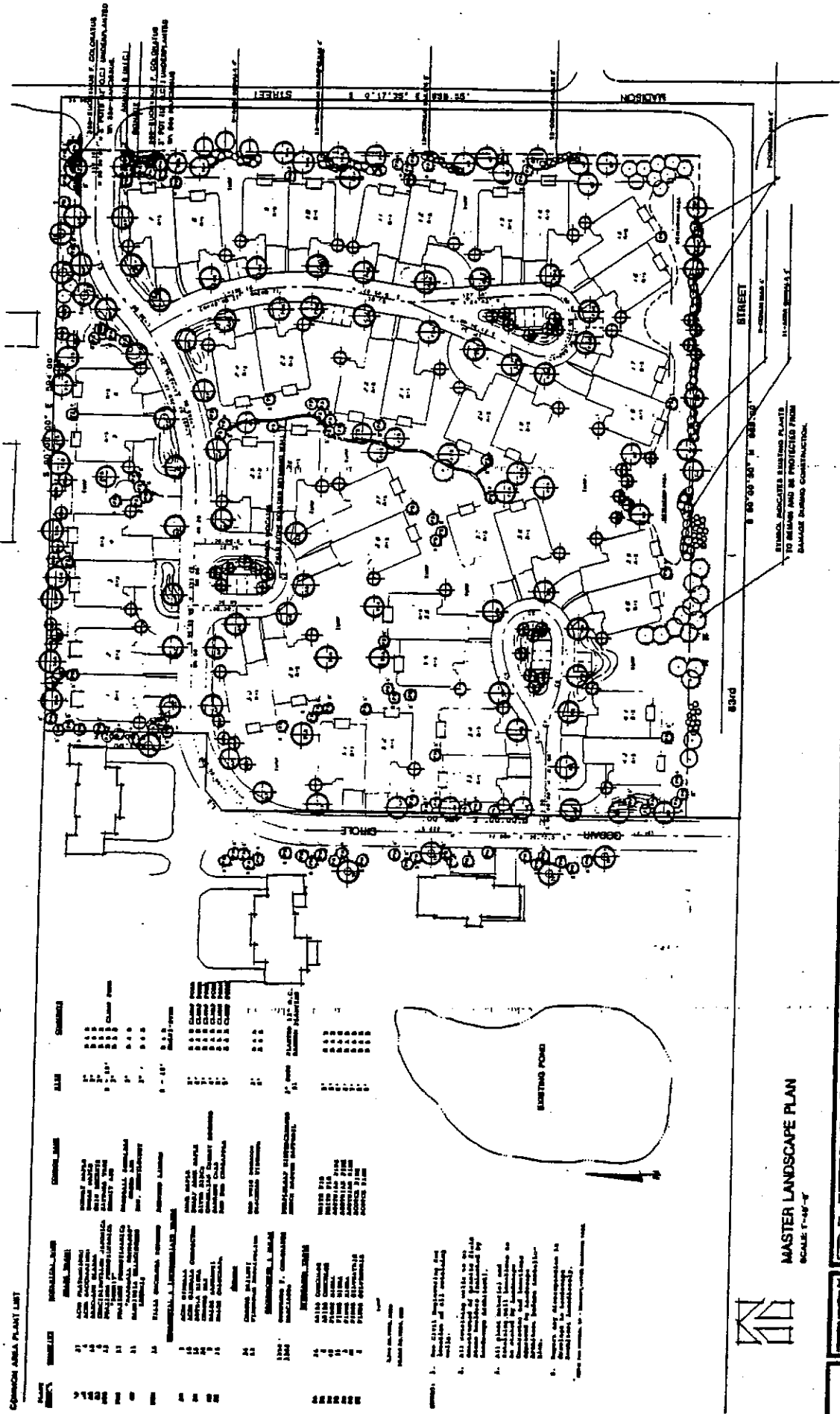
EXHIBIT C
 TO
 DECLARATION OF CONDOMINIUM OWNERSHIP
 AND OF
 EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
 FOR
"RUTH LAKE WOODS CONDOMINIUM ASSOCIATION"

<u>Unit Number</u>	<u>Percentage Interest In Common Elements</u>
1	2.381
2	2.381
3	2.381
4	2.381
5	2.381
6	2.381
7	2.381
8	2.381
9	2.381
10	2.381
11	2.381
12	2.381
13	2.381
14	2.381
15	2.381
16	2.381
17	2.381
18	2.381
19	2.381
20	2.381
21	2.381
22	2.381
23	2.381
24	2.381
25	2.381
26	2.381
27	2.381
28	2.381
29	2.381
30	2.381
31	2.381
32	2.381
33	2.381
34	2.381
35	2.381
36	2.381
37	2.381
38	2.381
39	2.381
40	2.381
41	2.381
42	2.381
TOTAL	100%

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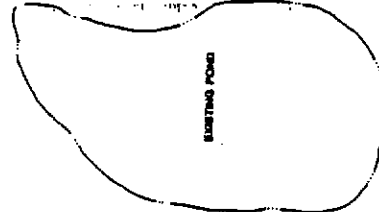
EXHIBIT D TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR "RUTH LAKE WOODS CONDOMINIUM ASSOCIATION"

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COMMON AREA PLANT LIST

PLANT	QUANTITY	LOCATION	REMARKS
1. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
2. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
3. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
4. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
5. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
6. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
7. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
8. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
9. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
10. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
11. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
12. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
13. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
14. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
15. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
16. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
17. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
18. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
19. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
20. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
21. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
22. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
23. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
24. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
25. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
26. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
27. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
28. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
29. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
30. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
31. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
32. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
33. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
34. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
35. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
36. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
37. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
38. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
39. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
40. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
41. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
42. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
43. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
44. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
45. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
46. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
47. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
48. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
49. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING
50. 10' SPREADER	10	DRIVEWAY	PLANTED AT 10' SPACING



MASTER LANDSCAPE PLAN
SCALE 1"=40'-0"

RUTH LAKE WOODS
63rd & MADISON DUFAGE COUNTY, ILLINOIS SILKIS DEVELOPMENT CO.

DATE: 1/18/86
DRAWN BY: J. L. SILKIS
CHECKED BY: J. L. SILKIS
APPROVED BY: J. L. SILKIS
SCALE: AS SHOWN