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RECORDED  
IN PLAT BOOK

11/16/93

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**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**AND OF**  
**EASEMENTS, RESTRICTIONS AND COVENANTS**  
**FOR THE COURTS OF EAGLE POINTE**  
**CONDOMINIUM IN AURORA, DUPAGE COUNTY, ILLINOIS**  
**AND DECLARATION OF BY-LAWS FOR**  
**THE COURTS OF EAGLE POINTE**  
**CONDOMINIUM ASSOCIATION, AN**  
**ILLINOIS NOT-FOR-PROFIT CORPORATION**

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SUBDIVISION OF EAGLE POINTE UNIT 1  
 RECORDED AS DOC # R 93-113994 ON 6-3-93  
 32-389

A delineation of the property  
 described in this instrument  
 appears in  
 PLAT BOOK NO. 1105 PAGE 11

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**DECLARATION OF CONDOMINIUM OWNERSHIP  
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FOR THE COURTS OF EAGLE POINTE  
CONDOMINIUM IN AURORA, DUPAGE COUNTY, ILLINOIS  
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THE COURTS OF EAGLE POINTE  
CONDOMINIUM ASSOCIATION, AN  
ILLINOIS NOT-FOR-PROFIT CORPORATION**

**THIS DECLARATION** is made and entered into by Pulte Home Corporation, a Michigan corporation (hereinafter referred to as the "Developer");

**W I T N E S S E T H:**

**WHEREAS**, the Developer holds legal title to the parcel of real estate situated in the City of Aurora, DuPage County, Illinois (hereinafter called the "Parcel") and legally described on Exhibit A attached hereto and by this reference made a part hereof; and

**WHEREAS**, the Developer 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, (hereinafter called the "Act"); and is further desirous of establishing, for its own benefit and that of all future owners or 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; and

**WHEREAS**, the name of the Condominium shall be "The Courts of Eagle Pointe Condominium"; and

**WHEREAS**, the Developer desires and intends that the several 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 hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

**NOW, THEREFORE**, the Developer, as the legal title holder of the Parcel, and for the purposes above set forth, **DECLARES AS FOLLOWS:**

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**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.** The Condominium Property Act of the State of Illinois, as amended from time to time.

1.02 **Additional Parcel.** Any part of the Future Development Parcel actually submitted to the Act pursuant to the provisions of Article X below.

1.03 **Association.** The Courts of Eagle Pointe Condominium Association, an Illinois not-for-profit corporation.

1.04 **Berming.** That certain berming, and all landscaping thereon, installed by the Developer on the Property along Montgomery Road, which berming shall be a Common Element.

1.05 **Board.** The parties determined pursuant to the terms hereof, and who are vested with the authority and responsibility of administering the Property.

1.06 **Building.** The buildings located on the Parcel, forming a part of the Property and containing the Units, as shown by the surveys depicting the respective floors of said Building.

1.07 **By-Laws.** The provisions for the administration of the Property including, but not limited to, assessment, maintenance, use, occupancy, sale, leasing and alienation, all as hereinafter set forth, or as the same may be from time to time duly amended. Articles XII, XIII, XIV, XV and XVI hereof shall constitute the By-Laws of the Association.

1.08 **Common Driveways.** The portion of the Property connecting any of the public streets within the Property to the Private Driveways (as defined herein).

1.09 **Common Elements.** All portions of the Property except the Units, more specifically described in Section 3.01 hereof.

1.10 **Common Expenses.** The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including, without limitation, the expenses of maintenance, repair, administration and operation of the Common Elements and such off-site improvements to the extent contemplated herein.

1.11 **Courtyard.** The courtyard or exterior area adjacent to each Unit which is for the sole benefit of that particular Unit and is enclosed by a Courtyard Fence. The Courtyards shall be Limited Common Elements to be maintained by the individual Unit Owners.

1.12 **Courtyard Fences.** Those fences, if any, initially installed by Developer on any land within the Property, surrounding the Courtyards, which fences shall be Common Elements.

1.13 **Declaration.** This instrument by which the Property is submitted to the provisions of the Act, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

1.14 **Developer.** Pulte Home Corporation, a Michigan corporation authorized to do business in Illinois, its successors and assigns.

1.15 **Entryways.** Such portions of the Property as Developer may determine, on which Developer has constructed, or may construct, a sign or monument identifying the development and the adjacent development, which signs or monuments shall be Common Elements.

1.16 **Future Development Parcel.** The parcel and tract of real estate described on Exhibit C attached hereto and made a part hereof. The Developer hereafter may develop and improve the Future Development Parcel with multi-family structures or otherwise, pursuant to the provisions of Article X below.

1.17 **Limited Common Elements.** A portion of the Common Elements so designated in this Declaration or on the Plat, as hereinafter defined, as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which by the terms of this Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the owner or owners thereof shall be deemed a Limited Common Element.

1.18 **Majority of the Unit Owners.** 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.

1.19 **Montgomery Road Entryway Fencing.** Those fences and other entryway features installed or as may be installed by Developer on the Property adjacent to Montgomery Road, which fences and other entryway features shall be Common Elements.

1.20 **Montgomery Road Right-of-Way Landscaping.** The landscaping initially installed by Developer within the right-of-way in Montgomery Road adjacent to the north side of the Property.

1.21 **Normantown Road Right-of-Way Fencing.** Those fences installed or as may be installed by Developer within the west side right-of-way of Normantown Road adjacent to the Property.

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1.22 **Normantown Road Right-of-Way Landscaping.** The landscaping initially installed by Developer within both sides of the right-of-way in Normantown Road adjacent to the Property.

1.23 **Occupant.** Person or persons, other than a Unit Owner, in possession of a Unit.

1.24 **Parcel.** The entire tract of real estate above described, submitted to the provisions of the Act and any Additional Parcel, as hereinafter defined, submitted to the Act pursuant to the provisions of Article X below.

1.25 **Parking Area.** Each portion of the Common Elements designated or shown as a Parking Area on the Plat or as shown in such other instruments that may be executed and recorded by Developer.

1.26 **Parking Space.** A part of the Parking Area intended for the parking of a single motor vehicle.

1.27 **Pedestrian Pathways.** Those asphalt pathways installed by Developer on any portion of the Common Elements, designed to accommodate pedestrian traffic within the Property, over, upon, and across Common Elements, which pathways shall be Common Elements.

1.28 **Person.** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.29 **Plat.** The plats of survey of the Parcel and all of the Units in the Property submitted to the provisions of the Act, said Plat being attached hereto as Exhibit A and made a part hereof and recorded with the recording of this Declaration.

1.30 **Pond and Park Area.** That portion of the Property which is improved with a retention pond and park area, which area shall be a Common Element.

1.31 **Private Driveways.** The paved portion of the Property abutting a Unit intended for the parking of a single motor vehicle or for providing direct access to the garage of that Unit; said Private Driveways constitute a Limited Common Element of the Unit to which they are appurtenant.

1.32 **Property.** All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including 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, as hereinafter defined, submitted to the provisions of the Act. Property shall include such portions of the Future Development Parcel, as hereinafter defined, as may from time to time be improved by

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Developer and submitted to the provisions of the Act in accordance with the provisions hereof, but only upon such submission.

1.33 **Unit.** A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling, or such other uses permitted by this Declaration, and more specifically described hereafter in Article II.

1.34 **Unit Owner.** The person or persons, whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

1.35 **Unit Ownership.** A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

1.36 **Voting Member.** One person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners.

## ARTICLE II.

### UNITS

#### 2.01 **Description and Ownership.**

(a) All Units are delineated on the Plat and listed on Exhibit B and shall have lawful access to a public way over Common Elements.

(b) Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit A including, without limitation, the garage unit for each such Unit, pipes, ducts, flues, chutes, conduits, wires, and other utility, heating, cooling or ventilation systems or equipment to the extent and only to the extent serving only such Unit; and (anything herein to the contrary notwithstanding) excluding all structural components of the Building, the term "structural components" includes structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through the Unit and forming a part of any system serving more than the Unit, or any components of communication or master antenna systems, if any, located in the Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit A. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit A, and every such description shall be deemed good and sufficient for all purposes.

(c) Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit A.



(d) To the extent such data is available to the Developer at the time this Declaration is filed, the Plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) every Building and each floor thereof; and (3) each Unit in every Building and said Unit's horizontal and vertical dimensions. However, the Developer hereby reserves unto itself, the right, from time to time, as further data becomes available, to amend the Plat so as to set forth the measurements, elevations, locations and other data required by the Act, with respect to the Buildings and the Units now or hereafter constructed on the Parcel including any Additional Parcel submitted to the Act pursuant to the provisions of Article X below.

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Developer and its agents, and each of them singly, as attorney-in-fact, to amend the Plat, as described above, without notice to any Unit Owner. Each deed, mortgage or other instrument with respect to a Unit, and the acceptance thereof, shall be deemed a grant of such power to each of said attorneys-in-fact, and acknowledgement of and consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to amend the Plat, as described above.

2.02 **Certain Structures not Constituting Part of a Unit.** Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through his Unit and forming a part of any system serving more than his Unit, or any components of communication systems, if any, located in his Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

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## ARTICLE III.

### COMMON ELEMENTS

3.01 **Description.** The Common Elements shall consist of all portions of the Property, except the Units, and including the Limited Common Elements, unless otherwise expressly specified herein. The Common Elements include, without limitation, any of the following items located at the Property: the Courtyard Fences, the Common Driveways, the Pond and Park Area, the Entryways, the Parking Area, the Pedestrian Pathways, the Berming, the Montgomery Road Entryway Fencing, the land (including the landscaping), foundations, walls, entrances and exits, hallways, mail boxes, roof, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building, outside walks and driveways, and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

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 B attached hereto. The percentages of ownership interests set forth in Exhibit B have been computed and determined in accordance with the Act, and shall remain constant and shall not be changed, except as specifically permitted under the Act or Article X of the Declaration, without unanimous written consent of all Unit Owners and fifty-one percent (51%) of the mortgagees having bona fide liens of record against any of the Unit Ownerships. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

3.03 **Limited Common Elements.** The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, as designated as such in this Declaration or any amendment thereto, including in the Plat, or which by the nature or location thereof, or by the terms of this Declaration, are clearly intended to be reserved for or for the use of one or more Units to the exclusion of other Units. The Limited Common Elements appertaining to, or designated or reserved for or for the use of, or serving any Unit (alone or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the following: (a) the Courtyards; (b) the perimeter walls, ceilings and floors which define the boundary planes of a

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Unit; (c) perimeter doors (including garage doors) and their component parts and windows and their component parts which serve exclusively a single Unit; (d) any system or component part thereof (including, without limitation, the furnaces, boilers, fittings, housings, ducts, flues, shafts, electrical wiring, conduits and the areas or rooms containing them) which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit; and (e) the Private Driveways. The Board, at its option, may designate any improvement as a Limited Common Element, to the extent such improvement benefits one Unit, as opposed to all of the Units.

3.04 **Use of Limited Common Elements.** Each Unit Owner and Occupant shall have the right to (a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner or Occupant, which right shall be appurtenant to and shall run with title to such Unit, and shall not be separated from such Unit, and (b) the use and possession of the Limited Common Elements serving the Unit of such Unit Owner or Occupant in common with one or more (but not all) other Units, which use and possession shall be to the exclusion of all other persons except the Unit Owner and Occupant of any such other Unit to which such Limited Common Elements shall respectively appertain. The use of Limited Common Elements may be transferred between Unit Owners at their expense in accordance with the Act.

3.05 **Use of the Common Elements.**

(a) **General.** Subject to the provisions of this Declaration, each Unit Owner shall have the nonexclusive right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases or licenses made by or assigned to the Board) in common with the other Unit Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by such Unit Owner, and such other incidental uses as are permitted by this Declaration. Each Unit Owner shall have the right to the use and possession of the Limited Common Elements serving his Unit, in common with other Unit Owners, if any, having like right thereto pursuant to this sentence and with all other parties to whom such rights extend pursuant to Section 3.05(b) of this Declaration, and to the exclusion of all other parties. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and be governed by the provisions of the Act, this Declaration, and rules and regulations of the Association.

(b) **Guest Privileges.** The aforescribed rights shall extend to the Unit Owner and the members of the immediate family and authorized occupants, tenants, guests, visitors, agents, servants, invitees, customers and licensees of the Unit Owner, subject to reasonable rules and regulations with respect thereto.

(c) **Disclaimer of Bailee Liability.** Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, any Unit Owner, nor the Developer shall be considered a bailee of any personal property stored in the Common

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Elements and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

3.06 **Parking Area.** The Parking Area is a part of the Common Elements, and includes all Parking Spaces. The Developer, the Board or the Association may allocate Parking Spaces on such basis at such fees as the Developer, the Board or the Association deems appropriate (which fees may include short term charges for guest, employee and other transient parking) and may prescribe such rules and regulations with respect to the Parking Area as it may deem fit.

#### **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.

4.02 **No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, 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.

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4.03 Easements.

(a) Encroachments. In the event that (i) by reason of the construction, repair, settlement or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit; or (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by any other Unit Owner; or (iii) by reason of the design or construction of utility and ventilation systems, any mains, pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit; then in any such case, valid easements for maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit, or the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit Owner or has been created by the Unit Owner or his agent through intentional, willful or negligent conduct.

(b) Easements for Utilities. Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, City of Aurora and all other suppliers of utilities serving the Property and any person providing cable television to any Unit Owners or to the Property, are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property, any Additional Parcel or the Future Development Parcel with utility and commercial entertainment services, together with the reasonable right of ingress to and egress from the Property for said purpose; and the Developer, Board or Association may hereafter grant other or additional easements for utility purposes and for other purposes including such easements as the Developer may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements, for the benefit of the Property, over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with, the use of his Unit or any Limited Common Element serving his Unit, other than reasonably and temporarily). Easements are also hereby declared and granted for drainage and to install, lay, operate, maintain, repair and replace any swales, ditches, pipes, wire, ducts, conduits, public utility lines, commercial entertainment lines, components of the communications

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systems, if any, or structural components, which may run through the walls of a Unit and which constitute or will constitute Common Elements, whether or not such walls lie in whole or in part within the Unit boundaries. Furthermore, easements are hereby granted to the suppliers of water to the Units to maintain and repair the meter located in a Unit, together with the reasonable right of ingress to and egress from the Unit for said purpose. Notwithstanding the foregoing, it is contemplated that one water meter may serve more than one Unit.

The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes for the benefit of the Property or any part of all of any Additional Parcel or the Future Development Parcel, over, under, along and on any portion of said Common Elements, and each Unit Owner and each mortgagee of a Unit hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

The Developer hereby reserves to itself and the Association, and their respective successors and assigns, the right, without notice to, or the consent of, any Unit Owner or mortgagee of a Unit: (i) to record a supplement to the Plat showing the location of any or all of such utility or commercial entertainment conduits, cables, pipes, mains, electrical wiring, transformers and switching apparatus and other equipment "as built" and (ii) to record, from time to time, additional supplements, showing additions, modifications and deletions to any or all of such conduits, cables, pipes, mains, electrical wiring, swales, ditches, transformers and switching apparatus and other equipment. A power coupled with an interest is hereby granted to the Developer and the Association, acting by and through their respective duly authorized officers, their respective successors, assigns, agents and designees, and each of them singly without the other's concurrence, as attorney-in-fact to do or cause the foregoing to be done. The acceptance of each deed, mortgage, trust deed or other instrument with respect to a Unit shall be deemed a grant of such power to each said attorney-in-fact, an acknowledgement of a consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to record any and all such supplements.

(c) Blanket Easement in Favor of Developer and Other Parties and Other Easements. The right of the Unit Owners to use and possess the Common Elements as set forth herein shall be subject to a blanket easement over the Common Elements (including those now or hereafter located on any Additional Parcel) in favor of the Developer, and its respective representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns, for the purpose of (i) access and ingress to and egress from the Common Elements and the Future Development Parcel or any part thereof; (ii) construction, installation, repair, replacement and restoration of utilities, roads, buildings, landscaping and any other improvements on the Parcel or the Future Development Parcel or any part thereof; (iii) tapping into and using sewer, water or other utility lines on or adjacent to the Parcel or the Future Development Parcel, (iv) the installation and maintenance of signs advertising the residences constructed or to be

constructed on the Parcel and the Future Development Parcel or any part thereof, and signs directing potential purchasers to the sales office and models erected in connection with such residences; and (v) any other development of the Future Development Parcel or any part thereof. The foregoing easements shall be deemed and taken to be covenants running with the land.

(d) Easements to Run with Land. All easements and rights described herein are easements appurtenant running with the land, and so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

#### ARTICLE V.

#### COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

5.01 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 Bylaws. 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 Article XVI hereof.

5.02 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.

5.03 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.

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ARTICLE VI.

INSURANCE

6.01 Insurance.

(a) The Association shall acquire and pay for out of the Maintenance Fund herein provided for, the following:

(i) Such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems advisable in the operation, and for the protection, of the Common Elements and the Units. The Association shall also comply with the insurance requirements of the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the U.S. Department of Housing and Urban Development ("HUD"), the Federal Housing Authority ("FHA") or the Veteran's Administration ("VA") to the extent that: (y) such agency is a mortgagee, assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified thereof; and (z) such agency's requirements do not conflict with those contained in the Act. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act.

The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of any loss resulting in the destruction of the major portion of one or more Units occurring after the first annual meeting of the Unit Owners is held pursuant to the provisions of the By-Laws, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

Each Unit Owner, other than the Developer, shall notify the Association in writing of any additions, alterations or improvements to his Unit and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the Association. The Association shall use its reasonable efforts to obtain insurance on any such additions, alterations or improvements if such Unit Owner requests it to do so and if such Unit Owner shall make arrangements satisfactory to the Association to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the Association 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. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each Unit and shall provide that such policies shall not be terminated, cancelled or substantially modified without at least thirty (30) days' prior written notice to the mortgagee of each Unit.

(ii) Comprehensive public liability and property damage insurance in such limits as the Association shall deem desirable provided that such limit shall not be less than \$1,000,000.00 per occurrence, for personal injury and/or property damage, insuring the Association, the members of the Board, the managing agent, if any, and their respective agents and employees, and the Unit Owners from any liability in connection with the Property. Such policy shall provide that the insurance coverage shall not be cancelled or substantially modified without at least thirty (30) days' written notice to the Association.

(iii) Fiduciary insurance coverage to protect against dishonest acts on the part of all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association, if such insurance is mandated by law or if the Association shall elect to effect it. Such insurance coverage shall name the Association as an insured or obligee and shall be in an amount at least equal to the maximum amount of funds that will be in the custody of the Association plus Reserves.

(iv) In the event FHLMC, FNMA, HUD, FHA or VA is a mortgagee, an assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified, a fidelity bond or bonds (or insurance coverage if acceptable to such of FHLMC, FNMA, HUD, FHA or VA as are then a mortgagee or an assignee of a mortgagee or an insurer or guarantor) to protect against dishonest acts on the part of the officers, directors, trustees and employees of the Association and all others who handle, or are responsible for handling funds of the Association. Such bond or bonds shall name the Association as an obligee and shall be in an amount at least equal to 150% of the estimated annual Common Expenses including Reserves, unless a higher amount is required by the FHLMC, FNMA, HUD, FHA or VA, in which case the bond or bonds shall be in the higher amount. Such bond or bonds shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee."

(v) Such other forms of insurance as the Association shall elect to effect, including such Workmen's Compensation insurance as may be necessary to comply with applicable laws.

(b) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which

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the Association deems advisable in connection with any insurance, shall be Common Expenses.

(c) The Association shall secure insurance policies that will provide for the following:

(i) with respect to the insurance provided for in (a)(ii) of this paragraph, for coverage of cross liability claims of one insured against another and to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners; and

(ii) a waiver of any rights to subrogation by the insuring company against any named insured.

(d) The Association may, but shall not be required to, secure policies providing:

(i) with respect to the insurance provided for in (a)(i) of this paragraph, that the policy cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners; and

(ii) with respect to the insurance provided for in (a)(i) of this paragraph, that the insurer shall not have the option to restore the Property, if the Property is sold or removed from the provisions of the Act.

(e) Each Unit Owner shall be responsible for insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner which are contained in a Unit and not a part of the Unit, and not insured pursuant to the terms hereof, and insurance for his personal liability to the extent not covered by insurance maintained by the Association.

(f) Upon the cancellation of any policy of insurance which the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.

(g) In the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building and to the extent not inconsistent with the terms of the Act, shall be applied to restore the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and Common Elements to have the same vertical and horizontal boundaries as before the first or other disaster.

(h) If, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Building as set forth in the preceding subparagraph then:

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

(ii) At such meeting, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof which must be raised by way of special assessment.

(iii) The Building shall be restored and the proposed special assessment shall be levied only upon the vote of 75% of the Unit Owners.

(iv) If the Unit Owners do not vote to restore the Building at the meeting provided for in (i) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. If the Unit Owners do not vote to restore the Building within one hundred eighty (180) days after the fire or other disaster, then the Board may (but shall not be required to) record a notice as permitted under the Act.

(v) If the Unit Owners do not vote to restore the Building under the provisions of the immediately preceding subparagraph and the Board does not record a notice as permitted under the Act, then the Unit Owners may, upon the affirmative vote of all of the Unit Owners voting at a meeting duly called for that purpose and with the consent of sixty-seven percent (67%) of First Mortgagees, authorize the President or Vice President and the Secretary or Assistant Secretary to execute and record an amendment to this Declaration for the purpose of withdrawing any portion of the Building so affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit shall be reallocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. 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 of the market value of the Unit, as determined by the Board. The allocation of any insurance, or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements.

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 of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, assessments attributable to the period after such

withdrawal shall no longer be required for such withdrawn Unit or shall be equitably reduced to reflect such withdrawn portion.

## ARTICLE VII.

### ADMINISTRATION

7.01 **Association.** The Association has been formed prior to the recording hereof as a not-for-profit corporation under the General Not-for-Profit Corporation Act of the State of Illinois and for the purposes and having the powers prescribed in the Act, and having the name (or a name similar thereto) The Courts of Eagle Pointe Condominium Association and shall be the governing law for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board shall be deemed to be the "Board of Managers" for the Unit Owners referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon the transfer of his ownership interest the transferee thereof shall likewise succeed to such membership in the Association. The Association shall have one class of membership.

7.02 **Administration of Property.** The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the "Board") which shall consist of six (6) persons who shall be elected in the manner hereinafter set forth; provided, however, that, irrespective of anything else contained in this Declaration, for a period commencing on the date this Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of Voting Members, the Developer shall have the right to designate and select up to a maximum of six (6) persons who shall serve as members of the Board or to exercise the powers of the Board as provided in the Act. Except for directors so designated by the Developer, each member of the Board shall be one of the Unit Owners; provided, however, that in the event 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, or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board, so long as any such agent (other than a person designated by the Developer) resides on the Property. If a Unit Owner owns more than one Unit and is a corporation, partnership, trust or other legal entity, other than a natural person, then any number of agents or beneficiaries of such Unit Owner may be directors, provided that the number of such Unit Owner's agents or beneficiaries who become directors shall not exceed the number of Units owned by such Unit Owner. If a director fails to meet such qualifications during his term, he shall thereupon cease to be a director, and his place on the Board shall be deemed vacant.

7.03 **Duties and Powers of the Association.** The duties and powers of the Association and the Board shall be those set forth in the Articles of Incorporation of the Association and this Declaration (including the Bylaws); provided, however, the terms and

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provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand and this Declaration, the Bylaws and such Articles of Incorporation, on the other hand.

7.04 **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 Bylaws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

## **ARTICLE VIII.**

### **MAINTENANCE, ALTERATIONS AND DECORATING**

#### **8.01 Maintenance, Repairs and Replacements.**

(a) The Association, at its expense, shall be responsible for the maintenance, repair, and replacement of those portions, if any, of each Unit which contribute to the support of the Building excluding, however, all items constituting Limited Common Elements. In addition, the Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, shafts and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Section 2.02 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under paragraph (b) below, or any other provision of this Declaration. Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Association acting by and through the Board as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association. The Association, at its sole cost and expense, shall be responsible for the snow plowing of the Parking Areas, Common Elements and the private streets and facilities thereon, and for snow removal from driveways, service walks and the area around any cluster mailboxes, provided however, the Association may, in its sole judgment, assign responsibility for snow removal from driveways and service walks and front stoops to Unit Owners. In addition to the maintenance, repair and replacement of the Common Elements, the Association shall be responsible for the maintenance, repair, and replacement of the Normantown Road Right-of-Way Fencing; Normantown Road Right-of-Way Landscaping; and Montgomery Road Right-of-Way Landscaping.

If the Association shall default in any of its obligations described above in this Section 8.01(a) and if such default shall continue for thirty (30) days after notice thereof in writing to the Board, then and in such event, the City of Aurora ("City") shall have the right (but not the obligation) to enter upon the Common Elements and remedy the same or cause the same to be done. The Association shall, upon demand, reimburse the City for the reasonable cost of such work and if payment is not made within thirty days after demand, then, with respect to each Unit Ownership, the amount due multiplied by the percentage of ownership in the Common Elements shall become a lien on the Unit Ownership. Each such lien shall be subordinate to the lien of the first mortgage on the

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Unit Ownership, but shall be superior to the Association's assessment lien with respect to the Unit Ownership for assessments which become due after the date on which the City's lien attaches to the Unit Ownership. At the request of the City, the Association shall levy a special assessment for the payment of any such amounts which become due to the City and the City shall have the right to seek an injunction causing the Association to make such a special assessment or, in the alternative, to record an appropriate notice of lien against all of the Unit Ownerships and to foreclose any such lien as provided for or permitted under applicable law. This Section 8.01(a) shall be deemed a covenant running with the land and shall not be amended or deleted without the prior written consent of the City.

The City has heretofore established Special Service Area Number 24, which shall reimburse the Association for the costs of maintaining, repairing and replacing the following facilities, including any watering systems located thereon; the Pedestrian Pathways, the Entryways (along Montgomery Road), the Montgomery Road Entryway Fencing, the Montgomery Road Right-of-Way Landscaping, the Berming, and the Pond and Park Area. The Association shall remain responsible for performing all of such functions.

(b) Except as otherwise provided in paragraph (a) above, each Unit Owner shall furnish and be responsible for, at his own expense:

(i) All of the maintenance, repairs and replacements within his own Unit, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Units, shall be furnished by the Board as part of the Common Expenses.

(ii) All of the decorating within his own Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the common walls and the interior surfaces of the vertical perimeter walls, floors and ceiling of his Unit, and such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time.

(iii) Except as provided herein, all of the maintenance, repair, and replacement of the Limited Common Elements benefiting a Unit, in whole or in part, shall be performed by the Board. Each Unit Owner shall be individually responsible for the repair, maintenance and replacement of (i) the Courtyard Area; (ii) all doors and their component parts, including garage doors; (iii) all windows and their component parts; (iv) all walls, ceilings and floors with respect to which

each Unit Owner is entitled to the exclusive use. To the extent provided for herein, the Board shall perform, or cause to be performed, such maintenance, repair, and replacement of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to Unit Owners benefited thereby. Notwithstanding the foregoing, with the prior written consent of the Board obtained on a case-by-base basis, the Unit Owner at its sole cost and expense may perform such maintenance, repair or replacement of the applicable Limited Common Elements.

(c) The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Building, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against the Board or Association (or against the Developer) for any work ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Board or Association or the Developer.

8.02 **Negligence of Unit Owner.** If, due to the willful misconduct or negligent act or omission of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized Occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit owned by others, or maintenance, repairs or replacements shall be required, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

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

8.04 **Additions, Alterations or Improvements.**

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

(b) Except as otherwise provided herein, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements and

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no additions, alterations or improvements shall be made by a Unit Owner to his Unit (where such work alters the structure of the Unit or increases the cost of insurance required to be carried by the Board hereunder) without the prior written consent of the Board. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by a Unit Owner upon the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

- (1) Require the Unit Owner to remove the addition, alteration or improvement and restore the Property to its original condition, all at the Unit Owner's expense; or
- (2) If the Unit Owner refuses or fails to properly perform the work required under (1), the Board may cause such work to be done and may charge the Unit Owner for the cost thereof as determined by the Board; or
- (3) Ratify the action taken by the Unit Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

#### ARTICLE IX.

#### DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF PROPERTY

9.01 **Sufficient Insurance.** In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by 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 therefor.

9.02 **Insufficient Insurance.**

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

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in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such owner in the Common Elements as set forth in Exhibit B attached hereto; (c) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property as provided in the Act; and (d) the Property shall be subject to any action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the Property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

2. In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable and there is insufficient insurance proceeds, upon the affirmative vote of not fewer than three fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting, the Board or its representative shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

3. In the case of damage or other destruction, upon affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated to 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, excluding the Limited Common Elements, shall be allocated and distributed on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Comment Elements, shall be allocated and distributed 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.

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9.03 **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 reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award available in connection with the withdrawal of any Unit, or any portion of the Common Elements or the Limited Common Elements shall be as hereinafter provided, 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. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on the equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, excluding the Limited Common Elements, shall be allocated and distributed on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element shall be allocated and 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.

9.04 **Notice.** The holder, insurer or guarantor of the mortgage on any unit in the project is entitled to timely written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

9.05 **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, with each Unit and Common Elements having the same vertical and horizontal boundaries as before.

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ARTICLE X.

ADD-ON CONDOMINIUM

10.01 Annexing Additional Property.

(a) The Developer reserves the right, within five (5) years of the date of the recording of this Declaration, to annex and add to the Parcel and Property and thereby add to the condominium created by this Declaration, by recording an amended Plat or Plats in accordance with Section 5 of the Act and an amendment or amendments to the Declaration in accordance with Section 6 of the Act (an "Amendment"), all or a portion of the real estate legally described on Exhibit C attached hereto and hereby made a part hereof (the "Additional Parcel"). No rights or interest of any character whatsoever in all or any portion of the Additional Parcel shall attach to any Unit or Unit Owner except as to that portion described in paragraph 2 of this Declaration as amended from time to time.

(b) Each such Amendment shall include the following, all in accordance with Section 25 of the Act:

(i) an amended paragraph 2 which shall amend said paragraph by setting forth the amended description of the Parcel to include that portion of the Additional Parcel being annexed and added;

(ii) separate legal descriptions of such portion of the Additional Parcel being annexed and added and the remainder of the Additional Parcel, if any;

(iii) an amended Plat showing the boundaries of such portion of the Additional Parcel and of the entire Parcel as amended, and delineating the additional Units located on such portion of the Additional Parcel;

(iv) an amended Exhibit A which shall amend Exhibit A hereto by setting forth the legal description of the Units added by such Amendment, as well as all previous Units;

(v) an amended Exhibit B which shall amend Exhibit B hereto by setting forth the amended percentages of the undivided interests in the Common Elements (as amended and added to by such Amendment) allocated to each Unit (including all previous Units and the Units added by such Amendment).

(c) The percentages of undivided ownership interest in the Common Elements as amended by each such Amendment, and as set forth in the amended Exhibit B, shall be determined and adjusted in the following manner:

(i) The aggregate value of all of the Units including the newly added Units, shall be deemed to be the new value of the Property as a whole. "Value" as

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used in this paragraph shall be determined by the Developer as of the date of the recording of such Amendment. Such determination by the Developer shall be conclusive and binding upon all Unit Owners, mortgagees and other parties.

(ii) The percentages of undivided ownership interest in the entire Common Elements, including the newly added Common Elements, shall have allocated among all the Units, by dividing the value of each Unit by the value of the Property as a whole.

Each and all of the provisions of the Declaration and the Exhibits attached hereto, as amended by each such successive Amendment and the amended Exhibits attached thereto, shall be deemed to apply to each and all of the Units, including all such newly added Units, and to all of the Common Elements, including all newly added Common Elements.

The recording of such an Amendment shall not alter or affect the amount of any liens for common expenses due from any Unit Owners prior to such recording, nor the respective amounts assessed to or due from Unit Owners for Common Expenses or other assessments prior to such recording.

(d) The lien of any mortgage encumbering any Unit, together with its appurtenant percentage of undivided ownership interest in the Common Elements, shall automatically be deemed to be adjusted and amended when an Amendment is recorded, in accordance with the respective percentage of undivided ownership interest in the Common Elements for such Unit as set forth in the amended Exhibit B attached to such Amendment, and the lien of such mortgage shall automatically attach in such percentage to the Common Elements, as then constituted.

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

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

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(i) The portion of the Additional Parcel described in each such Amendment shall be governed in all respects by the provisions of this Declaration.

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

(iii) Each deed, mortgage or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall, upon the recording of such Amendment, be divested pro tanto to the reduced percentage set forth in such amendment and vested among the other Owners, mortgagees and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded Amendment.

(iv) A right to revocation is hereby reserved by the grantor in each such deed, mortgage and other instrument of a Unit to so amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Unit.

(v) The foregoing provisions of this Declaration contain clauses designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.

(g) Neither the Additional Parcel nor any portion thereof is required to be added to the condominium and portions of the Additional Parcel may be added to the condominium at different times without limitation as to what order such additions are made.

(h) The maximum number of Units to be constructed on portions of the Additional Parcel not hereby submitted to the provisions of the Act is 112 Units. All improvements on any portion of the Additional Parcel to be added shall be substantially completed before such portion of the Additional Parcel is added to the condominium.

(i) The structures, improvements, Building and Units to be constructed on the Additional Parcel not hereby submitted to the provisions of the Act shall be compatible with the configuration of the improvements on the Parcel hereby submitted to the provisions of the act in relation to density, use, construction and architectural style.

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(j) An appurtenant easement over and on the Common Elements is reserved to the owner for the purpose of doing what is reasonably necessary and proper in conjunction with improvements to be constructed on the Additional Parcel.

10.02 **FHA or VA Approval.** If the mortgage on any Unit within the Condominium is issued or guaranteed by The Federal Housing Authority (FHA) or the Veteran's Administration (VA), any amendment of the Declaration pursuant to this Article X which is not consistent with a development plan approved by FHA or VA shall require the approval of such agency.

## ARTICLE XI.

### BYLAWS

The provisions of the following Articles XII, XIII, XIV, XV and XVI shall constitute the Bylaws of the Association and the Bylaws prescribed by the Act.

## ARTICLE XII.

### BOARD OF DIRECTORS

12.01 **In General.** The initial Board of Directors designated by the Developer pursuant to the terms hereof shall consist of up to six (6) directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date this Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of Voting Members held as provided herein. Said initial Board may, on behalf of the Developer, exercise the rights reserved herein.

12.02 **Election of Board Members at the Initial Meeting and Thereafter.** At the initial meeting of Voting Members held as provided herein, the Voting Members shall elect the Board. In all elections for members of 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 offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the next annual meeting. At the initial annual meeting six (6) Board members shall be elected. The three (3) persons receiving the highest number of votes shall be elected to a term of two (2) years and the three (3) persons receiving the next highest number of votes shall be elected to a term of one (1) year. The election as between candidates receiving the same number of votes shall be determined by lot. All members of the Board shall be elected at large. Upon the expiration of the terms of office of the Board members so elected at the initial meeting and thereafter, successors shall be elected for a term of two (2) years each. Members of the Board shall receive no compensation for their services. Unless a vacancy is filled by the Board as provided herein, vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the meeting at which the vacancy occurs, the next annual meeting or a special meeting of the Voting Members called for such purpose. Vacancies may also be filled by the Board by a two-thirds (2/3) vote of the remaining members thereof at a special meeting of the Board which

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vacancy shall be filled until the next annual meeting of the Voting Members or for a period terminating no later than thirty (30) days following the filing of a petition signed by Voting Members holding twenty percent (20%) of the votes of the Association requesting a meeting of the Voting Members to fill the vacancy for the balance of the term. A meeting of the Voting Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the Voting Members filing of a petition signed holding twenty percent (20%) of the votes of the Association requesting such a meeting. 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 meetings 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 Section 5.05 hereof, of any meeting of the Board called for the purpose of considering the adoption of the 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. Any member of the Board may succeed himself.

12.03 **Officers.** The Board shall elect from amongst its members a President who shall preside over both its meeting 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 as provided herein and in the Act, 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 to the office of the Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect from amongst the members of the Board. The term of office for each officer shall be until the next succeeding annual meeting of the Board, and until his successor shall be duly elected or appointed and qualified pursuant hereto. Vacancies in any office shall be filled by the Board by a majority vote of the 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 (2/3) of the total membership of the Board at a special meeting hereof. Any officer may succeed himself.

12.04 **Notice of Meeting to Members of Board.** 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.

12.05 **Notice of Meeting to Unit Owners and Others.** All meetings of the Board shall be open to attendance by 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 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; that any vote on these matters shall be

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taken at a meeting or portion thereof open to any Unit Owner; that any Unit Owner may record the proceedings at a meeting required to be open by this Act by tape, film or other means; that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings, that notice of such meetings shall be mailed or delivered to persons entitled to such notice at least 48 hours prior thereto unless a written waiver of such notice is signed by the persons or persons entitled to such notice pursuant to this Declaration, the By-Laws, any other Condominium Instrument, or any provision of law, before the meeting is conveyed, and that copies of notices of meetings of the Board shall be posted in any conspicuous place in the condominium at least 48 hours prior to the meeting of the Board, except where there is no common entranceway for 7 or more Units, the Board of Directors may designate one or more locations in the proximity of these Units where the notices of meeting shall be posted.

12.06 **Delivery of Documents by Developer.** Within sixty (60) days following the election of a majority of members of the Board other than those members designated by the Developer, the Developer shall deliver to the Board the following:

- (1) All original documents as recorded or filed pertaining to the Property, its administration, and the Association, such as this Declaration, Articles of Incorporation for the Association, other condominium instruments, annual reports, a minute book containing the minutes of any meetings held by the Association and any rules and regulations governing the Property, 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 recorded as 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) Any Association funds on hand which shall have been at all times segregated from any other funds of the Developer;
- (4) A schedule of all real or personal property, equipment and fixtures owned by the Association, including documents such as invoices or bills of sale, if available, evidencing transfer of title to such property, 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

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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 subparagraph.

12.07 **Removal.** Except for directors designated by Developer pursuant to the terms hereof, any Board member may be removed from office, at any time after the election of directors at the initial meeting of Voting Members pursuant to the terms hereof, by affirmative vote of the Voting Members owning at least two-thirds (2/3) of the Units, 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 or any subsequent meeting called for that purpose.

The Association (or the Developer, in the exercise of the powers reserved herein), shall furnish any Unit Owner, within three (3) working days of delivery to it of a request therefor, the names, addresses, telephone numbers (if known), and the number of votes of each Unit Owner entitled to vote at the initial meeting of the Voting Members to elect members of the Board and at each subsequent meeting of the voting members to elect members of the Board.

12.08 **General Powers of the Board.** The Board shall have the following general powers:

1. Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements, and maintenance, replacement and repair of 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, including the Limited Common Elements;
6. Supplying annually to all Unit Owners an itemized accounting of the Common Expenses for the preceding year actual incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures, plus reserves (and, upon submission of a written request by the holder, insurer or guarantor of any first mortgage, obtaining and providing an audited financial statement of the Association for the preceding fiscal year);
7. Obtaining adequate and appropriate kinds of insurance;

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8. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;
9. Adoption and amendment of rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations and which conforms to the requirements of the Act, however, no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution;
10. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
11. To have access to each Unit from time to time as may be necessary for the maintenance, repair and replacement of any Common Elements or Limited Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements, the Limited Common Elements or to other Unit or Units;
12. Pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;
13. Pay for utility services which are purchased for the Property by the Association;
14. Impose charges for late payments of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association;
15. Unless the condominium instruments expressly provide to the contrary, assign its right to future income, including the right to receive Common Expenses;
16. To pay for water, sanitary fees, other operating expenses, electricity, and other necessary utility service for the Common Elements and for the Units, to the extent not separately metered;
17. To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, repair, and replacement of the Common Elements (including the Limited Common Elements, except as limited by other sections hereof);

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18. To pay for any other materials, supplies, 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 Bylaws of which in its opinion, shall be necessary or proper for the maintenance and operation of the Property, as a first-class condominium development or for the enforcement of the Board's rules and regulations;
19. To pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Property or any part thereof which first arises after the date of this Declaration and which may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason or said lien or liens shall be specially assessed to said Unit Owners;
20. To maintain and repair any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Property, and the Unit Owner of such Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair;
21. The Board or its agent, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board as a Common Expense, provided however, the Board shall not be obligated to repair any additions or betterments added by the Unit Owner without the prior written consent of the Association;
22. 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 Twenty Five Thousand Dollars (\$25,000.00) without in each case the prior approval of Voting Members having two-thirds (2/3) of the total votes;
23. 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

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Board, such documents shall be signed by the treasurer and counter-signed by the President of the Board;

24. The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board; provided, however, that such manager or agent shall be engaged under a contract which does not exceed two (2) years, which is renewable by consent of the Board and the manager or agent and which permits the Association to terminate same for cause or without cause, without compensation, upon 90 days notice; provided, further, that any management contract negotiated by a Board the majority of which is elected or controlled by the Developer shall not exceed one (1) year;
25. The Board may retain the services of any accountant and attorney;
26. Nothing hereinabove 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;
27. Upon authorization by a two-thirds vote of the members of the Board of Directors or 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 assessment 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;
28. Any contract, lease or other agreement made prior to the election of a majority of the Board other than the Developer by or on behalf of Unit Owners, individually or collectively, the Association or the Board, which extends for a period of more than two years from the recording of the Declaration, shall be subject to cancellation by more than one-half (1/2) of the votes of the Unit Owners other than the Developer, cast at a special meeting of members called for that purpose during a period of ninety (90) days following expiration of the two year period. At least sixty (60) days prior to the expiration of the two year period, the Board, or if the Board is still under Developer control, then the Board or the Developer shall send notice to every Unit Owner, notifying them of this provision, what contracts, leases, and other agreements are affected, and the procedure for calling a meeting of the Unit Owners for the purpose of voting on termination of such contracts, leases or other agreements. During the ninety (90) day period the other party to the contract, lease or other agreement shall also have the right of cancellation;

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29. Adopt rules and regulations relating to the use, maintenance, repair and replacement of the Pond and Park Area;
30. Maintenance, repair and replacement of the Normantown Road Right-of-Way Landscaping, the Normantown Road Right-of-Way Fencing and the Montgomery Road Right-of-Way Landscaping;
31. Exercise all other such powers and rights as are provided under the Act, the Illinois General Not-for-Profit Corporation Act, or the ordinance creating Special Service Area Number 24.

12.09 **Liability of the Board of Directors.** 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 involving willful or wanton conduct. 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 contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners (including expenses, which expenses shall include attorneys' fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred in the defense or settlement of any suit or action) or otherwise arising out of their status as Board members or officers, in each event, to the fullest extent permitted by law. 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 hereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Any agreement made by the Board on behalf of the Unit Owners may provide that the members of the Board 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.

12.10 **Resale of Units.** In the event of a resale of any Unit by a Unit Owner other than the Developer, and within thirty (30) days after the written request by such Unit Owner, the Board shall deliver a copy of each of the documents and make the disclosures described in and required by Section 22.1 of the Act. The Board shall be allowed to charge a reasonable fee, as prescribed by the Act, for providing such information.

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ARTICLE XIII.

MEMBERS (UNIT OWNERS)

13.01 Voting Rights.

(a) Except as otherwise provided herein, there shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member." Such Voting Member may be the Unit Owner or one of the group composed of all the owners of a Unit Ownership, or be some person designated by such Unit Owner or Unit Owners or his duly authorized attorney-in-fact to act as proxy on his or their behalf and who must be a Unit Owner. Such designation, if made, shall be made in writing to the Board, shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or his duly authorized attorney-in-fact, shall bear the date of its execution and shall be invalid after eleven (11) months from date of execution unless otherwise provided in the proxy. Any or all such Unit Owners may be present at any meeting of the Voting Members and (those constituting a group acting as a single Voting Member) may vote or take any other action as a Voting Member either in person or by proxy. If a Unit Owner is a trust, then the voting rights of such Unit Owner may be exercised by a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, then the voting rights of said Unit Owner or beneficiary may be exercised by an officer, partner or employee of such Unit Owner or beneficiary. The total number of votes of all Voting Members shall be one hundred (100), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit B; provided that when thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of Unit Owners specified herein shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable. Notwithstanding the foregoing, except for those matters where the requisite approval on a percentage basis is specified in the Act, voting shall be on the basis of one vote per Unit.

(b) In the event the ownership of a Unit is composed of more than one Person, and if only one of the multiple owners of a Unit is present at a meeting of the Association, then such owner shall be entitled to cast all of the votes allocated to that Unit. In the event more than one owner of a Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the group of owners comprising the Unit Owner. Majority agreement shall be deemed to have occurred if any one of the multiple owners casts the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

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13.02 Meetings.

(a) Quorum. Meetings of the Unit Owners 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 twenty percent (20%) of the Unit Owners shall constitute a quorum unless the Unit Owners, in accordance with the Act, provide otherwise. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the Unit Owners having a majority of the total votes present at such meeting.

(b) Initial and Annual Meeting. The initial meeting of the Voting Members shall be held upon no less than ten (10) and no more than thirty (30) days written notice given by the Developer. Said initial meeting shall be held no later than the first to happen of (i) sixty (60) days after the date the Developer has sold and delivered its deed for seventy-five percent (75%) of the Units or (ii) three (3) years from the date of the recording of this Declaration, provided, however, that the words "seventy-five percent (75%) of the Units" as used in the preceding clause of this sentence shall mean 75% of the sum of the Units listed on Exhibit B attached hereto plus all of the Units which Developer contemplates constructing on the Future Development Parcel and added to the Property pursuant to one or more amendments to Condominium Declaration described in Article X of this Declaration. Thereafter, there shall be an annual meeting of the Voting Members within two (2) weeks of the anniversary of the initial meeting, and within two (2) weeks, of each succeeding anniversary thereafter at 7:30 P.M., or at such other reasonable time or date as may be designated by written notice of the Board delivered to the Voting Members.

(c) Special Meetings. Special meetings of the Voting Members may be called at any time after the initial meeting provided for herein 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 provided, however, that the following matters shall require the approval of Voting Members having not less than two-thirds (2/3) of the total votes: (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and (iii) the purchase or sale of Units or other real estate on behalf of all Unit Owners. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Board, or by twenty percent (20%) of the Unit Owners, and delivered not less than ten (10) days and no 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 the matters to be considered. Matters to be submitted to the Unit Owners at special membership meetings shall be submitted by the Board.

13.03 Notices of Meetings. Except as otherwise provided herein, notices of meetings of the Voting Members required to be given herein may be delivered either personally or by mail to

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the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner to which such voting right applied, if no address has been given to the Board, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting. A copy of such notice of meeting required to be given herein shall be posted in a conspicuous place in the Property at least forty-eight (48) hours prior to the time fixed for such meeting.

#### ARTICLE XIV.

#### ASSESSMENT-MAINTENANCE FUND

14.01 Estimated Annual Budget and Assessments. 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 for a reserve for contingencies and replacements. The annual budget shall set forth with particularly all anticipated Common Expenses by category as well as all anticipated assessments and other income, including the amount of any reimbursement provided by the City under Special Service Area Number 24. 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, together with an indication of which portions are intended for capital expenditures or repairs or payment of real estate taxes. 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 B attached hereto or any amendment thereto. In the event any Units are added to the Condominium as provided in Article X hereof, the Board shall adjust the budget and the assessments accordingly in an equitable and proportionate manner. Each Unit Owner shall receive notice in the same manner as is provided in this Declaration for membership meetings of any meeting of the Unit Owners 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 within the notice period required for meetings of Unit Owners, 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 requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by Unit Owners with 20 percent of the votes of the Association filed within 14 days of the board action, shall call a meeting of the Unit Owners within 30 days of the date of filing of the petition to consider the budget, that unless a majority of the votes of the Unit Owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present, that in determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation. On or before January 1 of the ensuing year, and the first of each and every month

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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 (1/12) 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 an indication of which portions were for capital expenditures or repairs or payment of real estate taxes and a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus Reserves, and also including the amount of any reimbursement provided by the City under Special Service Area Number 24. 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. Neither the Board nor the Association shall have any authority to forbear the payment of assessments by any Unit Owner.

14.02 **Capital Reserve; Supplemental Budget.** The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements (the "Capital Reserve"). To determine the amount of reserves appropriate for the Association, the Board shall take into consideration the following: (i) the repair and replacement cost, and estimated useful life, of the property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Buildings and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of the funds of the Association; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on the Unit Owners and the market value of the Units, of any assessment increase needed to fund reserves; and (v) the ability of the Association to obtain financing or refinancing. Notwithstanding the provisions of this Section 14.02, the Association may elect to waive in whole or in part the reserve requirements of this section and the Act by a vote of two-thirds (2/3) of the total votes of the Association. If the Association has elected hereunder to waive the provisions of this section and of Section 9(c) of the Act, it may by a vote of two-thirds (2/3) of the total votes of the Association elect to again be governed by the requirements of this Section 14.02 and Section 9(c) of the Act. In the event that the Association elects to waive all or part of the reserve requirements of this section and Section 9(c) of the Act, that fact must be disclosed after the meeting at which the waiver occurs by the Association in the financial statements of the Association and, highlighted in bold print, in response to any request of a prospective purchaser for the information prescribed under Section 22.1 of the Act; and no member of the Board or the managing agent of the Association shall be liable, and no cause of action may be brought for damages against these parties, for the lack of adequacy of reserve funds in the budget of the Association. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid to such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any contingency reserve or Capital Reserve, as applicable, which remains unallocated. If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a nonrecurring Common Expense is anticipated or

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occurs for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. Any such special or separate assessment, if it involves proposed expenditures resulting in a total payment assessed to a Unit equal to the greater of (i) five (5) times the Unit's most recent monthly assessment or (ii) Three Hundred Dollars (\$300.00), shall be subject to the affirmative vote of at least two-thirds (2/3) of the total ownership of the Common Elements at a meeting specifically called for approving such special or separate assessment.

14.03 **Initial Budget.** The initial Board appointed by the Developer shall determine and adopt, prior to the conveyance of the first Unit hereunder, the "estimated cash requirement" 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 cash requirement" 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 this Article.

14.04 **Failure to Prepare Annual Budget.** The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owners shall not constitute a waiver or release in any manner of such Unit Owners' obligations 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 Owners shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

14.05 **Records of the Association.** The managing agent or Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agents or attorneys:

(a) Copies of this Declaration and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subsection (a) for examination and copying.

(b) 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 expense incurred, and copies of all contracts, leases, or other agreements entered into by the Association.

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(c) The minutes of all meetings of the Association and the Board. The Association shall maintain these minutes for a period of not less than seven (7) years.

(d) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 25 of the General Not-for-Profit Corporation Act, approved July 19, 1943, as amended.

(e) 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.

A reasonable fee may be charged by the Association or its Board for the cost of copying.

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

14.07 **Start-Up Costs.** 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 two (2) times the first full monthly assessment for such Unit. This sum shall be used and applied for start-up costs and as a working capital fund in connection with all initial operating expenses for the Common Elements and held for future working capital needs. This payment shall not be refundable or be applied as a credit against the Unit Owner's annual assessments.

14.08 **User Charges.** The Board, or the Developer, acting pursuant to the terms hereof, may 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 expense may include such services and facilities provided to Unit Owners which the Board determines should not be 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 Section 14.08, and the Board of the Developer may elect to treat all or any portion thereof as Common Expenses.

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

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ARTICLE XV.

COVENANTS AND RESTRICTIONS  
AS TO USE AND OCCUPANCY

15.01 The Property shall be occupied and used as follows:

(a) General Use. Each Unit (or any two or more adjoining Units used together) shall be used for housing and related common purposes for which the Property was designed and for no other purpose. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit Owner may be altered or removed to afford ingress and egress to and from such adjoining Units; provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; (ii) the Unit Owner shall furnish to the Board not less than thirty (30) days prior to the date the Unit Owner desires to commence such work all plans detailing the work to be done; (iii) the Board consents to the performance of such work; (iv) the expense of such alterations shall be paid in full by the Unit Owner making such alterations; and (v) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Units cease to be used together.

(b) Obstruction of Common Elements and Maintenance. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose, and except where such obstruction is consistent with the use for which such Limited Common Elements was created) without the prior consent of the Board or except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(c) Prohibited Use. Nothing shall be done or kept in any Unit or in the Common Elements serving the Units which will increase the rate of insurance on the Building 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 the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Rights of Developer. The right is reserved by the Developer or its agents to place and maintain on the Property all models, sales offices, advertising signs and banners and lighting in connection therewith at such locations and in such forms as shall be determined by the Developer or its agents and the Developer or its agents and prospective purchasers and lessees of any Unit from the Developer are hereby granted the right of ingress and egress in and through the Common Elements for such Unit sale or leasing purposes. The Developer or agents further reserve the right to use unsold Units for temporary storage, office and related purposes. The Developer shall have the right, as

a Unit Owner, to lease one or more of such unsold Units, subject to the terms and provisions of the Declaration. This paragraph cannot be amended or deleted without the consent of Developer so long as either (i) Developer's rights to submit Additional Parcels to the Act have not expired or (ii) Developer holds legal title to any Unit.

(e) Exceptions. The Unit restrictions in paragraph (a) and (h) of this Section 15.01 shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his personal 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 resident use and not in violation of paragraphs (a) and (h) of this Section 15.01.

(f) Residential Use. The Properties are hereby restricted to residential dwellings, and ancillary and accessory uses and buildings in connection therewith (except for model homes and sales offices which may be operated by Developer or its designees during the construction or sales period). All buildings or structures erected on the Property shall be of new construction and no buildings or structures shall be moved from other locations to the Property and no subsequent buildings or structures other than court homes shall be built on any portion of the Property where the Developer has theretofore constructed a court home. No building or structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be placed on or used on any Unit at any time as a residence either temporarily or permanently.

(g) Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit except for dogs, cats, fish, turtles and caged birds kept as household pets.

(h) Prohibition of Signs, Commercial Activities, Nuisances. Any "for sale" or "for rent" or brokers sign erected, placed, or permitted in the yard of any Unit shall not be more than five (5) square feet. No advertising signs, billboards, or objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any portion of any Unit. No Unit shall be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Property. No commercial activities of any kind whatever shall be conducted in any building or in any portion of the Property except activities intended primarily to service residents in the Property. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Developer or its designees, or the use or operation of sales offices or model units on any Units by the Developer or its designees during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, By-Laws and Rules and Regulations, as the same may be amended from time to time.

(i) Trash Removal. All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. There shall be no trash

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piles or storage piles on the Property. The foregoing restrictions shall not apply to the activities of Developer, its designees and those working for or on behalf of Developer during the construction and sales period.

(j) Changes or Improvements: Prohibition of Decks or Changes of Exterior Colors. Additions, changes or improvements to any building, or any part thereof (including roofs, siding, doors, windows will be allowed only with the approval of the Board; provided, however, that there shall be no awnings constructed or added to any building. The planting of trees, decorative shrubs or other landscaping is permitted within the individual Courtyard subject to such reasonable restrictions as the Board may impose, including, but not limited to, limiting the height of any such trees or shrubs to the top of the adjacent fenceline and limiting such trees, shrubs or other landscaping to a type that shall have no adverse affect on any nearby building. No deck shall be installed on the Property and no changes shall be made to the exterior colors provided by Developer on the initial construction of any building. No patio shall be installed in any Courtyard other than such patios as were provided by Developer in the initial construction or as are of the same type as were provided by Developer in the initial construction. Any repainting or restaining of any building or any part thereof or the replacement of any building or any part thereof shall be with the same colors as were provided by Developer on initial construction.

(k) Radio, T.V. Antennae. No radio or television receiving or transmitting antennae or external apparatus shall be installed on any Unit. Normal radio and television installations wholly within a Building are excepted.

(l) Maintenance of Easement Areas. Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over each of said Units, and in the Parking Areas and the Common Area are reserved as shown on the recorded Plat of Subdivision or as created in accordance with this Declaration or any amendments hereof. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Unit and all improvements in it shall be maintained continuously by the Owner of the Unit, except for those improvements for which a public authority, a private or public utility company or the Association is responsible. The easement area of the Parking Areas and the Common Area shall be maintained continuously by the Association.

(m) Prohibition of Fences, Clotheslines, Storage Sheds, Doghouses or Dog Runs. There shall be no fences, clotheslines, service sheds, storage sheds, doghouses or dog runs constructed or placed within the Property, other than fences installed by Developer or the Association.

(n) Prohibition of Window Air Conditioners or Window Fans. No window air conditioners or window fans shall be placed in any Unit constructed on the Property.

(o) No Sustained Parking in Parking Areas. No Owner or his family member, shall park any vehicle within the Parking Areas on a permanent, semi-permanent, or sustained basis. Any such vehicle shall be parked in the garage unit for the Unit Owner's Unit or the Private Driveway adjoining the Unit Owner's Unit.

(p) Prohibition of Commercial Vehicles, Buses, Trucks, Limousine, Boats, Trailers and Recreational Vehicles. No commercial vehicles, buses, trucks (other than so-called trucks commonly used in lieu of personal automobiles), limousines, boats, trailers, or recreational vehicles shall be parked or stored on the Property, including any Parking Areas.

(q) Use of Garage Units. The garage unit for each Unit shall be used solely for garage and storage purposes.

## ARTICLE XVI.

### REMEDIES

16.01 Violations. Upon the occurrence of any one or more of the following events, the Board shall have the rights and remedies set forth herein:

(a) Failure by a Unit Owner to pay when due any sums required to be paid by such Unit Owner pursuant to any provision of this Declaration, for thirty (30) days after written notice of such non-payment shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to cure such failure if such Unit Owner has been given three (3) or more notices pursuant to this Section 16.01(a) during the twelve (12) month period immediately preceding the first day of such failure.

(b) Violation or breach by a Unit Owner (or any occupant of his Unit) of any provision, covenant or restriction of the Act, Declaration, the By-Laws, contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board, and continuation of such violation or breach for thirty (30) days after written notice thereof shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to correct such violation or breach if such Unit Owner has been given three or more notices pursuant to this Section 16.01(b) during the twelve (12) month period immediately preceding the first day of such violation or breach.

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16.02 **Remedies.** Upon the occurrence of any one or more of the events described in Section 16.01, the Board shall have the following rights and remedies:

(a) The Board shall have the right to immediate possession of the defaulting Unit Owner's Unit after service by the Board on such Unit Owner of a notice to quit and deliver up possession which right may be enforced by an action for possession under "An Act in Regard to Forcible Entry and Detainer," approved February 16, 1874, as amended.

(b) For a violation or breach described in Section 16.01(b) hereof, the Board shall have the right: (i) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove or, do whatever else may be necessary to correct, at the expense of the defaulting Unit Owner, any such violation or breach or the cause of such violation or breach, and the Developer, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate, or remedy by a proceeding at law or in equity the continuance of any such violation or breach.

(c) Upon the occurrence of one of the events described in Section 16.01(a) hereof, including without limitation, failure by a Unit Owner to pay his percentage share of Common Expenses or user charges, the Board shall have a lien on the interest of the defaulting Unit Owner in his Unit Ownership in the amount of any sums due from such Unit Owner, including any interest, late charges, reasonable attorneys' fees for services actually incurred prior to the initiation of and during any court action, and costs of collection; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. Except as hereinafter provided, the lien provided for in this Section 16.02(c) shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall, to the extent permitted by law, extinguish the lien described in this Section 16.02(c) for any sums which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any sums with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Unit Owners pursuant to a subsequently adopted annual revised or special assessment, and non-payment thereof by such transferee shall result in a lien against the transferee's Unit Ownership as provided in this Section 16.02(c). Notwithstanding the foregoing, nothing contained hereinabove shall in any way preclude the Board's right to pursue an action directly against the Unit Owner for any of the events set forth in Section 16.01.

(d) The Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the right 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 may be filed by the Board against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit

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owned by him and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold at a judicial sale, upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Unit Ownership at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. 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, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser at such sale shall be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession.

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

(f) All expenses incurred by the Board in connection with any actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, reasonable attorneys' fees and all other fees and expenses, and all damages, together with interest thereon at the rate of eighteen percent (18%) per annum shall be charged to and assessed against the 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 thereto and upon all his personal property in his Unit or located elsewhere on the Property.

16.03 **Enforcement by Unit Owners.** Any aggrieved Unit Owner may enforce the provisions of this Declaration, the By-Laws, or any rules and regulations promulgated by the Board by an action at law or in equity against the defaulting Unit Owner (or occupant of his

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Unit) upon a violation or breach described in Section 16.02(b) hereof against any person or persons either to restrain such violation or breach or to recover damages.

## ARTICLE XVII.

### SALE OF THE PROPERTY

At a meeting duly called for such purpose and attended by all Unit Owners, the Unit owners by affirmative vote of seventy-five percent (75%) of the Unit Owners, 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.

## ARTICLE XVIII.

### MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

18.01 Rights of First Mortgagees. Any first mortgage or first trust deed owned or held by a first mortgagee and recorded prior to the recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses or other liens arising in favor of the Association hereunder which become due and are unpaid subsequent to the date of Recording of such first mortgage or first trust deed. Any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from, claims for all assessments for Common Expenses or other liens arising in favor of the Association hereunder levied by the Association which accrue prior to the date of possession as aforesaid.

A first mortgagee, or an insurer or guarantor of the note held by a first mortgagee, upon written request to the Association (such request to state the name and address of such first mortgagee, insurer or guarantor and the Unit number), shall be entitled to timely written notice of:

- (a) Any proposed action that require the consent of a specified percentage of eligible first mortgagees;
- (b) Any proposed termination of The Courts of Eagle Pointe Condominium as a condominium project;

(c) Any condemnation loss or any casualty loss which affects a portion of the Common Elements, which loss exceeds \$10,000.00, or which affects any Unit, which loss exceeds \$1,000.00, on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(d) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of a first mortgagee, insurer or guarantor, where such delinquency has continued for a period of 60 days; and

(e) Any lapse, cancellation or material modification of any insurance policy of fidelity bond maintained by the Association.

#### **18.02 Additional Rights of First Mortgagees.**

(a) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building unless the approval is obtained from at least 67% of the Unit Owners and the eligible first mortgagees of Units which represent at least 51% of the Units subject to a mortgage or trust deed held by an eligible first mortgagee.

(b) Any election to terminate The Courts of Eagle Pointe Condominium as a condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of at least 67% of the Unit Owners and the eligible first mortgagees of Units which represent at least 51% of the Units subject to a mortgage or trust deed held by an eligible first mortgagee.

(c) Any election to terminate The Courts of Eagle Pointe Condominium as a condominium project for reasons other than substantial destruction or condemnation of the Property shall require the approval of at least 67% of the Unit Owners and the eligible first mortgagees of Units which represent at least 67% of Units subject to a mortgage or trust deed held by an eligible first mortgagee.

### **ARTICLE XIX.**

#### **TRANSFER OF A UNIT**

19.01 **Unrestricted Transfers.** Subject to Section 19.02 below, a Unit Owner may, without restriction under the Declaration, sell, give, devise, lease or otherwise transfer his entire Unit. Notice of any such unrestricted transfer shall be given to the Board, in the manner provided in this Declaration for the giving of notices, within thirty (30) days following consummation of such transfer.

19.02 **Limits on Lease Terms.** No Unit shall be leased by a Unit Owner for hotel or transient purposes or for a term less than six (6) months and no portion of a Unit which is less

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than the entire Unit shall be leased. Each lease of any one or more Units shall be in writing and a copy of every such lease, as and whom executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations.

19.03 **Financing of Purchase by Association.** The Board shall have authority to make such mortgage arrangements and other financing arrangements, and to authorize such special assessments proportionately among the respective Unit Owners, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit, or interest therein, to the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein to be purchased or leased, and the percentage interest in the Common Elements appurtenant thereto.

19.04 **Miscellaneous.**

(a) A transfer or lease of a Unit, or interest therein, by or to the Board or the Developer shall not be subject to the provision of this Article XIX. This Section 19.04 (a) cannot be amended or deleted without the prior written consent of Developer, so long as either (i) Developer owns any Units or (ii) the rights of Developer to submit Additional Parcels to the Act have not expired.

(b) The Association shall hold title to or lease any unit, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, lease or sublease said Unit on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit be sold for less than the amount paid by the Association to purchase said Unit unless Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements first authorize the sale for such lesser amount. All of the net proceeds from such a sale, lease or sublease shall be applied in such manner as the Board shall determine.

(c) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Article XIX, for the purpose of implementing and effectuating said provisions.

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**ARTICLE XX.**

**GENERAL PROVISIONS**

20.01 **Certain Rights of the Developer.** Until the time established by the Declaration for the election of the Board by the Unit Owners, title rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board in the Act and in this Declaration shall be held and performed by the Developer. If the initial Board shall not be elected by the Unit owners at the time established by this Declaration, the Developer shall continue in the aforesaid office for a period of thirty (30) days after written notice of its resignation is sent to all of the Unit Owners entitled to vote at such election. In exercising such rights, and the other rights reserved by the Developer pursuant to this Declaration, the Developer shall not be under any disability which would otherwise be imposed by law by reason of the Developer's interest in the subject matter of any transaction, provided, however, that any such transaction shall have been entered into in good faith.

20.02 **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 or trust deed.

20.03 **Manner of Giving Notices.** Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at the Unit address of any member of the Board or any Unit Owner, as the case may be, or at such other address as herein provided. Any Unit Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States mail or when delivered in person with written acknowledgement of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his mailbox at such address as he may have designated pursuant hereto or, if he has not so designated, in the Building or at the door of his Unit in the Building.

20.04 **Notices of Estate or Representatives.** Notices required to be given any devisee, heir 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.

20.05 **Binding Effect.** Each grantee of the Developer and each subsequent grantee by the acceptance of a deed of conveyance, and each purchaser under articles of agreement for deed and each tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and 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 an interest or estate in the Property, and shall inure to the benefit of such Unit Owner in

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like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

20.06 **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.

20.07 **Change, Modification or Rescission.** No provision of this Declaration affecting the rights, privileges and duties of the Developer may be amended without its written consent. The provisions of Article XVIII and Sections 16.02, 20.12 and the following provisions of Section 20.07 of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or a Vice-President of the Board, and by all of the Unit Owners and all mortgagees having bona fide liens of record against all of the Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded as provided in Section 20.12 or by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or a Vice-President of the Board, and approved by the Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote of those voting, at a meeting called for that purpose provided, however, that all holders of first mortgages of record have been notified by mail of any change, modification, or rescission, and an affidavit by the Secretary of the Board certifying to such mailing is made a part of such instrument and provided further that any provisions herein which specifically grant rights to holders of first mortgages of record may be amended only with the written consent of all such holders of first mortgages. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of DuPage County, Illinois; provided, however, that no such change, modification or rescission shall change the boundaries of any Unit, the allocation of percentages of ownership in the Common Elements and votes in the Association, quorum and voting requirements for action by the Association, or liability for Common Expenses assessed against any Unit, except to the extent authorized by other provisions of this Declaration or by the Act.

20.08 **Partial 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 rest of this Declaration.

20.09 **Perpetuities and Other Invalidity.** Notwithstanding the provisions of Section 20 of the Act to the contrary, if any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George Bush, Former President of the United States.

20.10 **Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development.

20.11 **Ownership by Land Trustee.** In the event title to any Unit Ownership is 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 hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

20.12 **Special Amendment.** Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit Ownerships, (iii) to bring this Declaration into compliance with the Act, or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit, and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record Special Amendments. The right of the Developer to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Developer no longer holds or controls title to a Unit.

20.13 **Merger.** The Association may not be merged with a successor condominium association without the approval, if applicable, of the Veterans Administration.

20.14 **Assignments by Developer.** All rights which are specified in this Declaration to be rights of the Developer are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Developer hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall hold or be entitled to exercise the rights of Developer hereunder as fully as if named as such party herein.

R93-293971

No party exercising rights as Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

IN WITNESS WHEREOF, Pulte Home Corporation, as Developer, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to this Declaration by two of its attorneys-in-fact, this 6 day of Dec., 1993

PULTE HOME CORPORATION

By:   
  
Its: Attorneys-in-Fact

P.I.N.: 07-32-401-007; 07-32-401-009  
Address of Property: Normantown Road and Montgomery  
Road, Aurora, Illinois

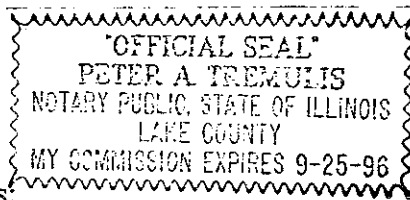
07-32-401-007-009



STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF Lake     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that Alex Chrymishy and Edward W. Dwyer personally known to me  
to be the Attorneys-in-Fact of PULTE HOME CORPORATION, a Michigan corporation,  
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 acknowledged that they signed and  
delivered the said instrument as Attorneys-in-Fact of said corporation, and caused the corporate  
seal of said corporation to be affixed thereto, pursuant to authority given by the Board of  
Directors of said corporation, as their free and voluntary act and as the free and voluntary act and  
deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6<sup>th</sup> day of December, 1973.



Peter A. Tremulis  
Notary Public

My Commission Expires:

9-25-96

This Instrument was prepared by:  
William J. Peltin  
Gardner, Carton & Douglas  
321 North Clark Street, Suite 3400  
Chicago, Illinois 60610

R93-293921

EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR THE COURTS OF EAGLE POINTE  
CONDOMINIUM IN AURORA, DUPAGE COUNTY, ILLINOIS  
AND DECLARATION OF BY-LAWS FOR  
THE COURTS OF EAGLE POINTE  
CONDOMINIUM ASSOCIATION, AN  
ILLINOIS NOT-FOR-PROFIT CORPORATION

INITIAL PLAT OF CONDOMINIUM

(To be attached prior to recording)

R93-293921

EXHIBIT B

DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR THE COURTS OF EAGLE POINTE  
CONDOMINIUM IN AURORA, DUPAGE COUNTY, ILLINOIS  
AND DECLARATION OF BY-LAWS FOR  
THE COURTS OF EAGLE POINTE  
CONDOMINIUM ASSOCIATION, AN  
ILLINOIS NOT-FOR-PROFIT CORPORATION

PERCENTAGE OF OWNERSHIP INTEREST

IN THE COMMON ELEMENTS

EXHIBIT B

Percentage of Ownership in Common Elements

<u>Unit</u>	<u>Percentage of Ownership</u>
311	.8853
312	.7813
313	.7813
314	.8853
315	.8853
316	.7813
317	.7813
318	.8853
321	.8853
322	.7813
323	.7813
324	.8853
325	.8853
326	.7813
327	.7813
328	.8853
331	.8853
332	.7813
333	.7813
334	.8853
335	.8853
336	.7813
337	.7813
338	.8853

<u>Unit</u>	<u>Percentage of Ownership</u>
341	.8853
342	.7813
343	.7813
344	.8853
345	.8853
346	.7813
347	.7813
348	.8853
351	.8853
352	.7813
353	.7813
354	.8853
355	.8853
356	.7813
357	.7813
358	.8853
361	.8853
362	.7813
363	.7813
364	.8853
365	.8853
366	.7813
367	.7813
368	.8853

<u>Unit</u>	<u>Percentage of Ownership</u>
371	.8853
372	.7813
373	.7813
374	.8853
375	.8853
376	.7813
377	.7813
378	.8853
381	.8853
382	.7813
383	.7813
384	.8853
385	.8853
386	.7813
387	.7813
388	.8853
391	.8853
392	.7813
393	.7813
394	.8853
395	.8853
396	.7813
397	.7813
398	.8853

<u>Unit</u>	<u>Percentage of Ownership</u>
401	.8853
402	.7813
403	.7813
404	.8853
405	.8853
406	.7813
407	.7813
408	.8853
411	.8853
412	.7813
413	.7813
414	.8853
415	.8853
416	.7813
417	.7813
418	.8853
421	.8853
422	.7813
423	.7813
424	.8853
425	.8853
426	.7813
427	.7813
428	.8853

<u>Unit</u>	<u>Percentage of Ownership</u>
431	.8853
432	.7813
433	.7813
434	.8853
435	.8853
436	.7813
437	.7813
438	.8853
<hr/>	
441	.8853
442	.7813
443	.7813
444	.8853
445	.8853
446	.7813
447	.7813
448	.8853
<hr/>	
301	.8853
302	.7813
303	.7813
304	.8853
305	.8853
306	.7813
307	.7813
308	.8853



EXHIBIT C  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR THE COURTS OF EAGLE POINTE  
CONDOMINIUM IN AURORA, DUPAGE COUNTY, ILLINOIS  
AND DECLARATION OF BY-LAWS FOR  
THE COURTS OF EAGLE POINTE  
CONDOMINIUM ASSOCIATION, AN  
ILLINOIS NOT-FOR-PROFIT CORPORATION  
  
FUTURE DEVELOPMENT PARCEL

R93-293921

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 32,  
TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY OF  
NORMANTOWN ROAD AS DEDICATED PER DOCUMENT NUMBER 227043, WITH THE  
NORTHERLY RIGHT OF WAY OF BRAYMORE CIRCLE AS DEDICATED IN PLAT OF  
SUBDIVISION FOR EAGLE POINTE UNIT 1 RECORDED JUNE 6TH, 1993 AS DOCUMENT  
NUMBER R93-113994; THENCE N. 06 25' 35" E., ALONG THE EASTERLY RIGHT  
OF WAY LINE OF SAID NORMANTOWN ROAD, A DISTANCE OF 1050.00 FEET TO A  
POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MONTGOMERY ROAD DEDICATED  
PER DOCUMENT NUMBER R87-47222; THENCE N. 89 08' 17" E., ALONG SAID  
SOUTHERLY RIGHT OF WAY LINE OF MONTGOMERY ROAD, A DISTANCE OF 426.16  
FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TARA BELLE PARKWAY  
AS DEDICATED IN SAID PLAT OF EAGLE POINTE UNIT 1 SAID POINT ALSO BEING  
THE POINT OF BEGINNING; THENCE CONTINUING N. 89 08' 17" E., ALONG SAID  
RIGHT OF WAY LINE OF MONTGOMERY ROAD, A DISTANCE OF 618.27 FEET; THENCE  
S. 00 51' 43" E. A DISTANCE OF 30.00 FEET; THENCE S. 89 08' 17" W. A  
DISTANCE OF 617.58 FEET TO A POINT OF THE EASTERLY RIGHT OF WAY LINE OF  
TARA BELLE PARKWAY; THENCE N. 06 20' 24" E., ALONG SAID EASTERLY RIGHT  
OF WAY LINE OF TARA BELLE PARKWAY, A DISTANCE OF 30.24 FEET TO THE  
POINT OF BEGINNING.

ALONG WITH THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY OF NORMANTOWN ROAD AS DEDICATED PER DOCUMENT NUMBER 227043, WITH THE NORTHERLY RIGHT OF WAY OF BRAYMORE CIRCLE AS DEDICATED IN PLAT OF SUBDIVISION FOR EAGLE POINTE UNIT 1 RECORDED JUNE 6TH, 1993 AS DOCUMENT NUMBER R93-113994; THENCE S. 06 25' 35" W., ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID NORMANTOWN ROAD, A DISTANCE OF 1101.71 FEET; THENCE S. 00 36' 40" E. A DISTANCE OF 150.32 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID TARA BELLE PARKWAY SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCE ALONG SAID SOUTHERLY RIGHT OF WAY OF TARA BELLE PARKWAY; (1) THENCE S. 89 23' 20" E. A DISTANCE OF 228.64 FEET TO A POINT OF CURVATURE; (2) THENCE EASTERLY ALONG THE ARC OF A TANGENTIAL CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 700.00 FEET A DISTANCE OF 72.60 FEET; THENCE S. 83 35' 36" E. A DISTANCE OF 615.45 FEET; THENCE S. 89 40' 50" E., A DISTANCE OF 206.94 FEET; THENCE N. 21 21' 46" W. A DISTANCE OF 107.94 TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CHARLOTTE CIRCLE ALSO BEING A POINT ON A CURVE; THENCE EASTERLY ALONG THE ARC OF A NONTANGENTIAL CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 60.00 FEET A DISTANCE OF 20.39 FEET; THENCE S. 21 21' 46" E. A DISTANCE OF 112.46 FEET; THENCE S. 89 40' 50" E., A DISTANCE OF 125.88 FEET; THENCE S. 00 27' 51" W. A DISTANCE OF 223.00 FEET; THENCE S. 89 07' 45" W. A DISTANCE OF 1137.39 FEET; THENCE N. 00 33' 53" E. A DISTANCE OF 183.00 FEET; THENCE S. 89 07' 45" W. A DISTANCE OF 151.79 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID NORMANTOWN ROAD; THENCE N. 00 36' 40" E., ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORMANTOWN ROAD, A DISTANCE OF 94.71 FEET TO THE POINT OF BEGINNING.

ALONG WITH THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY OF NORMANTOWN ROAD AS DEDICATED PER DOCUMENT NUMBER 227043, WITH THE NORTHERLY RIGHT OF WAY OF BRAYMORE CIRCLE AS DEDICATED IN PLAT OF SUBDIVISION FOR EAGLE POINTE UNIT 1 RECORDED JUNE 6TH, 1993 AS DOCUMENT NUMBER R93-113994; THENCE N. 06 25' 35" E., ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID NORMANTOWN ROAD, A DISTANCE OF 1050.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MONTGOMERY ROAD DEDICATED PER DOCUMENT NUMBER R87-47222; THENCE N. 89 08' 17" E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF MONTGOMERY ROAD, A DISTANCE OF 360.16 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF TARA BELLE PARKWAY AS DEDICATED IN SAID PLAT OF EAGLE POINTE UNIT 1; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID TARA BELLE PARKWAY; (1) THENCE S. 00 51' 43" E., A DISTANCE OF 92.92 FEET; (2) THENCE S. 10 54' 11" W., A DISTANCE OF 165.32 FEET; THENCE N. 79 05' 49" W., A DISTANCE OF 190.00 FEET; THENCE S. 05 11' 33" W., A DISTANCE OF 201.00 FEET; THENCE S. 79 05' 49" E., A DISTANCE OF 70.00 FEET; THENCE S. 10 54' 11" W., A DISTANCE OF 263.93 FEET; THENCE S. 06 24' 24" W., A DISTANCE OF 43.93 FEET; THENCE S. 20 22' 51" W., A DISTANCE OF 32.84 FEET; THENCE S. 41 21' 28" W. A DISTANCE OF 125.68 FEET; THENCE S. 25 27' 29" E., A DISTANCE OF 125.68 FEET; THENCE S. 23 45' 04" E., A DISTANCE OF 27.03 FEET; THENCE S. 06 24' 24" W., A DISTANCE OF 75.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BRAYMORE CIRCLE; THENCE N. 83 35' 36" W., ALONG SAID NORTHERLY RIGHT OF WAY LINE OF BRAYMORE CIRCLE, A DISTANCE OF 220.36 FEET TO THE POINT OF BEGINNING.

176867-16H

ALONG WITH THE FOLLOWING DESCRIBED PARCEL:  
COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY OF  
NORMANTOWN ROAD AS DEDICATED PER DOCUMENT NUMBER 227043, WITH THE  
NORTHERLY RIGHT OF WAY OF BRAYMORE CIRCLE AS DEDICATED IN PLAT OF  
SUBDIVISION FOR EAGLE POINTE UNIT 1 RECORDED JUNE 6TH, 1993 AS DOCUMENT  
NUMBER R93-113994; THENCE S. 06 25' 35" W., ALONG THE EASTERLY RIGHT  
OF WAY LINE OF SAID NORMANTOWN ROAD, A DISTANCE OF 60.00 FEET TO THE  
POINT OF BEGINNING; THENCE S. 83 35' 36" E., ALONG THE SOUTHERLY RIGHT  
OF WAY LINE OF SAID BRAYMORE CIRCLE, A DISTANCE OF 220.38 FEET; THENCE  
S. 06 24' 24" W., A DISTANCE OF 294.70 FEET; THENCE S. 32 38' 08" W.,  
A DISTANCE OF 93.02 FEET; THENCE S. 02 29' 34" E., A DISTANCE OF  
207.66 FEET; THENCE S. 09 30' 08" W., A DISTANCE OF 222.70 FEET;  
THENCE S. 06 24' 24" W., A DISTANCE OF 366.54 FEET TO A POINT ON THE  
NORTHERLY RIGHT OF WAY LINE OF SAID TARA BELLE PARKWAY; THENCE N. 89  
23' 20" W., ALONG SAID NORTHERLY RIGHT OF WAY LINE OF TARA BELLE  
PARKWAY, A DISTANCE OF 191.38 FEET TO A POINT ON THE EASTERLY RIGHT OF  
WAY LINE OF SAID NORMANTOWN ROAD; THENCE THE FOLLOWING TWO (2) COURSES  
AND DISTANCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID NORMANTOWN  
ROAD; (1) THENCE N. 00 36' 40" E., A DISTANCE OF 90.32 FEET; (2)  
THENCE N. 06 25' 35" E., A DISTANCE OF 1101.71 TO THE POINT OF  
BEGINNING.

ALL CONTAINING 19.6825 ACRES MORE OR LESS AND LYING IN THE CITY OF  
AURORA, DU PAGE COUNTY, ILLINOIS.

07-32-401-007 + 009

VICTIM

Normantown Rd + Montgomery Rd.

Aurora Ill.

07-32-407-001 Lot 330

R93-293921