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DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS AND COVENANTS FOR

109 00

THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM

AND

DECLARATION OF BYLAWS FOR THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM ASSOCIATION

THIS DECLARATION is made by FIRST UNITED TRUST COMPANY, an Illinois corporation, as Trustee, under Trust Agreement dated September 6, 1987, and known as Trust No. 1804 ("Trustee").

WITNESSETH:

A. The Trustee is the holder of legal title to the following described parcel of real estate situated in the City of Rolling Meadows, County of Cook, Illinois:

See Exhibit A-1 attached.

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

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

D. The Trustee desires and intends, by this Declaration, to declare that the owners, mortgagees, occupants and other persons acquiring any interest in the Property shall, at all times, enjoy the benefits of and shall, at all times, hold their interests subject to the rights, easements, privileges and restrictions hereafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership, and to facilitate the proper administration of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Trustee, as the holder of legal title to the aforescribed real estate and for the purposes above set forth, DECLARES AS FOLLOWS:

- PIN: 02-34-101-015-000
- 02-34-101-016-000
- 02-34-101-017-000
- 02-34-101-023-000

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PLAT WITH THIS DOCUMENT

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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:

- A. Act means the Condominium Property Act of the State of Illinois, as amended from time to time.
- B. Additional Land means any part of the real estate legally described in Exhibit C which may be submitted to the Act pursuant to the provisions of Article XII.
- C. Association means the Townhomes of Creekside Villas Condominium Association, an Illinois not-for-profit corporation.
- D. Board means the Board of Directors of the Association.
- E. Buildings means all structures, attached or unattached, containing one or more Units constructed at any time on the Parcel.
- F. Bylaws mean the provisions in this Declaration for the administration of the Property as set forth herein and as may be duly amended and as recited in Articles VII, XIII, XIV, XIV and XVI.
- G. Common Elements means all portions of the Property, except the Units, including the Limited Common Elements.
- H. Common Expenses means the proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
- I. Condominium Instruments means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including this Declaration, the Bylaws and the Plat.
- J. Declaration means this instrument by which the Property is submitted to the provisions of the Act, and all Exhibits attached to this instrument and all amendments to this instrument made from time to time pursuant to the provisions of this instrument.
- K. Developer means I & R Investments, Inc., an Illinois corporation, its successors and assigns.
- L. Limited Common Elements means a portion of the Common Elements so designated in the Declaration or Plat as being reserved for the use of a certain unit or units to the exclusion of other units.

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

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

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

P. Parking Area means each portion of the Common Elements designated as a Parking Area on the Plat, if any.

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

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

S. Plat means the Plat or Plats of Survey attached to this Declaration as Exhibit A together with all authorized amendments thereto made from time to time, pursuant to the provisions of this Declaration.

T. Property means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including, without limitation, the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act, including such Additional Land that may be submitted to the Act, as provided herein, upon such submission.

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

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

W. Trustee means First United Trust Company, an Illinois corporation, as Trustee under Trust Agreement dated September 6, 1987, and known as Trust No. 1804.

X. Unit means a part of the Property designated and intended for any type of independent use.

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

Z. Unit Ownership means a part of the Property consisting of one Unit and the undivided percentage interest in the Common Elements allocated thereto.

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

ARTICLE II

UNITS

A. Description. All units are delineated on the Plat and are listed on Exhibit B attached hereto. Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit A attached hereto as well as any pipes, ducts, flues, shafts, electrical wiring and conduits, and individual heating, cooling and ventilation systems or equipment situated entirely within a Unit and serving only such Unit as well as each sleeve air-conditioner serving only such Units. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit A attached hereto. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit A attached hereto and every such description shall be deemed good and sufficient for all purposes.

B. Combination of Units: Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause the Unit to be separated into any tract or parcel which differs from the entire Unit depicted on Exhibit A.

C. Certain Structures Not Constituting Part of a Unit. A Unit shall not include any structural component of any of the Buildings, including structural columns or pipes, wires, conduits, ducts, flues, shafts or public utility lines running through a unit and forming a part of any system serving more than one Unit or the Common Elements, or any components of communication, master antenna, or refuse collection systems, if any, located in a 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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COMMON ELEMENTS

A. Description. The Common Elements include without limitation, the land, foundation, walls, entrances and exits, Parking Areas, any retention or detention areas, mechanical equipment areas, roofs, master television antenna system, if any, (whether leased or owned), if any, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), heating, cooling and ventilating systems (except those individual heating, cooling and ventilating systems or equipment entirely within a Unit and serving only such Unit and each sleeve air-conditioner serving only such Unit), public utility lines, structural parts of each of the Buildings, outside walks and driveways, landscaping and all other portions of the Property except the Units. Any reference to "Common Elements" appearing on the Plat shall be deemed solely for purposes of general information and shall not be limiting in any way.

B. 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 such Exhibit B have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by a recorded amendment to this Declaration signed by the Developer if the change in percentage of ownership interests is part of a subdivision or combination by the Developer, pursuant to Paragraph B of Article II of this Declaration, of a Unit or Units owned by the Developer, or signed by the Developer if such percentages of ownership interests are being reallocated by the Developer pursuant to Article XII of this Declaration or signed by the persons and entities required under the provisions of this Declaration. Each of such ownership interests in the Common Elements shall be an undivided interest and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

C. Limited Common Elements. The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit or adjoining Units as an appurtenance thereto and as designated in the Declaration and Plat, or by which their nature and location are clearly intended to be reserved for the use of one or more Units to the exclusion of other Units. The Limited Com-

mon Elements shall include, but not be limited to the following: (i) the Balconies and Patios serving a single Unit exclusively; (ii) the interior surface of all floors, walls and ceilings forming the boundaries of a Unit (including doors, windows and glass in the walls forming the boundaries of a Unit); (iii) the Building with all associated fixtures and structures therein and thereon, as are adjacent to, but lie outside the Unit boundary.

D. Use of Common Elements in General. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and any portions of the Property subject to leases, easements or agreements made by or assigned to the Board or Association) in common with all other Unit Owners, as may be required for the purpose of access, ingress to, egress from, use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to not only each Unit Owner, but also to such Unit Owner's agents, servants, tenants, lessees, family members, customers, invitees and guests. Each Unit Owner, however, shall have the right to exclusive use and possession of the Limited Common Elements contiguous to and adjoining the Unit owned by such Unit Owner. Such rights to use the Common Elements and Limited Common Elements shall be subject to and governed by the provisions of the Act, the Condominium Instruments and the rules and regulations of the Board. In addition, subject to the provisions of the Condominium Instruments and the Act, the Board shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements. All income derived by the Board from leases, concessions or other sources shall be held and used for the benefit of the members of the Association pursuant to such rules and regulations as the Board may adopt or prescribe.

E. Use of Parking Area and Parking Spaces. The parking area and parking spaces on the Property shall be part of the Common Elements. The cost of maintenance and upkeep shall be a common expense as defined in paragraph H. The Board shall have the authority to operate, manage and use, for all Unit Owners, the parking area and parking spaces, and to adopt such regulations as the Board deems necessary to govern usage.

F. Disclaimer of Bailee's Liability. Notwithstanding anything to the contrary in this Declaration, neither the Board, Association, Developer, any Unit Owner nor the Trustee shall be considered a bailee of any personal property stored in the Common Elements and shall not be responsible for any such personal property or for any loss or damage thereto, whether or not due to negligence.

GENERAL PROVISIONS AS TO UNITS
AND COMMON ELEMENTS

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

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

C. Easements.

1. Encroachments. In the event that (i) by reason of the construction, repair, reconstruction, settlement or shifting of any of the Buildings, 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 and enjoyment of the Common Elements by other Unit Owners, or (iii) by reason of the design or construction of any utility, heating, cooling or ventilating systems, any pipes, ducts, flues, shafts 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 the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit, or the Common Elements, as the case may be; provided, however, in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Unit Owners.

2. Easements for Utilities. Commonwealth Edison Company, Northern Illinois Gas Company, the City of Rolling Meadows, the Telephone Company and all other suppliers of utilities serving 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 in, to, over, under, along and on any portion of the Common Elements for the purpose of providing the Property and all or any part of the Additional Land with utility services, which also include any sewer, water and drainage services, equipment and facilities, together with the reasonable right of ingress to and egress from the Property for said purpose. The Developer, the Trustee or the Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property and/or the Additional Land over, under, along and on any portion of the Common Elements, and each Unit Owner and other Person having at any time any interest in the Property hereby grants to the Trustee and Developer an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner and other Persons such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to the Trustee, the Developer, the Board and their respective representatives, employees and contractors to enter and work in any Unit to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, flues, shafts, conduits, public utility lines, components of a communications system, if any, or any commercial entertainment lines, or structural components which may run through or in the floor, ceiling or walls of or in a Unit.

3. Easements Reserved by the Trustee and Developer. The Trustee and Developer and each of their agents, employees, contractors, guests, invitees, licensees, successors and assigns shall have the right and easement at all times to use the Common Elements (i) to perform any construction, maintenance, repair, renovation, restoration or rehabilitation of, in or under all or any part of the Property which the Trustee or Developer desires to perform and to construct; (ii) for the purpose of selling, displaying and having ingress to and egress from one or more of the Units and all or any part of the Additional Land and any improvements or Units thereon; (iii) for the purpose of erecting, maintaining and displaying one or more of the signs desired by Developer, and (iv) for the purpose of gaining ingress and access to and egress from, and making improvements to, on, in or under all or any part of the Additional Land. Nothing in this Declaration shall in any way affect, alter, modify, amend or terminate any Declaration of Easements signed by the Trustee and recorded prior to the recording of this Declaration. If Developer constructs any improvements on any part of the Additional Land and if any of such improvements encroach upon any part of the Common Elements, such improvements shall have a valid easement for such encroachment and the maintenance and use thereof and such easement shall be in favor of the Trustee, the Developer and each of their respective successors or assigns. Any easement herein granted to or by Developer and deemed by Developer to be of a temporary nature only, for purpose of ini-

tial construction or installation, may be vacated solely by Developer.

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

ARTICLE V

COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

A. 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 this Declaration and 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 the Act.

B. 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.

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

ARTICLE VI

INSURANCE

A. Type of Insurance. The Board shall have the authority to and shall obtain the following insurance for the Property.

1. Insurance on the Property, including the Units and the Common Elements, against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements, in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the full insurable replacement cost thereof. The "full insurable replacement cost" of the Property, including the Units and the Common Elements, shall be determined from time to time by the Board, which determination may be based upon appropriate insurance appraisals. Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements, Units, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. The cost of any and all such appraisals shall be Common Expenses;

2. Insurance on the Property against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Property, without co-insurance clause so long as available, in such amount as the Board shall deem desirable;

3. Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Unit Owner occurring in, on or about the Property, such public liability and property damage insurance to afford protection to such limits as the Board shall deem desirable but in no event for less than One Million Dollars (\$1,000,000.00) with respect to liability for personal injury or property damage arising out of a single accident;

4. Such worker's compensation insurance as may be necessary to comply with applicable laws;

5. Employer's liability insurance in such amount as the Board shall deem desirable;

6. A fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Unit Owners in such amount as the Board shall deem desirable; and

7. Such other insurance (including insurance with respect to officers' and directors' liability) in such reasonable amounts as the Board shall deem desirable.

The premiums for the above described insurance shall be Common Expenses. All of such insurance shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois.

B. Named Insureds. All policies of insurance of the character described in subparagraphs 1 and 2 of the preceding paragraph A(i) shall name as insured the Trustee, so long as it has an insurable interest, and the Board as trustees for the Unit Owners in the percentages established in Exhibit B to this Declaration and shall also name as an insured, the Insurance Trustee (as hereinafter defined) as the respective interests of all of such insureds may appear, (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Unit, (iii) shall provide that, notwithstanding any provisions thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such options shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (iv) shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit, and (v) shall contain an endorsement or clause, if available, whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board or its members, the Trustee, Developer, the managing agent, each of their respective employees and agents, and the Unit Owners and the Occupants. Policies of insurance of the character described in subparagraph 1 of the preceding Paragraph A may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in subparagraphs 1 and 2 of the preceding Paragraph A, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

C. Named Insureds. All policies of insurance of the character described in subparagraphs 3, 4, 5, 6 and 7 of the preceding Paragraph A shall name, as insureds, each Unit Owner and their spouses (but as to the insurance described in such subparagraph 3 only with respect to those portions of the Property not reserved for their exclusive use) and the Association, the Trustee, the Developer, the Board and its managing agent, the

other agents and employees of such Association, Board, managing agent and the Trustee and Developer. In addition, all policies of insurance of the character described in such subparagraph 3 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Trustee, Developer, the managing agent, their respective employees and agents and the Unit Owners and Occupants and shall cover claims of one or more insured parties against other insured parties.

D. Premium Payment. The Association, for the benefit of the Unit Owners and the Mortgagee of each Unit, shall pay the premiums on the policies of insurance described in the preceding Paragraph A at least thirty (30) days prior to the expiration dates of the respective policies and shall notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.

E. Payment of Loss. The loss, if any, under any policies of insurance of the character described in subparagraphs 1 and 2 of the preceding Paragraph A shall be payable, and the insurance proceeds paid on account of any such loss shall be applied and disbursed as follows:

1. To the Board, as trustee for each of the Unit Owners in their respective percentage of ownership in the Common Elements as established in this Declaration, in the case of any one loss, of Fifty Thousand Dollars (\$50,000.00) or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, free from vendor's, mechanic's, materialman's and other similar liens; or

2. In the case of any one loss exceeding Fifty Thousand Dollars (\$50,000.00) in the aggregate, then the insurance proceeds shall be paid to First United Trust Company, an Illinois corporation, which corporation is hereby designated by the Developer to act as trustee for the Board (the "Insurance Trustee") pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this subparagraph 2. If First United Trust Company or its successor appointed pursuant hereto) shall fail or cease for any reason to act as the Insurance Trustee, then the Board shall, pursuant to the Act, appoint as successor Insurance Trustee, a corporation qualified to accept and execute trusts in the State of Illinois and having a capital of not less than Five Million Dollars (\$5,000,000.00). Such proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, and

the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

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

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

H. Release. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner

the Association, its officers, members of the Board, the Trustee, Developer, the manager and managing agent of the Property, if any, and their respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Unit or Common Elements caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

I. Cancellation of Insurance. The Board shall be responsible, in the event any insurance required under subparagraphs 1, 2 or 3 of the preceding Paragraph A is canceled, for serving notice of such cancellation upon each insured thereunder.

ARTICLE VII

ADMINISTRATION

A. Association. The Association has been, or will be, incorporated as a not-for-profit corporation under the General Not-For-Profit Act of the State of Illinois and, having the name, or a name similar thereto, of the Townhomes of Creekside Villas Condominium Association and shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. 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 all Unit Owners in accordance with the provisions of this Declaration. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner and upon the transfer of his Unit Ownership the new owner succeeding to such Unit Ownership shall, likewise, succeed to such membership in the Association. The Association may issue certificates evidencing membership therein and shall have only one class of membership.

B. Administration. The administration of the Property shall be vested in the Board of Directors of the Association (Board) which shall consist of five (5) persons who shall be elected in the manner set forth herein; provided, however, that, notwithstanding anything to the contrary set forth in this Declaration and until the qualification of the Directors elected at the initial meeting of the Voting Members, as set forth herein, the developer shall have the right to designate three (3) persons who shall serve as members of the Board and to exercise the powers of the Board, as provided in the Act. The Board of Directors of the Association shall be deemed to be the Board of Managers for the Unit Owners referred to in the Act.

C. 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, that the terms and provisions of the Act shall control in the event of any inconsistency between the Act and the Declaration, Bylaws or

Articles of Incorporation.

D. Board's Determination Binding. Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities arising from contracts made by the Board or officers on behalf of the Unit Owners, or for other acts arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It also is intended that the liability of any Unit Owner arising from any act or contract made by the Board or officers of the Association, or arising from the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. Every agreement made by the Board or by the managing agent on behalf of the Unit Owners shall provide that members of the Board or the managing agent, as the case may be, are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

ARTICLE VIII

MAINTENANCE, ALTERATIONS AND DECORATING

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

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

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

D. Board's Election to Repair Unit. Whenever the Board shall determine, in its discretion, that any maintenance, repair or replacement of any portion of any Unit or the Limited Common Elements which the Unit Owner of such Unit is required to maintain, repair or replace pursuant to Paragraph A above is necessary to protect (i) the portion of the Common Elements which the Board is required or has elected to maintain, repair or replace under this Declaration, or (ii) any other portion of the Property, the Board may cause a written notice of the necessity for

such maintenance, repair or replacement to be served by delivering a copy thereof or by mailing the same by certified mail addressed to the Unit Owner. If such Unit Owner fails or refuses to perform any such maintenance, repair or replacement within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance, repair or replacement to be performed at the cost and expense of such Unit Owner.

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

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

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

H. Decorating. Each Unit Owner shall furnish and be responsible for, at such Unit Owner's sole cost and expense, all of the

decorating within such Unit Owner's Unit and all of the maintenance and landscaping of the Limited Common Elements adjoining such Unit, including, without limitation, painting, wall papering, washing of the interior surfaces of windows, patio or balcony doors and other glass, other cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Notwithstanding the foregoing, the use of and the covering of the surfaces of windows and any other repairs, maintenance and replacements to the Units or Limited Common Elements visible from the exterior of any Unit, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than the Limited Common Elements) and any redecorating of Units caused by maintenance, repair or replacement work on any of the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses.

TRANSFER OF A UNIT

A. Unrestricted Transfers: Subject to subparagraph B, 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 five (5) days following consummation of such transfer.

B. 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 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 when 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, ByLaws and rules and regulations 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.

C. Association's Right to Purchase at an Involuntary or Voluntary Sale. The Board shall have the power and authority to bid and purchase or lease, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for Common Expenses under the Act, or an order or direction of a court, or at any other involuntary sale or voluntary sale, upon the consent or approval of the Unit Owners owning not less than two-thirds (2/3) of the total ownership of the Common Elements. Such consent shall set forth a maximum price which the Board or its duly authorized agent may bid and pay for said Unit.

D. 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, by 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.

E. Miscellaneous.

(i) A transfer or lease of a Unit, or interest therein, by or to the Board, the Trustee or the Developer shall not

be subject to the provisions of this Article IX. This subparagraph cannot be amended or deleted without the prior written consent of Trustee and Developer, so long as the Trustee owns any Unit or the rights of the Trustee or Developer to submit Additional Land to the Act have not expired.

(ii) 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.

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

ARTICLE X

DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDING

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

B. Insufficient Insurance 0 1 8 7 6 5 9

1. If the insurance proceeds and the Capital Reserve are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Building within one hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.

2. In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the unanimous affirmative vote of the Unit Owners voting at a meeting called for the purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Board or its representatives, shall present to the members present, an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

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

C. Eminent Domain. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provisions for withdrawal of the portions so taken 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 so withdrawn 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 or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the 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. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

D. 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 Element having the same vertical and horizontal boundaries as before, unless, if allowed by the Act, other action is approved by holders of first mortgages on Units which have more than fifty percent (50%) of the votes in the Association.

ARTICLE XI

SALE OF THE PROPERTY

At a meeting duly called for such purpose, the Unit Owners, by affirmative vote of Voting Members having at least seventy-five percent (75%) of the total vote, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage

or trust deed against any Unit entitled to notice under this Declaration. Such action shall be binding upon all unit Owners and it shall, thereupon, become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale; provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by an appraisal, less the amount of any unpaid assessments of charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select a qualified appraiser, experienced in the appraisal of commercial condominium units in the Chicago, Illinois Metropolitan Area, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share of said cost shall be a Common Expense.

ARTICLE XII

ADD-ON CONDOMINIUM

A. Additional Land. The Trustee and Developer hereby reserve the right and option at any time and from time to time, within a period of seven (7) years after the date of the recording of this Declaration in the office of the Cook County, Illinois Recorder, to add-on and annex to the Property, all or any portion of the Additional Land, and in connection therewith to reallocate percentage interests in the Common Elements as hereinafter described, by recording an amendment or amendments to this Declaration executed solely by the Trustee (each such instrument being hereinafter referred to as "Amendment to Condominium Declaration") which shall set forth the legal description of the additional parcel or parcels within the Additional Land to be annexed to the Property and which shall otherwise be in compliance with the requirements of the Act. Upon the recording of each such Amendment to Condominium Declaration, the additional parcel or parcels therein described shall be deemed submitted to the Act and governed in all respects by the provisions of the Condominium Instruments and shall thereupon become part of the Property. No portion or portions of the Additional Land shall be subject to any of the provisions of the Condominium Instruments unless and until an Amendment to Condominium Declaration is recorded annexing such portion or portions to the Property aforesaid. The Unit Owners shall have no rights whatsoever in or to any portion of the Additional Land, unless and until an Amendment to Condominium Declaration is recorded annexing such portion to the Property as aforesaid. Upon the expiration of said 7year period, no portions

of the Additional Land shall thereafter be annexed to the Property. No portions of the Additional Land must be added to the Property. Portions of the Additional Land may be added to the Property at different times within such 7-year period. Except as may be required by applicable laws and ordinances, there shall be no limitations (i) on the order in which portions of the Additional Land may be added to the property, (ii) fixing the boundaries of these portions, or (iii) on the location of improvements which may be made on the Additional Land. Structures, improvements, buildings, and units to be constructed on portions of the Additional Land which are added to the Property need not (except to the extent required by applicable laws and ordinances) be compatible with the configuration of the Property in relation to density,, use, construction and architectural style. Subject to any limitation imposed by applicable laws and ordinances, the maximum number of Units which may be created on the Additional Land shall be 42 Units, and the maximum number of Units which may be created on each acre or any portion of the Additional Land which is added to the Property shall be 6.26 Units. In all cases in which the Developer or Trustee exercises the option to add part of the Additional Land to the Property, the contracts for the construction and delivery of such part of the Additional Land shall contain a date for the completion and delivery of such part of the Additional Land to be constructed.

B. Amendments to Condominium Declaration Each Amendment to Condominium Declaration shall include:

1. An amendment to the legal description on the first page of this Declaration which shall add to the legal description of the Parcel that portion or portions of the Additional Land annexed to the Property;

2. An amendment to the Plat (Exhibit A attached hereto) which shall show the boundaries of the portion of the Additional Land annexed to the Parcel and delineating and describing the Units constructed or to be constructed on the portion of the annexed Additional Land;

3. An amendment to Exhibit B attached hereto which shall set forth the amended percentages of ownership interest in the Common Elements, including the Common Elements attributable to those portions of the Additional land annexed to the Property, allocable to each Unit, including all existing Units and additional Units added by such Amendment to Condominium Declaration.

C. Determination of Amendments to Percentages of Ownership Interest in Common Elements. The percentages of ownership interest in the Common Elements allocable to each Unit, as amended by each Amendment to Condominium Declaration, shall be determined as follows:

1. The Common Elements, as amended by such Amendment to Condominium Declaration, shall be deemed to consist of the Common Elements as existing immediately prior to the recording of such Amendment to Condominium Declaration (the "Existing Common Elements") and the Common Elements added by such Amendment to Condominium Declaration (the "Added Common Elements".);

2. The Units, as amended by such Amendment to Condominium Declaration, shall be deemed to consist of the Units as existing immediately prior to the recording of such Amendment to Condominium Declaration (the "Existing Units") and the Units added by such amendment to Condominium Declaration (the "Added Units");

3. The value of each of the Added Units (which value shall be determined by Developer or Trustee) shall be added to the value of each of the Existing Units (which value shall be determined by Developer or Trustee) and the total of all of such values shall be deemed to be the new value of the Units as a whole. Each of such values shall be determined by Developer or Trustee as of the date of recording each Amendment to Condominium Declaration and each of such values determined shall be unconditionally binding and conclusive for all purposes notwithstanding the sale price of any Unit or Units.

4. The percentage of ownership interest in the entire Common Elements (both the Existing Common Elements and the Added Common Elements) to be allocated to each of the Units (both the Existing Units and the Added Units) shall be computed by dividing the value of such Unit (as determined in the preceding subparagraph 3) by the value of the Units as a whole (as determined in the preceding subparagraph 3);

5. The Existing Units shall be entitled to their respective percentages of ownership interest in the Common Elements, as set forth in such Amendment to Condominium Declaration, in the Added Common Elements and in the Existing Common Elements;

6. The Added units shall be entitled to their respective percentages of ownership interest in the Common Elements, as set forth in such Amendment to Condominium Declaration, in the Added Common Elements and in the Existing Common Elements;

7. All of the provisions of the Condominium Instruments, as amended by each successive Amendment to Condominium Declaration, shall be deemed to apply to all of the Units (both the Added Units and the Existing Units) and to all of

the Common Elements (both the Added Common Elements and the Existing Common Elements); and

8. The recording of an Amendment to Condominium Declaration shall not alter or affect the amount of any lien for Common Expenses due from the Unit Owner of any Existing Unit prior to such recording, not the respective amounts theretofore assessed to or due from Unit Owners of Existing Units for Common Expenses or other assessments.

D. Existing Mortgages. Upon recording of each Amendment to Condominium Declaration, the lien of each mortgage encumbering an Existing Unit, together with its appurtenant percentage of ownership interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended to encumber such Unit and the respective percentage of ownership interest in the Common Elements for such Existing Unit as set forth in such Amendment to Condominium Declaration, and the lien of such mortgage shall automatically attach to such percentage interest in the Added Common Elements.

E. Binding Effect. Each Unit Owner and each mortgagee, grantee, heir, administrator, executor, legal representative, successor and assign of such Unit Owner, by such person's or entity's acceptance of any deed or mortgage or other interest in or with respect to any Unit Ownership, shall be deemed to have expressly agreed and consented to (i) each and all of the provisions of this Article XII, (ii) the recording of each amendment to Condominium Declaration which may amend and adjust such person's or entity's respective percentage of ownership interest in the Common Elements including the Existing Common Elements and the Added Common Elements from time to time, as provided in this Article XII, and (iii) all of the provisions of each Amendment to Condominium Declaration which may hereafter be recorded in accordance with the provisions of this Article XII. The acceptance by any of such persons or entities of any deed, mortgage or other instrument with respect to any Unit Ownership shall, in addition to the foregoing, be deemed to constitute a consent and agreement to and acceptance and confirmation by such person or entity of each of the following provisions as though fully set forth in such deed, mortgage or other instrument:

1. The percentage of ownership interest in the Common Elements appurtenant to such Unit shall automatically be deemed reconveyed effective upon the recording of each Amendment to Condominium Declaration and reallocated among the respective Unit Owners in accordance with the amended and adjusted percentages set forth in each such Amendment to Condominium Declaration;

2. Such deed, mortgage or other instrument shall be deemed given upon a conditional limitation to the effect that the percentage of ownership interest in the Common Elements appurtenant to such Unit shall be deemed divested

pro tanto upon the recording of each such Amendment to Condominium Declaration and revested and reallocated among the respective Unit Owners in accordance with the amended and adjusted percentages set forth in each such Amendment to Condominium Declaration;

3. To the extent required for the purposes of so amending and adjusting such percentages of ownership interest in the Common Elements as aforesaid, a right of revocation shall be deemed reserved by the Grantor of such deed, mortgage or other instrument with respect to such percentage or ownership interest in the Common Elements granted therein;

4. Such adjustments in the percentages of ownership interest in the Common Elements, as set forth in each such Amendment to Condominium Declaration, shall be deemed to be made by agreement of all Unit Owners and other Persons having any interest in the Property, and shall also be deemed to be an agreement of all Unit Owners and such other Persons to such changes within the contemplation of the Act; and

5. Each Unit Owner, by acceptance of the deed conveying his Unit Ownership, agrees for himself and all those claiming under him, including mortgagees, that the condominium Instruments and each Amendment to Condominium Declaration is and shall be deemed to be in accordance with the Act.

ARTICLE XIII

BYLAWS

A. In General. The direction and administration of the Property shall be vested in the Board of Directors of the Association which shall consist of five (5) persons who shall be elected in the manner set forth in the Bylaws; provided, however that notwithstanding anything to the contrary set forth in these Bylaws, during the period commencing on the date of this Declaration and ending upon the qualification of the Directors elected at the initial meeting of the Voting Members, the Board shall consist of three (3) persons who shall be designated and selected by Developer. Except for the Directors so designated and selected by Developer,

(i) Each member of the Board shall be one of the Unit Owners but need not reside on the property; provided, however, if a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity or any beneficiary of any such trust shall be eligible to serve as a member of the Board so long as such agent or beneficiary resides on the property; and

(ii) If a member of the Board fails to meet such qualifications during such member's term, such member shall thereupon cease to be a member of the Board and such member's place on the Board shall be deemed vacant.

B. Election of Board Members at the Initial Meeting. At the initial meeting of the Voting Members, the Voting Members shall elect the Board consisting of five (5) members. All members of the Board shall be elected at large. In all elections for members of the Board, each Voting Member shall be entitled to vote on a noncumulative voting basis and the candidates receiving the highest number of votes with respect to the offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting of the Voting Members shall serve until the first annual meeting of the Voting Members. At the first annual meeting, five (5) Board Members shall be elected. The two (2) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) year(s); 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. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting, and thereafter, successors shall be elected for a term of two (2) years each. The Voting Members having at least two-thirds ($2/3$) of the total votes may, from time to time, increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board Members at any annual or special meeting, provided that the terms of at least one-third ($1/3$) of the Board members shall expire annually. In accordance with the Act, members of the board shall not be elected for a term of more than two (2) years, but they may succeed themselves. Members of the Board (including without limitation those members designated by Developer) shall receive no compensation for their services. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled at a special meeting of the voting members called for such purpose or at the next annual meeting. Such vacancies also may be filled by a two-thirds ($2/3$) vote of the remaining members of the Board until the next 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 to fill the vacancy for the balance of the term. A meeting of the voting members shall be called for the purpose of filling the vacancy no later than thirty (30) days following the filing of such a petition requesting such a meeting, signed by voting members holding twenty percent (20%) of the votes of the Association. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director he succeeds. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists.

Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt provided, however, that (i) each Unit Owner shall receive notice, in the same manner as provided in the Act for membership meetings, of any meeting of the Board concerning 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.

C. Officers. The Board shall elect from among its members for the term of one (1) year, (i) a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall be designated to mail and receive all notices and execute all amendments hereto on behalf of the Board or Association as provided herein and in the Act, (ii) a Secretary who shall keep the minutes of all meetings of the Board and of the voting Members and who shall, in general, perform all the duties incident to the office of the Secretary, (iii) a Treasurer to keep the financial records and books of account, and (iv) such additional officers as the Board shall see fit to elect. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the board. Any officer 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 thereof. Officers shall receive no compensation for their services. In accordance with the Act, officers shall not be elected for a term of more than two (2) years, but they may succeed themselves.

D. Removal. Except for directors designated by Developer, any Board Member may be removed from office, at any time after the election of directors at the initial meeting of Voting Members by affirmative vote of the voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board Member removed may be elected by the Voting Members at the same meeting, any subsequent annual meeting or any subsequent special meeting called for the purpose.

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

F. Notice to Unit Owners. Notice of any Board meeting, unless otherwise provided herein, shall be mailed to each Unit Owner not later than forty-eight (48) hours prior to such meet-

ing, unless a written waiver of such notice is signed by the Unit Owner entitled to such notice prior to the convening of such meeting. All meetings of the Board shall be open to attendance by any Unit Owner, subject to the provisions of the Act providing for discussion and consideration by members of the Board of matters which may be discussed in a meeting not open to attendance by any Unit Owners. Any vote on matters which may, under the Act, so be discussed in a meeting not open to attendance by the Unit Owners, shall nevertheless be taken at a meeting or portion thereof which shall be open to attendance by Unit Owners. Any Unit Owner may record the proceedings at meetings which are open to attendance under the Act by tape, film or other means subject to reasonable rules and regulations of the Board. In accordance with the Act, copies of notices of any Board Meetings also shall be posted in building entrance ways or (where there is no common entrance way for seven or more Units) in a designated location on the Property at least forty-eight (48) hours prior to any such meeting.

G. 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 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, any existing Articles of Incorporation for the Association, other condominium instruments, annual reports, any 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; and

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 governmental authority, all governmental certificates, correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving Unit Owners and originals of all documents relating to everything listed in this subparagraph.

The Association shall furnish any Unit Owner, within three (3) working days of request, the name, address, telephone number of each Unit Owner and the number of votes of each Unit Owner entitled to vote at meetings of the Voting Members to elect members of the Board.

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

1. Subject to the rights reserved by Developer herein, the Board may engage the services of an agent to manage the portions of the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board; provided, however, that any agreement for professional management, except as hereinafter provided, shall provide for termination by the Board without cause upon ninety (90) days written notice without payment of a termination fee, provide for termination with cause by the Board on thirty (30) days written notice without payment for termination fee and shall have a term not to exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods. Any initial agreement for professional management may provide for a term of two (2) years and for a monthly rate and subject to such terms as are consistent with competitive rates and terms prevailing in the area in which the Property is located, from the date of recording of this Declaration subject to termination for cause by the Association upon thirty (30) days written notice.

2. The Board or its agents, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible or to make emergency repairs as may be necessary to prevent damage to the Common Elements or to any other Unit or Units.

3. The Board's powers hereinafter enumerated shall be limited in that the Board shall have no authority to acquire and pay for from the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all

the provisions of this Declaration or unless required for emergency repair, protection or operation of the Common Elements), requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without, in each case, the prior written approval of Unit Owners owning at least two-thirds (2/3) of the Units.

4. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time, shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board.

5. Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

6. The Board shall have the power and duty to provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the property, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent).

7. The Board shall have the power to exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Declaration or the Act. More specifically, the Board shall exercise for the Association, all powers, duties and authority vested therein by law or the condominium instruments except for such powers, duties and authority reserved thereby to the members of the Association. The powers and duties of the Board shall include, but shall not be limited to, the following matters:

(i) Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements;

(ii) Preparation, adoption and distribution of the annual budget for the Property;

(iii) Levying of assessments;

(iv) Collection of assessments from Unit Owners;

(v) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;

(vi) Obtaining adequate and appropriate kinds of insurance;

(vii) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;

(viii) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property, the Common Elements and any recreational facilities that may be established, 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, 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;

(ix) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(x) To have access to each Unit from time to time, as may be necessary, for the maintenance, repair or replacement of any Common Elements (to the extent the Association is responsible for such maintenance, repair or replacement) therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;

(xi) 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;

(xii) 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 of an opportunity to be heard, levy reasonable fines for violation of this Declaration and rules and regulations of the Association;

(xiii) Assign the Association's right to future income, including the right to receive Common Expenses;

(xiv) Record the dedication of a portion of the Common Elements to a public body for use as or in

connection with a street or utility where authorized by the Unit Owners herein.

(xv) Recording the granting of an easement for the laying of commercial entertainment or cable television cable.

8. Subject to other provisions in this Declaration that may be applicable and the provisions of Article VIII hereof, the Board for the benefit of all the Unit Owners, shall pay, from the maintenance fund, the following:

(i) Operating expenses of the Common Elements, including water, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

(ii) Services of any person or firm to act on behalf of the Unit Owners in connection with real estate taxes and special assessments on the Unit Ownerships, and in connection with any other matter where the respective interests of the Unit Owners are deemed by the Board to be similar and nonadverse to each other. The cost of such services shall be Common Expenses.

(iii) Painting, cleaning, outside window washing, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(iv) Any other materials, supplies, utilities, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for, pursuant to the terms of this Declaration and By-laws or which, in its opinion, shall be necessary or proper for the maintenance and operation of the Property as a first-class commercial condominium development or for the enforcement of the restrictions contained herein.

(v) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof 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 of said lien or liens, shall be specifically assessed to said Unit Owners.

(vi) Maintenance and repair of 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 Building, or if a Unit Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair 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.

9. Prior to the election by Voting Members of the first Board, Developer shall, subject to the terms of this Declaration, have the authority to lease or to grant licenses, concessions and contracts with respect to any part of the Common Elements, all upon such terms as the Developer deems appropriate. Upon election of the first Board, and thereafter, the Board, by a vote of at least two-thirds (2/3) of the persons on the Board, shall have the same authority as aforesaid.

ARTICLE XIV

MEMBERS (UNIT OWNERS)

A. Voting Rights. Except as provided in the next succeeding paragraph 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 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 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. 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. The person(s) designated by the Trustee with respect to any Unit Ownership owned by the Trustee shall have the right to vote at any meetings of the Board for so long as the Trustee or Developer shall retain the right to so designate a Board member. 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

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ary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, the 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 (30%) percent or fewer of the Units, by number, possess over fifty (50%) percent 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.

In the event ownership of a Unit is composed of more than one person, than 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.

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

C. Initial and Annual Meetings. The initial meeting of the Voting Members shall be held upon not less than twenty-one (21) days' written notice given by the Trustee or Developer. The initial meeting shall be held no later than the earlier of (i) sixty days after the date the Trustee or Developer has conveyed legal title to at least seventy-five percent (75%) of the Units, or (ii) three years from the date of the recording of this Declaration; provided, however, that the phrase "seventy-five percent (75%) of the of the Units" shall mean 75% of the Units listed on Exhibit B, attached hereto, plus all of the Units which Trustee or Developer contemplate adding on the Additional Land described in Article XII of this Declaration and actually so added to the Property pursuant to said Article XII, and further provided that the aforementioned three (3) year period shall be extended for an additional three (3) years from the date of the recording of the

last of such amendments set forth in Article XII recorded prior to the expiration of three (3) years from the date of recording of this Declaration. After the initial meeting of the Voting Members, there shall be an annual meeting of the Voting Members, one of the purposes of which shall be to elect members of the Board, on the first Wednesday of December following such initial meeting and on the first Wednesday of each succeeding December thereafter at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

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

E. Notices of Meetings. Notices of membership meetings required to be given under this Declaration may be delivered either personally or by mail to the person entitled to vote thereat, addressed to each such person at the address given by such person to the board for the Purpose of service or such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board, provided that any such notice shall be delivered no less than 10 days and no more than 30 days prior to the date fixed for such meeting and such notice shall state the date, time, place and purpose of such meeting.

F. Miscellaneous. No merger or consolidation of the Association, no sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the property and assets of the Association, and no purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3) of the votes of Unit Owners, unless a greater percentage is otherwise provided for in this Declaration. At any time, in the event that thirty percent (30%) or less of the total number of Units control in excess of fifty percent (50%) of the total votes of the Association, any provision in this Declaration which requires a vote by Unit Owners holding a certain percentage of the total vote shall require, in lieu thereof, that the percentage required be based on the number of Units rather than the percentage of the votes allocable to

Units pursuant to their respective percentage of ownership in the Common Elements.

ARTICLE XV

ASSESSMENTS - MAINTENANCE FUND

A. Estimated Annual Budget and Assessments. On or before November 1 of each year, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies 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 adequate reserves, including, without limitations, amounts to maintain a Capital Reserve, and within fifteen (15) days thereafter, notify each Unit Owner in writing, as to the amount of such estimate, with reasonable itemization thereof (including the amounts of any anticipated capital expenditures, repairs or real estate tax payments) and containing each Unit Owner's respective assessment provided, however, that such annual budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. Said "estimated cash requirement" 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. On or Before January 1 of the ensuing year, and the first day of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessments made pursuant to this paragraph. On or before April 1 of each calendar year following the initial meeting of the Voting Members, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid (including actual payments made toward capital expenditures, repairs or real estate taxes) together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall be upon the written request of any Unit Owner, be prepared by a certified public accountant, in which event such accounting shall be due as soon as reasonably possible after such request. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting subject, however, to the provisions of Article XVI, paragraph B hereof. For purposes of this Declaration and the management and operation of the Property, the calendar year shall be deemed to be the fiscal year of the Association.

In the event the Board adopts a budget requiring an assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written petition by the Voting Members with twenty percent (20%) of the votes of the association filed within fourteen (14) days of the Board action, shall

call a meeting of the Voting Members within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Voting Members present are cast at the meeting to reject the budget, the budget shall be deemed to be ratified, regardless of whether or not a quorum is present. In any determination of whether assessments exceed one hundred and fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

B. Capital Reserve and 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"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder. 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 by 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 non-recurring Common Expense is anticipated for the year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a 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 (\$300.00) Dollars, shall be subject to the affirmative vote of at least two-thirds (2/3) of the total ownership of the Common Elements at a meeting specifically called for approving such special assessment.

C. Initial Budget. The initial Board appointed by the Developer shall determine and adopt, prior to the conveyance of the first Unit hereunder, the "estimated annual budget" for the initial period commencing with the first day of the month in which the sale of the first Unit is closed and ending on December 31 of

the calendar year in which such sale occurs and shall continue to determine the "estimated annual budget" for each succeeding calendar year until such time as the first Board elected hereunder takes office. Assessments shall be levied against the Unit Owners during said periods as provided in Paragraph A of this Article.

D. Failure to Prepare Estimates. The failure of delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary Reserves, as herein provided, whenever the same shall be determined and, in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due no more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

E. Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements (other than the Limited Common Elements), specifying and itemizing the maintenance and repair expenses of the Common Elements (other than the Limited Common Elements, subject, however, to the provisions of ARTICLE VIII B), and any other expenses incurred by the Board. Such records and vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. 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.

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

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

H. Assessments. The Association shall have no authority to forebear the payment of assessments by any Unit Owner. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there

shall be added to the amount due the costs of said suit and other fees and expenses, together with interest at the rate of eighteen (18) percent per annum and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that any holder of a recorded first mortgage or trust deed encumbering a Unit who comes into possession of the said Unit pursuant to terms and remedies of said mortgage or trust deed, by foreclosure of said mortgage or trust deed, or by a deed (or assignment) in lieu of foreclosure shall not be liable for and shall take the Unit together with the percentage interest in the common elements free and clear of claims for unpaid common or special assessments which are due and payable prior to the date of possession as aforesaid (except for a proportionate share of any special assessment which is levied against all Units to collect the amount equal to the unpaid assessments levied against the subject Unit prior to the time the aforesaid holder of a recorded first mortgage or trust deed takes possession). In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the proportionate share of the Common Expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (i) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with interest at the rate of eighteen (18%) percent per annum thereon, and all fees and costs (including reasonable attorneys' fees) incurred in the collection thereof; (ii) the right, by giving such defaulting Unit Owner five days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (iii) the right to take possession of such defaulting Unit Owner's interest in the Property, to maintain for the benefit of all the other Unit Owners, an action for possession in the manner prescribed in by law, and to execute leases of such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses.

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

J. Initial Deposit for Contingencies and Replacement. 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 one

month's assessment assessment for such Unit. This sum shall be used to initially fund the reserve for contingencies and replacements described in Paragraph B of this Article. This payment shall not be refundable and shall not be applied as a credit against the Unit Owner's monthly assessments.

K. User Charges. The Board 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 expenses may include, without limitations, charges for use of master antenna system and fees for such other services and facilities provided to Unit Owners which should not be reasonably allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges will be billed separately to each Unit Owner benefited thereby, and will be added to and considered a part of such Unit Owner's share of the Common Expenses, as otherwise determined and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Paragraph.

ARTICLE XVI

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

A. General Use. Each part of the Property shall be used for the purposes for which such part of the Property was designed. Each Unit which was, or any two or more adjoining Units used together which were, designed for use as a residence shall be used as a residence or such other uses permitted by this Declaration and for no other purpose, and no residential Unit shall (without the prior written consent of the Board) be occupied for sleeping quarters by more than the following number of persons:

- 1 Bedroom Unit - 3 persons
- 2 Bedroom Unit - 4 persons
- 3 Bedroom Unit - 6 persons

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

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

and repair, his own Unit and the Limited Common Elements adjoining his Unit.

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

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

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

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

G. Floor Coverings. In order to enhance the soundproofing of the Buildings, the floor coverings for all occupied Units shall meet a certain minimum standard as may be specified by rules and regulations of the Board.

H. Pets. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets weighing at all times less than ten (10) pounds may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose and, provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) day's written notice from the Board.

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

J. Unsightliness. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

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

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

M. "For Sale" or "For Rent" Signs. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board; provided that the right is reserved by the Trustee, the Developer and their agents, to maintain on the Property until the sale of the last Unit, all models, sales offices and advertising signs, banners and lighting in connection therewith, at such locations and in such forms as Developer shall determine, together with the right of ingress, egress and transient parking therefore through the Common Elements in favor of Developer, its agents, licensees, designees and its prospective purchasers and lessees.

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

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

P. Notwithstanding anything to the contrary in this Declaration:

1. Structural changes and alterations may be made by the Trustee or Developer in Units and Common

Elements used by the Trustee or Developer or its agents as model apartments and/or sales in Developer's opinion to adapt the same to such uses. Such changes may include the elimination or alteration of perimeter walls for the purpose of combining adjoining Units or improving access thereto or visibility thereof; and

2. The Trustee, Developer and its agent further reserve the right at all times to use unsold Units and Common Elements for storage, office, sales, models, transient parking and related purposes until all Units listed on Exhibit "B" attached hereto and all Units which Developer desires to construct on the Additional Land have been sold.

ARTICLE XVII

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

A. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision contained in this Declaration shall give the Board the right, in addition to the rights set forth in the next succeeding Paragraph and elsewhere in this Declaration: (i) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and the provisions hereof and the Trustee, the Developer or 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 appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and expenses and all damages, liquidated or otherwise, together with interest hereon at the rate of eighteen (18%) percent per annum until paid, shall be charged to and assessed against such defaulting Unit Owner and shall be added to and deemed part of his respective share of the Common Expenses and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

B. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall re-occur more than once after

such notice, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Board against the defaulting Unit Owner for a decree of mandatory injunction against such Unit Owner or occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use, or control the Unit owned by such Unit Owner on account of the said violation, and ordering that the right, title and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from re-acquiring such Unit Owner's interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as set forth in Article IX of this Declaration, to immediate possession of the Unit and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE XVIII

RIGHTS OF MORTGAGEES

Rights of Mortgagees. Upon written request to the Board, the holder of any recorded mortgage or trust deed against any Unit Ownership (or assignee thereof) shall have the right (i) to examine the books and records of the Association during normal business hours; (ii) to receive copies of annual financial statements furnished to the Unit Owners; (iii) to receive written notice of all meetings of the Association and to have the right to attend such meetings; (iv) to receive written notice of any proposed material amendment to the Declaration or Bylaws and written notice of any and all action of the Board or Association requiring the consent of such mortgagees.

1. Upon written request to the Board, fifty-one percent (51%) or more of mortgagees, as defined in the preceding paragraph, have the right to have an audited annual financial statement for the Association prepared at the expense of the mortgagees.

2. Prior written approval of all mortgagees is required before either the Board or Unit Owners shall take action to (i) abandon or terminate ownership and operation of the property as a condominium; (ii) change the percentage interest of ownership in the common elements or obligations of any Unit Owner for purposes of levying assessments, distributing insurance proceeds or condemnation awards; (iii) use hazard insurance proceeds for any purpose other than repair, replacement, construction or reconstruction of any improvements as are applicable to either the Units or the Common Elements, except as may be provided in the Act.

3. Neither the Board nor Unit Owners shall, without the prior written approval of at least fifty-one percent (51%) of the mortgagees (in number) amend any provisions in this Declaration regarding Capital Reserves; or, impose any restrictions on the right of the Unit Owner to sell or transfer a Unit.

4. Upon written request to the Board or Association, mortgagees may request and shall be entitled to any and all notices regarding the following actions: (i) any default on the part of a Unit Owner which is subject to its mortgage which is not cured by such Unit Owner within thirty (30) days; (ii) any condemnation or eminent domain proceeding or any notices received by a condemning authority (no term or provision of any such notice or document can or will entitle a Unit Owner or any other party to priority over a mortgagee with respect to the distribution of any award or settlement proceeds); (iii) any lawsuit or legal action filed by the Board or Association, or on behalf of the Board or Association, against a Unit Owner subject to its mortgage; or, (iv) any damage, destruction, taking or loss of the Common Elements in excess of Ten Thousand Dollars (\$10,000) or to a Unit in excess of One Thousand Dollars (\$1,000). Upon written request to the Board or Association, mortgagees shall be entitled to any and all notices regarding:

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

(b) Any proposed action requiring the consent of mortgagees as set forth in this Declaration.

5. No term or provision of the Declaration, Bylaws, Articles of Incorporation of the Association or similar instruments relating to the Condominium Property or the Units shall be deemed to give any Unit Owner or any other party priority over the rights of Mortgagees herein, in accordance with the terms of their respective mortgages, to distribution to Unit Owners of any insurance or condemnation proceeds or awards for any loss or taking of either the Units or Common Elements.

6. Notwithstanding anything contained in this Declaration to the contrary, any lien for delinquent Common Expense assess-

ments, or other charges levied by the Association against and due from any Unit Owner, are subordinate to the lien of a first mortgage recorded as a lien against the Unit so long as and to the extent that said first mortgage lien was recorded before the delinquent assessment or charge was due.

7. All the provisions of this Article XVIII and all subparagraphs of this Article XVIII are binding on the Board, Association and all Unit Owners notwithstanding any other provisions, notice provisions or otherwise, contained in this Declaration.

ARTICLE XIX

SPECIAL PROVISIONS REGARDING THE WOODLAND PROTECTION AREA OF THE COMMON ELEMENTS

A. A certain area of the Common Elements located on the property is designated as a "Woodland Protection Area" and is additionally designated on the Final Plat of Subdivision and Final Planned Unit Development Plan for Creekside Villas, recorded as Document No. 87-40439, on the 22nd day of July, 1987, in the office of the Recorder of Deeds of Cook County, Illinois.

B. In addition to the other rights and obligations of the Board and of the Association, as set forth herein, maintenance of the specially designated area of the Common Elements set forth in the preceding paragraph "A" is specifically required in accordance with the terms of this Article XIX. Maintenance, as required herein, includes but is not limited to continuous and perpetual maintenance, operation and preservation of the "Woodland Protection Area." The area designated on the plat as a "Woodland Protection Area" shall be maintained, protected and preserved in its natural state in perpetuity and cannot be developed, cleared or used for buildings or structures, nor used in any manner that will damage or destroy this natural resource. Maintenance of such "Woodland Protection Area" is defined and limited to litter removal, removal of diseased or dead trees or shrubbery and only such other maintenance which is necessary to preserve this area in its natural state.

C. Subject to the Act (Illinois Condominium Act) maintenance of the "Woodland Protection Area" set forth in the preceding paragraph in this Article shall be the legal responsibility of the Declaration until such time as occupancy permits or certificates for eighty (80%) percent of the Units in the Townhomes of Creekside Villas Condominium have been issued. Costs of such maintenance during this period of Developer responsibility remain as a common expense for the Board and Association as part of the responsibility for maintenance of any of the Common Elements. Thereafter, (after issuance of occupancy permits or certificates for eighty (80%) percent of the Units) the maintenance responsibility set forth in this Article shall become the legal responsibility of the Board and Association and Unit Owners. The "Wood-

land Protection Area" shall be maintained in perpetuity and cannot be developed for any other usage which would limit or tend to limit its use and function for stormwater management.

D. Every Unit Owner understands and agrees that the area of the Common Elements described and discussed in this Article XIX is to be maintained and preserved by the Unit Owners, the Board and the Association as a Common Element expense. All other terms and provisions of the Declaration relating to assessments, duties and obligations to maintain the Common Elements, remedies for breach of Unit Owner obligations and the powers of the Board to make rules and regulations and other applicable provisions are, applicable to this Article.

E. As otherwise is provided in this Declaration, any breach or violation by any person or Unit Owner of the Covenants, restrictions, duties and obligations set forth in this Article may be enforced by any proceeding at law or in equity, to restrain such violation or to recover damages, or both, by the Developer, Trustee, Board, Association, any Unit Owner or by Cook County.

The duly designated officials and employees of the City of Rolling Meadows are hereby granted a perpetual easement to enter upon, on and over the "Woodland Protection Area" for the purpose of inspecting such area to determine whether the area has been and is being properly maintained in conformity with this Article and the Declaration and applicable ordinances and regulations. Notice of any determination by the City of Rolling Meadows that such area is not in conformity with applicable restrictions, ordinances and regulations shall be in writing and shall be given to the Developer, Trustee, Board or Association, as the case may be. Upon failure to perform the necessary maintenance within a reasonable time after receiving such foregoing notice to Developer, Trustee, Board or Association, the City of Rolling Meadows shall have the right and power to compel correction of the violation as well as the right to perform or cause to be performed such maintenance or repair or other operation necessary to preserve the characteristics of the "Woodland Protection Area". No notice by the City of Rolling Meadows shall be required in the event that the City determines that any breach or violation of the maintenance obligations constitutes an immediate threat to the public health, safety and welfare. Any and all expenditures made or advanced by the City of Rolling Meadows to remedy any breach or violation set forth in this Article, shall entitle Rolling Meadows to full reimbursement from the Developer, Trustee, Board or Association, as the case may be. The easement granted to Rolling Meadows in this paragraph "E", is an easement appurtenant, running with the land and is and shall, at all times, be binding upon the owner or Unit Owners, Board or Association, grantee, heirs, successor and assigns in perpetuity.

F. No amendment to this Declaration or to the provisions of this Article XIX can be made which would diminish, delete or abrogate the responsibilities set forth herein for continued

maintenance, operation and preservation or compliance with all ordinances, requirements and other applicable regulations relating to the "Woodland Protection Area".

G. The invalidity of any one or more of the covenants, restrictions or obligations set forth in this Article XIX by any judgment or court order shall not affect the validity of any of the remaining terms and provisions of this Article or Declaration.

H. The failure of the Developer, Trustee, Board, Association, any Unit Owner, or City of Rolling Meadows to enforce any covenant, restriction or obligation under this Article XIX shall not be deemed a waiver of the right of any of the foregoing to do so thereafter.

I. Any additional land that may be submitted to the Property in accordance with Article XIX herein also shall be included and bound by the terms of this Article XIX.

ARTICLE XX

GENERAL PROVISIONS

A. Notices to Board, Association and Unit Owners. Notices provided for in this Declaration and in the Act shall be in writing. Notices to a Unit Owner may be delivered to such Unit Owner personally or by mail. Notices to the Board or the Association may be personally delivered to any member of the Board or officer of the Association or mailed to such member or officer at such member's or officer's Unit. The Unit Owner may designate a different address for notices to such Unit Owner by giving written notice of such Unit Owner's change of address to the Board or Association. Notices addressed and mailed to the Board or Association as above, shall be deemed delivered when mailed by United States registered or certified mail. Notices addressed and mailed to a Unit Owner shall be deemed delivered forty-eight hours after such notice is deposited into the U. S. mails.

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

C. Binding Effect. Each grantee of the Developer or Trustee and each subsequent grantee by acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance and each 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 a Person having, at any time, any interest or estate in the Property or any Unit and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

D. 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.

E. Amendment, Change, Modification or Rescission. No provision of this Declaration affecting or creating any of the rights, options, privileges or duties of the Trustee or Developer (including, without limitation, the provisions of Article XII of this Declaration and the provisions of the following Paragraph F) may be amended, changed, modified or rescinded in any way without the prior written consent of the Trustee and Developer. The provisions of this Paragraph E may only be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed, acknowledged and approved by the Board, the Developer and all of the Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Except for amendments made pursuant to the provisions of Article XII of this Declaration (which amendments shall only require the signature of the Developer or Trustee) and except for amendments made pursuant to the provisions of the following Paragraph F (which amendments shall only require the signature of the Developer or Trustee) and except for amendments to this Paragraph E, and except as elsewhere provided in this Declaration and except as provided in the Act, the provisions of this Declaration may only be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed and acknowledge by the Board and approved by the Unit Owners having at least two-thirds (2/3) of the total vote at a meeting called for that purpose and approved by any mortgagees required under the Condominium Instruments and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit not less than ten (10) days prior to the date of such affidavit. Each instrument of amendment, change, modification or rescission made in accordance with this Declaration shall be effective upon the recording of such instrument in the office of the Cook County, Illinois Recorder. Any amendments herein to Article XIX are further subject to the provisions of paragraph "F" of Article XIX.

F. Special Amendment. Notwithstanding any other provision of this Declaration, the Trustee and the Developer and each of them, singly reserve and shall have the right at any time and from time to time, to record a Special Amendment to this Declaration to (i)

conform this Declaration with the requirements of the Act or the requirements of any institutional lender issuing a commitment to the Trustee or Developer to make first mortgage loans, or (ii) correct clerical or typographical errors in this Declaration, or (iii) complete the data on the Plat after improvements constructed at any time, on the Parcel are completed by the Developer, or (iv) to clarify any conflicting provisions of this Declaration. In furtherance of the foregoing, each Unit Owner and each holder of a mortgage, trust deed or lien affecting any Unit and each Person having any other interest in the Property hereby grants to the Trustee and Developer and each of them, (and the Developer and Trustee hereby reserves for each of them) an irrevocable power of attorney coupled with an interest on behalf of each Unit Owner and each such holder or Person to make, sign and record on behalf of each Unit Owner and each such holder and Person any amendment described in this Paragraph F. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit or the Property and the acceptance of any such instrument shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the aforescribed power of attorney to the Trustee, Developer and each of them, to make, sign and record on behalf of each of the Unit Owners, holders and persons described in this Paragraph any amendment described in this Paragraph. The power of attorney described in this Paragraph shall terminate upon the conveyance or title transfer of the last unit owned by trustee.

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

H. Liens. In the event any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against all of the Units or against the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in this Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien. The owner of any Unit shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Board other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board or the Association, if any, shall be limited to such Unit Owner's proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage or judgment entered

as a result of the use or operation of his Unit or caused by his own conduct. After the Trustee conveys to any Person, title to any Unit, no mechanics' lien shall be created against such Unit or its Common Element interest by reason of any subsequent contract by the Developer to improve or make additions to the Property.

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

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

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

K. Headings and Gender. The headings and captions contained in this Declaration are inserted for convenient reference only and shall not be deemed to construe or limit the Articles and Paragraphs to which they apply. The word "his", whenever used in this Declaration, shall include the masculine, feminine and neuter pronouns.

L. 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. 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.

M. 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 created under this Declaration and the Trustee shall not be obligated to sequester funds or trust property to apply in whole, or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

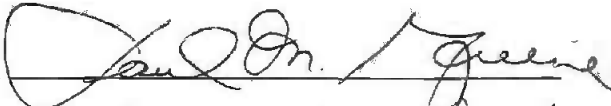
N. Utilities. Each Unit Owner shall promptly pay, when due, the cost for all telephone, electricity and other utilities which are separately metered or billed to such Unit Owner or for the Unit owned by such Unit Owner by the utility company furnishing such utility. Utilities for the Property, which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

O. Trustee Exculpation. This Declaration is executed by First United Trust Company, an Illinois corporation, Trustee under Trust Agreement dated September 6, 1987, and known as Trust No. 1804, not personally but solely as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm, corporation or entity hereafter claiming any interest under this Declaration that said Trustee as aforesaid, and not personally, has executed this Declaration for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 1804 to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by said Trustee, as aforesaid, to be kept or performed, are not intended to be kept, performed and discharged by said Trustee or any beneficiary under said Trust personally; and further, that no duty shall rest upon First United Trust Company, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration; except where said Trustee is acting pursuant to direction as provided by the terms of said Trust and after the Trustee has first been supplied with funds required for the purpose. In event of conflict between the terms of this Paragraph and of the remainder of this Declaration on any question of apparent liability or obligation resting upon said Trustee or beneficiary, the exculpatory provisions of this Paragraph shall be controlling.

IN WITNESS WHEREOF, First United Trust Company, as Trustee as aforesaid and not personally, has caused its corporate seal to

be affixed hereunto and caused its name to be signed hereto by
its duly authorized officers this 2nd day of May, 1988.

As Trustee as aforesaid, and not
personally

BY: 
Title: Assistant Vice President

ATTEST:

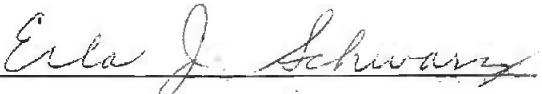

Title: ASSISTANT SECRETARY

EXHIBIT "B"

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
17	28.0
18	16.0
19	28.0
20	28.0
	<u>100.00%</u>

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6 2 9 7 8

E X H I B I T A-1

LEGAL DESCRIPTION

THAT PART OF LOT 2 IN CREEKSIDE VILLAS, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1987 AS DOCUMENT NO. 87404039, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 03 MINUTES 37 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, 342.02 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 92.06 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF CREEKSIDE LANE AS DEDICATED PER DOCUMENT NO. 87404039; THE FOLLOWING SIX COURSES ARE ALONG THE NORTHEASTERLY AND NORTHERLY LINES OF SAID CREEKSIDE LANE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY, AND HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 18.85 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 19 DEGREES 21 MINUTES 04 SECONDS WEST, 18.74 FEET); THENCE NORTH 30 DEGREES 09 MINUTES 02 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 45.38 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 26.43 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 45 DEGREES 17 MINUTES 43 SECONDS WEST, 26.13 FEET); THENCE NORTH 60 DEGREES 26 MINUTES 23 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 48.66 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 75.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 38.62 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 75 DEGREES 11 MINUTES 23 SECONDS WEST, 38.19 FEET); THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 31.00 FEET TO AN INTERSECTION WITH A LINE 836.00 FEET EAST OF AND PARALLEL WITH THE CENTER LINE OF QUINTENS ROAD; THENCE NORTH 00 DEGREES 03 MINUTES 37 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 232.82 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 2; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 250.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

E X H I B I T A-1

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E X H I B I T C

Lots 1 and 2 in Creekside Villas being a subdivision in Section 34, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

EXCEPT for the following described property.

THAT PART OF LOT 2 IN CREEKSIDE VILLAS, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1987 AS DOCUMENT NO. 87404039, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 03 MINUTES 37 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, 342.02 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 92.06 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF CREEKSIDE LANE AS DEDICATED PER DOCUMENT NO. 87404039; THE FOLLOWING SIX COURSES ARE ALONG THE NORTHEASTERLY AND NORTHERLY LINES OF SAID CREEKSIDE LANE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY, AND HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 18.85 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 19 DEGREES 21 MINUTES 04 SECONDS WEST, 18.74 FEET); THENCE NORTH 30 DEGREES 09 MINUTES 02 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 45.38 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 26.43 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 45 DEGREES 17 MINUTES 43 SECONDS WEST, 26.13 FEET); THENCE NORTH 60 DEGREES 26 MINUTES 23 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 48.66 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 75.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 38.62 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 75 DEGREES 11 MINUTES 23 SECONDS WEST, 38.19 FEET); THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 31.00 FEET TO AN INTERSECTION WITH A LINE 836.00 FEET EAST OF AND PARALLEL WITH THE CENTER LINE OF QUINTENS ROAD; THENCE NORTH 00 DEGREES 03 MINUTES 37 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 232.82 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 2; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 250.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Lots 1 and 2 in Creekside Villas being a subdivision in Section 34, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

EXCEPT for the following described property.

THAT PART OF LOT 2 IN CREEKSIDE VILLAS, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1987 AS DOCUMENT NO. 87404039, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 03 MINUTES 37 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, 342.02 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 92.06 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF CREEKSIDE LANE AS DEDICATED PER DOCUMENT NO. 87404039; THE FOLLOWING SIX COURSES ARE ALONG THE NORTHEASTERLY AND NORTHERLY LINES OF SAID CREEKSIDE LANE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY, AND HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 18.85 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 19 DEGREES 21 MINUTES 04 SECONDS WEST, 18.74 FEET); THENCE NORTH 30 DEGREES 09 MINUTES 02 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 45.38 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 26.43 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 45 DEGREES 17 MINUTES 43 SECONDS WEST, 26.13 FEET); THENCE NORTH 60 DEGREES 26 MINUTES 23 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 48.66 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 75.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 38.62 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 75 DEGREES 11 MINUTES 23 SECONDS WEST, 38.19 FEET); THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 31.00 FEET TO AN INTERSECTION WITH A LINE 836.00 FEET EAST OF AND PARALLEL WITH THE CENTER LINE OF QUINTENS ROAD; THENCE NORTH 00 DEGREES 03 MINUTES 37 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 232.82 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 2; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 250.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

88187659

2100 L. 2081 4th Floor
2000 1st Floor

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SPECIAL AMENDMENT A TO DECLARATION
OF CONDOMINIUM OWNERSHIP AND EASEMENTS
RESTRICTIONS AND COVENANTS
FOR THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM

THIS SPECIAL AMENDMENT is made and entered into this 25th day of April, 1988, by I & R Investments, Inc., an Illinois corporation.

W I T N E S S E T H

WHEREAS, by a Declaration of Condominium (the "Declaration") recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 88187659, certain real estate was submitted to the provisions of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, the Declaration reserves to the Developer, in Paragraph F of Article XX, the right to correct clerical or typographical errors in the Declaration; and

WHEREAS, the Developer now desires and intends to so correct a clerical and typographical error appearing in the Declaration; and

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

The sentence appearing in Paragraph H of Article XVI of the Declaration which appears as follows:

"Pets. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets weighing at all times less than ten (10) pounds may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose and, provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) day's written notice from the Board." is hereby deleted from the Declaration with the following sentence inserted in its place and added to the Declaration:

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

88530805

On page 2, Paragraph F, the third line, ". . . Articles . . . XIV, XIV . . ." is corrected to ". . . Articles . . . XIV, XV . . ."

On page 5, Paragraph A, the twelfth line, ". . . structural pats . . ." is corrected to ". . . structural parts . . ."

On page 38, Paragraph A, the eighth line from the bottom, "Article XVI" is corrected to "Article XV".

On page 44, Paragraph K, the first line, "Except a" is corrected to "Except as" and on the second line, "parking or" is corrected to "parking of".

88530805

8 8 5 3 0 8 0 5

IN WITNESS WHEREOF, I & R Investments, Inc., an Illinois corporation, as Developer as aforesaid has caused its corporate seal to be affixed hereto and caused its name to be signed hereto by its duly authorized officers this 25th day of April, 1988.

BOX 333 - GG

Instrument prepared by:

D.W. Babych *J Mail*
DiMonte & Lizak
~~5201 North Harlem~~
~~Chicago, IL 60656~~
1300 W. Higgins
PARK RIDGE, IL.
60068

I & R INVESTMENTS, INC. an Illinois corporation

By: *[Signature]*

Title: PRESIDENT

ATTEST: *[Signature]*

Title: SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, do hereby certify that RALPH ROSS, President of I & R Investments, Inc., and PHILIP F. ALBRECHT, Secretary of said Company, who are 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 their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and notary seal this 10 day of October, 1988.

[Signature]

OFFICIAL SEAL Notary Public
ELIZABETH A. SEHI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/25/92

My commission expires:

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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Parcel 1: Units 17, 18, 19 and 20 in Building 3;
Units 21, 22, 23 and 24 in Building 4; Units
25, 26, 27, 28 and 29 in Building 5 and Units 37, 38, 39, 40, 41 and 42 in Building 7.

THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
THAT PART OF LOTS 1 AND 2 IN CREEKSIDE VILLAS SUBDIVISION IN SECTION
34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN,
WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF
CONDOMINIUM RECORDED AS DOCUMENT NUMBER 88187659 TOGETHER WITH ITS
UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY,
ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET
FORTH IN DECLARATION RECORDED MAY 4, 1988 AS DOCUMENT NUMBER 88187659
AS AMENDED FROM TIME TO TIME IN COOK COUNTY, ILLINOIS

PINS: 0 2 3 4 10 1 0 1 5
0 1 6
0 1 7
0 2 3

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM

THIS DECLARATION is made and entered into this 1st day of July, 1988, by First United Trust Company, an Illinois corporation, as Trustee under a Trust Agreement dated September 6, 1987, and known as Trust Number 1804.

W I T N E S S E T H

WHEREAS, by a Declaration of Condominium (the "Declaration") recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 88187659, the Trustee submitted certain real estate to the provisions of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, the Declaration reserves to the Developer (as defined in the Declaration) the right to annex and add to the Parcel and Property (as defined in the Declaration) and thereby add to the condominium created by the Declaration all or any portion of the additional land (as defined in the Declaration); and

WHEREAS, the Trustee at the direction of the Developer now desires to so annex and add to said Parcel and Property and submit to the provisions of the Act and the Declaration certain real estate (the "Additional Property"), described in the Plat of the Townhomes of Creekside Villas, Building 4 attached hereto, which Additional Property is a portion of the said additional land; and

NOW, THEREFORE, the Trustee does hereby amend the Declaration as follows:

1. The Additional Property is hereby annexed to the Parcel and Property as defined in the Declaration, and is hereby submitted to the provisions of the Act as a part of the Condominium in accordance with and shall be deemed to be governed in all respects by, the terms and provisions of the Declaration.

2. Exhibit A-1 of the Declaration is hereby amended by adding to the Property the land described in the Building 4 Plat attached hereto.

3. Exhibit B of the Declaration is hereby amended by substituting therefor the Exhibit B which is attached hereto (First Amended Exhibit "B" To Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas). The percentage of ownership in the common elements appurtenant to each unit is hereby shifted to the percentages set forth in the First Amended Exhibit "B" To Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas which is attached hereto.

4. The additional common elements annexed by this instrument are hereby granted and conveyed to the grantees of all units, including the grantees of units heretofore conveyed, all as set forth in the Declaration.

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

6. Trustee Exculpation: This First Amended Exhibit "B" and First Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas is executed by First United Trust Company, not personally but solely as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm, corporation or entity hereafter claiming any interest under this Declaration that said Trustee as aforesaid, and not personally, has executed this document for the sole purpose of subjecting the title holding interest to the terms of this First Amendment to Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by said Trustee, as aforesaid, to be kept or performed, are not intended to be kept, performed and discharged by said Trustee or any beneficiary under said Trust personally; and further, that no duty shall rest upon First United Trust Company, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this First Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas; except where said Trustee is acting pursuant to direction as provided by the terms of said Trust and after the Trustee has first been supplied with funds required for the purpose. In event of conflict between the terms of this Paragraph and of the remainder of this First Amendment to Declaration of Condominium Ownership and Easements, Restrictions

and Covenants for the Townhomes of Creekside Villas on any question of apparent liability or obligation resting upon said Trustee or beneficiary, the exculpatory provisions of this Paragraph shall be controlling.

IN WITNESS WHEREOF, the said First United Trust Company, as Trustee as aforesaid and not personally, has caused its corporate seal to be affixed hereunto and caused its name to be signed hereto by its duly authorized officers this ____ day of _____, 1988.

FIRST UNITED TRUST COMPANY, as Trustee as aforesaid, and not personally.

BY: _____

Title: _____

ATTEST:

Title: _____

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, _____, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Vice President of the FIRST UNITED TRUST COMPANY and _____, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 1988.

Notary Public

LEGAL DESCRIPTION RIDER

THAT PART OF LOT 2 IN CREEKSIDE VILLAS, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1987 AS DOCUMENT NO. 87404039, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 03 MINUTES 37 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, 342.02 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 92.06 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF CREEKSIDE LANE AS DEDICATED PER DOCUMENT NO. 87404039; THE FOLLOWING EIGHT COURSES ARE ALONG THE NORTHEASTERLY, NORTHERLY AND WESTERLY LINES OF SAID CREEKSIDE LANE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY, AND HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 18.85 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 19 DEGREES 21 MINUTES 04 SECONDS WEST, 18.74 FEET); THENCE NORTH 30 DEGREES 09 MINUTES 02 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 45.38 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 26.43 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 45 DEGREES 17 MINUTES 43 SECONDS WEST, 26.13 FEET); THENCE NORTH 60 DEGREES 26 MINUTES 23 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 48.66 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 75.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 38.62 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 75 DEGREES 11 MINUTES 23 SECONDS WEST, 38.19 FEET); THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 137.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 45 DEGREES 03 MINUTES 37 SECONDS WEST, 70.71 FEET); THENCE SOUTH 00 DEGREES 03 MINUTES 37 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 84.59 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 94.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF LOT 2, AFORESAID; THENCE NORTH 00 DEGREES 03 MINUTES 37 SECONDS EAST ALONG SAID LAST DESCRIBED WEST LINE, 367.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 500.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THIS INSTRUMENT PREPARED BY:
& MAIL TO:

D.W. Babych
5201 N. Harlem Avenue
Chicago, Illinois 60656
775-9339

CONSENT OF MORTGAGEE

First Chicago Bank of Mt. Prospect, Illinois, a corporation of the State of Illinois, holder of a mortgage on the parcel described in Exhibit "A" dated April 18, 1988, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois on April 25, 1988 as Document No. 88187659, does hereby consent to the execution and recording of the aforesaid First Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas and agrees that the aforesaid mortgage is subject to the provisions of said First Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas.

IN WITNESS WHEREOF, First Chicago Bank of Mt. Prospect, Illinois has caused these presents to be executed by its duly authorized officers on its behalf this _____ day of _____, 1988.

BY: _____

ATTEST:

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, the undersigned, a notary public in and for said County and State, do hereby certify that _____ and _____ Vice President and _____ Secretary, respectively, of First Chicago Bank of Mt. Prospect, personally known to me to be the same persons whose names are subscribed to the foregoing as such _____ President and _____ Secretary, appeared and delivered this instrument as their free and voluntary act, as the free and voluntary act of said corporation for the uses and purposes set forth herein.

Given under my hand and notarial seal this _____ day of _____, 1988.

Notary Public

My Commission Expires:

FIRST AMENDED EXHIBIT "B" TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
17	13
18	9
19	13
20	13
21	13
22	13
23	13
24	13
	<hr/>
	100%

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM

THIS DECLARATION is made and entered into this 18th day of July, 1988, by First United Trust Company, an Illinois corporation, as Trustee under a Trust Agreement dated September 6, 1987, and known as Trust Number 1804.

W I T N E S S E T H

WHEREAS, by a Declaration of Condominium (the "Declaration") recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 88187659, the Trustee submitted certain real estate to the provisions of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, the Declaration reserves to the Developer (as defined in the Declaration) the right to annex and add to the Parcel and Property (as defined in the Declaration) and thereby add to the condominium created by the Declaration all or any portion of the additional land (as defined in the Declaration); and

WHEREAS, the Trustee at the direction of the Developer now desires to so annex and add to said Parcel and Property and submit to the provisions of the Act and the Declaration certain real estate (the "Additional Property"), described in the Plat of the Townhomes of Creekside Villas, Building 5 attached hereto, which Additional Property is a portion of the said additional land; and

NOW, THEREFORE, the Trustee does hereby amend the Declaration as follows:

1. The Additional Property is hereby annexed to the Parcel and Property as defined in the Declaration, and is hereby submitted to the provisions of the Act as a part of the Condominium in accordance with and shall be deemed to be governed in all respects by, the terms and provisions of the Declaration.

2. Exhibit A-1 of the Declaration is hereby amended by adding to the Property the land described in the Building 5 Plat attached hereto.

3. Exhibit B of the Declaration is hereby amended by substituting therefor the Exhibit B which is attached hereto (Second Amended Exhibit "B" To Declaration

of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas). The percentage of ownership in the common elements appurtenant to each unit is hereby shifted to the percentages set forth in the Second Amended Exhibit "B" To Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas which is attached hereto.

4. The additional common elements annexed by this instrument are hereby granted and conveyed to the grantees of all units, including the grantees of units heretofore conveyed, all as set forth in the Declaration.

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

6. Trustee Exculpation: This Second Amended Exhibit "B" and Second Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas is executed by First United Trust Company, not personally but solely as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm, corporation or entity hereafter claiming any interest under this Declaration that said Trustee as aforesaid, and not personally, has executed this document for the sole purpose of subjecting the title holding interest to the terms of this Second Amendment to Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by said Trustee, as aforesaid, to be kept or performed, are not intended to be kept, performed and discharged by said Trustee or any beneficiary under said Trust personally; and further, that no duty shall rest upon First United Trust Company, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Second Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas; except where said Trustee is acting pursuant to direction as provided by the terms of said Trust and after the Trustee has first been supplied with funds required for the purpose. In event of conflict between the terms of this Paragraph and of the remainder of this Second Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas on any question of apparent liability or obligation resting upon said Trustee or beneficiary, the exculpatory provisions of this Paragraph shall be controlling.

IN WITNESS WHEREOF, the said First United Trust Company, as Trustee as aforesaid and not personally, has caused its corporate seal to be affixed hereunto and caused its name to be signed hereto by its duly authorized officers this _____ day of _____, 198__.

FIRST UNITED TRUST COMPANY, as Trustee as aforesaid, and not personally.

BY: _____

Title: _____

ATTEST:

Title: _____

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, _____, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Vice President of the FIRST UNITED TRUST COMPANY and _____, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 198__.

Notary Public

THIS INSTRUMENT PREPARED BY & MAIL TO:
D.W. Babych
5201 N. Harlem Avenue
Chicago, Illinois 60656
775-9339

CONSENT OF MORTGAGEE

First Chicago Bank of Mt. Prospect, Illinois, a corporation of the State of Illinois, holder of a mortgage on the parcel described in Exhibit "A" dated April 18, 1988, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois on April 25, 1988 as Document No. 88187659, does hereby consent to the execution and recording of the aforesaid Second Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas and agrees that the aforesaid mortgage is subject to the provisions of said Second Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas.

IN WITNESS WHEREOF, First Chicago Bank of Mt. Prospect, Illinois has caused these presents to be executed by its duly authorized officers on its behalf this _____ day of _____, 198__.

BY: _____

ATTEST:

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, the undersigned, a notary public in and for said County and State, do hereby certify that _____ Vice President and _____ Secretary, respectively, of First Chicago Bank of Mt. Prospect, personally known to me to be the same persons whose names are subscribed to the foregoing as such President and Secretary, appeared and delivered this instrument as their free and voluntary act, as the free and voluntary act of said corporation for the uses and purposes set forth herein.

Given under my hand and notarial seal this _____ day of _____, 198__.

Notary Public

My Commission Expires: _____

SECOND AMENDED EXHIBIT "B" TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
17	8.483
18	6.428
19	8.483
20	8.483
21	8.483
22	8.483
23	6.427
24	8.483
25	8.483
26	6.427
27	6.427
28	6.427
29	<u>8.483</u>
	100.000%

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM

THIS DECLARATION is made and entered into this 28th day of July, 1988, by First United Trust Company, an Illinois corporation, as Trustee under a Trust Agreement dated September 6, 1987, and known as Trust Number 1804.

W I T N E S S E T H

WHEREAS, by a Declaration of Condominium (the "Declaration") recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 88187659, the Trustee submitted certain real estate to the provisions of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, the Declaration reserves to the Developer (as defined in the Declaration) the right to annex and add to the Parcel and Property (as defined in the Declaration) and thereby add to the condominium created by the Declaration all or any portion of the additional land (as defined in the Declaration); and

WHEREAS, the Trustee at the direction of the Developer now desires to so annex and add to said Parcel and Property and submit to the provisions of the Act and the Declaration certain real estate (the "Additional Property"), described in the Plat of the Townhomes of Creekside Villas, Building 7 attached hereto, which Additional Property is a portion of the said additional land; and

NOW, THEREFORE, the Trustee does hereby amend the Declaration as follows:

1. The Additional Property is hereby annexed to the Parcel and Property as defined in the Declaration, and is hereby submitted to the provisions of the Act as a part of the Condominium in accordance with and shall be deemed to be governed in all respects by, the terms and provisions of the Declaration.

2. Exhibit A-1 of the Declaration is hereby amended by adding to the Property the land described in the Building 7 Plat attached hereto.

3. Exhibit B of the Declaration is hereby amended by substituting therefor the Exhibit B which is attached hereto (Third Amended Exhibit "B" To Declaration

of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas). The percentage of ownership in the common elements appurtenant to each unit is hereby shifted to the percentages set forth in the Third Amended Exhibit "B" To Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas which is attached hereto.

4. The additional common elements annexed by this instrument are hereby granted and conveyed to the grantees of all units, including the grantees of units heretofore conveyed, all as set forth in the Declaration.

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

6. Trustee Exculpation: This Third Amended Exhibit "B" and Third Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas is executed by First United Trust Company, not personally but solely as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm, corporation or entity hereafter claiming any interest under this Declaration that said Trustee as aforesaid, and not personally, has executed this document for the sole purpose of subjecting the title holding interest to the terms of this Third Amendment to Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by said Trustee, as aforesaid, to be kept or performed, are not intended to be kept, performed and discharged by said Trustee or any beneficiary under said Trust personally; and further, that no duty shall rest upon First United Trust Company, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Third Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas; except where said Trustee is acting pursuant to direction as provided by the terms of said Trust and after the Trustee has first been supplied with funds required for the purpose. In event of conflict between the terms of this Paragraph and of the remainder of this Third Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas on any question of apparent liability or obligation resting upon said Trustee or beneficiary, the exculpatory provisions of this Paragraph shall be controlling.

IN WITNESS WHEREOF, the said First United Trust Company, as Trustee as aforesaid and not personally, has caused its corporate seal to be affixed hereunto and caused its name to be signed hereto by its duly authorized officers this ____ day of _____, 1988.

FIRST UNITED TRUST COMPANY, as Trustee as aforesaid, and not personally.

BY: _____

Title: _____

ATTEST:

Title: _____

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, _____, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Vice President of the FIRST UNITED TRUST COMPANY and _____, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 1988.

Notary Public

THIS INSTRUMENT PREPARED BY & MAIL TO:
D.W. Babych
5201 N. Harlem Avenue
Chicago, Illinois 60656
775-9339

CONSENT OF MORTGAGEE

First Chicago Bank of Mt. Prospect, Illinois, a corporation of the State of Illinois, holder of a mortgage on the parcel described in Exhibit "A" dated April 18, 1988, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois on April 25, 1988 as Document No. 88187659, does hereby consent to the execution and recording of the aforesaid Third Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas and agrees that the aforesaid mortgage is subject to the provisions of said Third Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas.

IN WITNESS WHEREOF, First Chicago Bank of Mt. Prospect, Illinois has caused these presents to be executed by its duly authorized officers on its behalf this _____ day of _____, 1988.

BY: _____

ATTEST:

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, the undersigned, a notary public in and for said County and State, do hereby certify that _____ and _____ Vice President and _____ Secretary, respectively, of First Chicago Bank of Mt. Prospect, personally known to me to be the same persons whose names are subscribed to the foregoing as such _____ President and _____ Secretary, appeared and delivered this instrument as their free and voluntary act, as the free and voluntary act of said corporation for the uses and purposes set forth herein.

Given under my hand and notarial seal this _____ day of _____, 1988.

Notary Public

My Commission Expires:

THIRD AMENDED EXHIBIT "B" TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
17	5.95
18	4.5
19	5.95
20	5.95
21	5.95
22	5.95
23	4.5
24	5.95
25	5.95
26	4.5
27	4.5
28	4.5
29	5.95
37	5.95
38	4.5
39	4.5
40	4.5
41	4.5
42	5.95
<hr/>	
Total:	100.00%

UNITED (EXTRA SET) - ORIGINAL FIRST
DIRECTION TO BE SIGNED BY
CLIENT; ~~ALL~~ AMENDMENT TO BE SIGNED BY TRUST
ON PAGE 3 BY FIRST CHICAGO ON PAGE 4 +
FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM

then
RETURNED
TO DOUG
BABYCH
FOR
RECORD

(698-
9600)

THIS DECLARATION is made and entered into this
11th day of November, 1988, by First United Trust
Company, an Illinois corporation, as Trustee under a
Trust Agreement dated September 6, 1987, and known as
Trust Number 1804.

W I T N E S S E T H

WHEREAS, by a Declaration of Condominium (the
"Declaration") recorded in the office of the Recorder
of Deeds of Cook County, Illinois as Document No. 88187659,
the Trustee submitted certain real estate to the provisions
of the Illinois Condominium Property Act (the "Act");
and

WHEREAS, the Declaration reserves to the Developer
(as defined in the Declaration) the right to annex and
add to the Parcel and Property (as defined in the Declara-
tion) and thereby add to the condominium created by the
Declaration all or any portion of the additional land
(as defined in the Declaration); and

WHEREAS, the Trustee at the direction of the
Developer now desires to so annex and add to said Parcel
and Property and submit to the provisions of the Act
and the Declaration certain real estate (the "Additional
Property"), described in the Plat of the Townhomes of
Creekside Villas, Building 6 attached hereto, which
Additional Property is a portion of the said additional
land; and

NOW, THEREFORE, the Trustee does hereby amend
the Declaration as follows:

1. The Additional Property is hereby annexed
to the Parcel and Property as defined in the Declaration,
and is hereby submitted to the provisions of the Act
as a part of the Condominium in accordance with and shall
be deemed to be governed in all respects by, the terms
and provisions of the Declaration.
2. Exhibit A-1 of the Declaration is hereby
amended by adding to the Property the land described
in the Building 6 Plat attached hereto.
3. Exhibit B of the Declaration is hereby amended
by substituting therefor the Exhibit B which is attached
hereto (Fourth Amended Exhibit "B" To Declaration

of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas). The percentage of ownership in the common elements appurtenant to each unit is hereby shifted to the percentages set forth in the Fourth Amended Exhibit "B" To Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas which is attached hereto.

4. The additional common elements annexed by this instrument are hereby granted and conveyed to the grantees of all units, including the grantees of units heretofore conveyed, all as set forth in the Declaration.

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

6. Trustee Exculpation: This Fourth Amended Exhibit "B" and Fourth Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas is executed by First United Trust Company, not personally but solely as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm, corporation or entity hereafter claiming any interest under this Declaration that said Trustee as aforesaid, and not personally, has executed this document for the sole purpose of subjecting the title holding interest to the terms of this Fourth Amendment to Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by said Trustee, as aforesaid, to be kept or performed, are not intended to be kept, performed and discharged by said Trustee or any beneficiary under said Trust personally; and further, that no duty shall rest upon First United Trust Company, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Fourth Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas; except where said Trustee is acting pursuant to direction as provided by the terms of said Trust and after the Trustee has first been supplied with funds required for the purpose. In event of conflict between the terms of this Paragraph and of the remainder of this Fourth Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas on any question of apparent liability or obligation resting upon said Trustee or beneficiary, the exculpatory provisions of this Paragraph shall be controlling.

IN WITNESS WHEREOF, the said First United Trust Company, as Trustee as aforesaid and not personally, has caused its corporate seal to be affixed hereunto and caused its name to be signed hereto by its duly authorized officers this 11th day of November, 1988.

FIRST UNITED TRUST COMPANY, as Trustee as aforesaid, and not personally.

BY: _____

Title: _____

ATTEST:

Title: _____

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, _____, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Vice President of the FIRST UNITED TRUST COMPANY and _____, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 198____.

Notary Public

THIS INSTRUMENT PREPARED BY & MAIL TO:
D.W. Babych
1300 West Higgins Road
Suite 200
Park Ridge, Illinois 60068

CONSENT OF MORTGAGEE

First Chicago Bank of Mt. Prospect, Illinois, a corporation of the State of Illinois, holder of a mortgage on the parcel described in Exhibit "A" dated April 18, 1988, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois on April 25, 1988 as Document No. 88187659, does hereby consent to the execution and recording of the aforesaid Fourth Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas and agrees that the aforesaid mortgage is subject to the provisions of said Fourth Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas.

IN WITNESS WHEREOF, First Chicago Bank of Mt. Prospect, Illinois has caused these presents to be executed by its duly authorized officers on its behalf this _____ day of _____, 198_____.

BY: _____

ATTEST:

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, the undersigned, a notary public in and for said County and State, do hereby certify that _____ and _____ Vice President and _____ Secretary, respectively, of First Chicago Bank of Mt. Prospect, personally known to me to be the same persons whose names are subscribed to the foregoing as such _____ President and _____ Secretary, appeared and delivered this instrument as their free and voluntary act, as the free and voluntary act of said corporation for the uses and purposes set forth herein.

Given under my hand and notarial seal this _____ day of _____, 198_____.

Notary Public

My Commission Expires:

FOURTH AMENDED EXHIBIT "B" TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
17	4.3307
18	3.2808
19	4.3307
20	4.3307
21	4.3307
22	4.3307
23	3.2808
24	4.3307
25	4.3307
26	3.2808
27	3.2808
28	3.2808
29	4.3307
30	4.3307
31	4.3307
32	3.2810
33	3.2810
34	3.2810
35	4.3307
36	4.3307
37	4.3307
38	3.2808
39	3.2808
40	3.2808
41	3.2808
42	4.3307

Total: 100.00%

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM

THIS DECLARATION is made and entered into this 7th day of April, 1989, by First United Trust Company, an Illinois corporation, as Trustee under a Trust Agreement dated September 6, 1987, and known as Trust Number 1804.

W I T N E S S E T H

WHEREAS, by a Declaration of Condominium (the "Declaration") recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 88187659, the Trustee submitted certain real estate to the provisions of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, the Declaration reserves to the Developer (as defined in the Declaration) the right to annex and add to the Parcel and Property (as defined in the Declaration) and thereby add to the condominium created by the Declaration all or any portion of the additional land (as defined in the Declaration); and

WHEREAS, the Trustee at the direction of the Developer now desires to so annex and add to said Parcel and Property and submit to the provisions of the Act and the Declaration certain real estate (the "Additional Property"), described in the Plat of the Townhomes of Creekside Villas, Building 2 attached hereto, which Additional Property is a portion of the said additional land; and

NOW, THEREFORE, the Trustee does hereby amend the Declaration as follows:

1. The Additional Property is hereby annexed to the Parcel and Property as defined in the Declaration, and is hereby submitted to the provisions of the Act as a part of the Condominium in accordance with and shall be deemed to be governed in all respects by, the terms and provisions of the Declaration.

2. Exhibit A-1 of the Declaration is hereby amended by adding to the Property the land described in the Building 2 Plat attached hereto.

3. Exhibit B of the Declaration is hereby amended by substituting therefor the Exhibit B which is attached hereto (Fifth Amended Exhibit "B" To Declaration

of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas). The percentage of ownership in the common elements appurtenant to each unit is hereby shifted to the percentages set forth in the Fifth Amended Exhibit "B" To Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas which is attached hereto.

4. The additional common elements annexed by this instrument are hereby granted and conveyed to the grantees of all units, including the grantees of units heretofore conveyed, all as set forth in the Declaration.

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

6. Trustee Exculpation: This Fifth Amended Exhibit "B" and Fifth Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas is executed by First United Trust Company, not personally but solely as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm, corporation or entity hereafter claiming any interest under this Declaration that said Trustee as aforesaid, and not personally, has executed this document for the sole purpose of subjecting the title holding interest to the terms of this Fifth Amendment to Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by said Trustee, as aforesaid, to be kept or performed, are not intended to be kept, performed and discharged by said Trustee or any beneficiary under said Trust personally; and further, that no duty shall rest upon First United Trust Company, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Fifth Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas; except where said Trustee is acting pursuant to direction as provided by the terms of said Trust and after the Trustee has first been supplied with funds required for the purpose. In event of conflict between the terms of this Paragraph and of the remainder of this Fifth Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas on any question of apparent liability or obligation resting upon said Trustee or beneficiary, the exculpatory provisions of this Paragraph shall be controlling.

IN WITNESS WHEREOF, the said First United Trust Company, as Trustee as aforesaid and not personally, has caused its corporate seal to be affixed hereunto and caused its name to be signed hereto by its duly authorized officers this ____ day of April, 1989.

FIRST UNITED TRUST COMPANY, as Trustee as aforesaid, and not personally.

BY: _____

Title: _____

ATTEST:

Title: _____

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, _____ the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Vice President of the FIRST UNITED TRUST COMPANY and _____, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of April, 1989.

Notary Public

THIS INSTRUMENT PREPARED BY & MAIL TO:
D.W. Babych
1300 W. Higgins Road
Suite #200
Park Ridge, IL 60068
(312) 698-9600

CONSENT OF MORTGAGEE

First Chicago Bank of Mt. Prospect, Illinois, a corporation of the State of Illinois, holder of a mortgage on the parcel described in Exhibit "A" dated April 18, 1988, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois on April 25, 1988 as Document No. 88187659, does hereby consent to the execution and recording of the aforesaid Fifth Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas and agrees that the aforesaid mortgage is subject to the provisions of said Fifth Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas.

IN WITNESS WHEREOF, First Chicago Bank of Mt. Prospect, Illinois has caused these presents to be executed by its duly authorized officers on its behalf this _____ day of April, 1989.

BY: _____

ATTEST:

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, the undersigned, a notary public in and for said County and State, do hereby certify that _____ and _____ Vice President and _____ Secretary, respectively, of First Chicago Bank of Mt. Prospect, personally known to me to be the same persons whose names are subscribed to the foregoing as such _____ President and _____ Secretary, appeared and delivered this instrument as their free and voluntary act, as the free and voluntary act of said corporation for the uses and purposes set forth herein.

Given under my hand and notarial seal this _____ day of April, 1989.

Notary Public

My Commission Expires:

FIFTH AMENDED EXHIBIT "B" TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
09	3.375
10	2.557
11	2.557
12	2.557
13	2.557
14	2.557
15	2.557
16	3.375
17	3.374
18	2.556
19	3.374
20	3.374
21	3.374
22	3.374
23	2.556
24	3.374
25	3.374
26	2.556
27	2.556
28	2.556
29	3.374
30	3.374
31	3.374
32	2.556
33	2.556
34	2.556
35	3.374
36	3.374
37	3.374
38	2.556
39	2.556
40	2.556
41	2.556
42	3.374
<hr/>	
Total:	100.00%

Permanent Index Numbers:

02-34-101-016

02-34-101-017

02-34-101-031

02-34-10 -032

Property Location:

the north side of Hartung Road,

East of the Easterly branch of Crockwell Lane,

Rolling Meadows, Illinois

89508484

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1999 OCT 26 PM 1:30

89508484

5000
G. Lopez
ML

89508484

**SIXTH AMENDED EXHIBIT "B" TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM**

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
1	2.620
2	2.075
3	2.075
4	2.075
5	2.075
6	2.075
7	2.075
8	2.924
9	2.620
10	2.075
11	2.075
12	2.075
13	2.075
14	2.075
15	2.075
16	2.924
17	2.924
18	2.075
19	2.620
20	2.924
21	2.924
22	2.620
23	2.075
24	2.924
25	2.924
26	2.075
27	2.075
28	2.075
29	2.620
30	2.620
31	2.620
32	2.075
33	2.075
34	2.075
35	2.620
36	2.924
37	2.924
38	2.075
39	2.075
40	2.075
41	2.075
42	2.924

R9508484

Total: 4 8 7 8 0 5 6 8 100.00%

IN WITNESS WHEREOF, the said First United Trust Company, as Trustee as aforesaid and not personally, has caused its corporate seal to be affixed hereto and caused its name to be signed hereto by its duly authorized officers this 23rd day of October, 1989.

FIRST UNITED TRUST COMPANY, as Trustee as aforesaid, and not personally.

BY: Paul M. Green
Title: Assistant Vice President

ATTEST:
Peter D. Walter
Title: Senior Vice President
& Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul M. Green, Asst. Vice President of the FIRST UNITED TRUST COMPANY and Peter D. Walter, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

B-5308494

GIVEN under my hand and notarial seal this 23rd day of October, 1989.

Luella Hagg
Notary Public

THIS INSTRUMENT PREPARED BY & MAIL TO:
B.W. Babych
1300 W. Higgins Road
Suite 6200
Park Ridge, IL 60068
(312) 690-9600



7 8 0 5 6 8
-j-

of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas). The percentage of ownership in the common elements appurtenant to each unit is hereby shifted to the percentages set forth in the Sixth Amended Exhibit "g" To Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas which is attached hereto.

4. The additional common elements annexed by this instrument are hereby granted and conveyed to the grantees of all units, including the grantees of units heretofore conveyed, all as set forth in the Declaration.

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

6. Trustee Resignation: This Sixth Amended Exhibit "g" and Sixth Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas is executed by First United Trust Company, not personally but solely as Trustee as aforesaid, in the exercise of its power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm, corporation or entity hereafter claiming any interest under this Declaration that said Trustee as aforesaid, and not personally, has executed this document for the sole purpose of subjecting the title holding interest to the terms of this Sixth Amendment to Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by said Trustee, as aforesaid, to be kept or performed, are not intended to be kept, performed and discharged by said Trustee or any beneficiary under said Trust personally; and further, that no duty shall rest upon First United Trust Company, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligations, express or implied, arising under the terms of this Sixth Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas; except where said Trustee is acting pursuant to direction as provided by the terms of said Trust and after the Trustee has first been supplied with funds required for the purpose. In event of conflict between the terms of this Paragraph and of the remainder of this Sixth Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas on any question of apparent liability or obligation resting upon said Trustee or beneficiary, the compulsory provisions of this Paragraph shall be controlling.

10-26-89

89508484

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM

71 61-177 DZ

THIS DECLARATION is made and entered into this 16th day of October, 1989, by First United Trust Company, an Illinois corporation, as Trustee under a Trust Agreement dated September 8, 1987, and known as Trust Number 1864.

\$50.00

WITNESSETH

WHEREAS, by a Declaration of Condominium (the "Declaration") recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 88187659, the Trustee submitted certain real estate to the provisions of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, the Declaration reserves to the Developer (as defined in the Declaration) the right to annex and add to the Parcel and Property (as defined in the Declaration) and thereby add to the condominium created by the Declaration all or any portion of the additional land (as defined in the Declaration); and

WHEREAS, the Trustee at the direction of the Developer now desires to so annex and add to said Parcel and Property and submit to the provisions of the Act and the Declaration certain real estate (the "Additional Property"), described in the Plat of the Townhomes of Creekside Villas, Building 1 attached hereto, which Additional Property is a portion of the said additional land; and

89508484

WITH THIS DOCUMENT
PLAT

NOW, THEREFORE, the Trustee does hereby amend the Declaration as follows:

1. The Additional Property is hereby annexed to the Parcel and Property as defined in the Declaration, and is hereby submitted to the provisions of the Act as a part of the Condominium in accordance with and shall be deemed to be governed in all respects by, the terms and provisions of the Declaration.

2. Exhibit A-1 of the Declaration is hereby amended by adding to the Property the land described in the Building 1 Plat attached hereto.

3. Exhibit B of the Declaration is hereby amended by substituting therefor the Exhibit B which is attached hereto (Sixth Amended Exhibit "B" To Declaration

EXX 333 4 8 7 8 0 5 6 1 8

CONSENT OF MORTGAGEE

First Chicago Bank of Mt. Prospect, Illinois, a corporation of the State of Illinois, holder of a mortgage on the parcel described in Exhibit "A" dated April 18, 1988, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois on April 25, 1988 as Document No. 88187659, does hereby consent to the execution and recording of the aforesaid Sixth Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas and agrees that the aforesaid mortgage is subject to the provisions of said Sixth Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for the Townhomes of Creekside Villas.

IN WITNESS WHEREOF, First Chicago Bank of Mt. Prospect, Illinois has caused these presents to be executed by its duly authorized officers on its behalf this 21st day of October, 1989.

BY: [Signature]
Assistant Vice President

ATTEST: [Signature]
Assistant Secretary

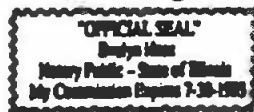
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a notary public in and for said County and State, do hereby certify that David Schlacks and Robert W. Haeck Asst. Vice President and Assistant Secretary, respectively, of First Chicago Bank of Mt. Prospect, personally known to me to be the same persons whose names are subscribed to the foregoing as such Asst. Vice President and Assistant Secretary, appeared and delivered this instrument as their free and voluntary act, as the free and voluntary act of said corporation for the uses and purposes set forth herein.

Given under my hand and notarial seal this 21st day of October, 1989.

[Signature]
Notary Public

My Commission Expires: _____

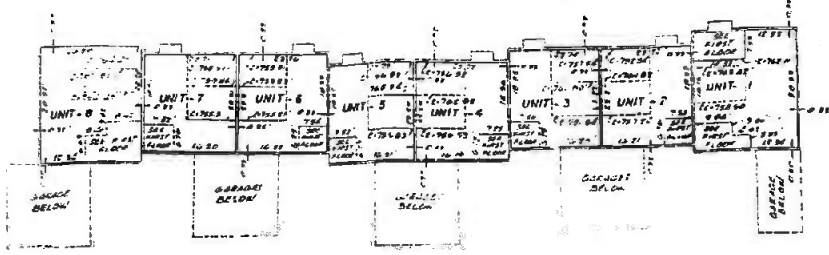


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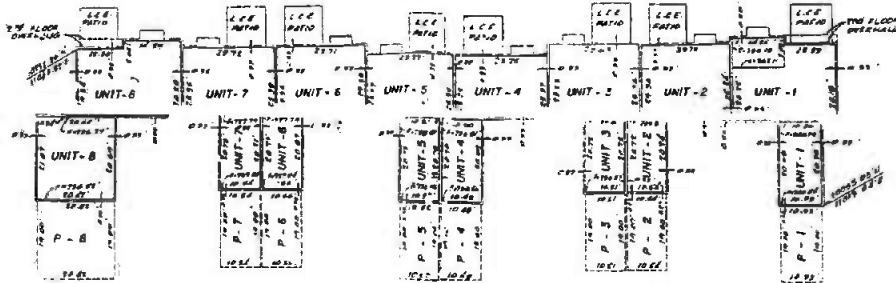
BUILDING 1

LAND & CONSTRUCTION SURVEYORS
 2101 EAST 10TH AVENUE, DENVER, COLORADO 80202
PLAT OF SURVEY
 OF
CREEKSIDE VILLAS



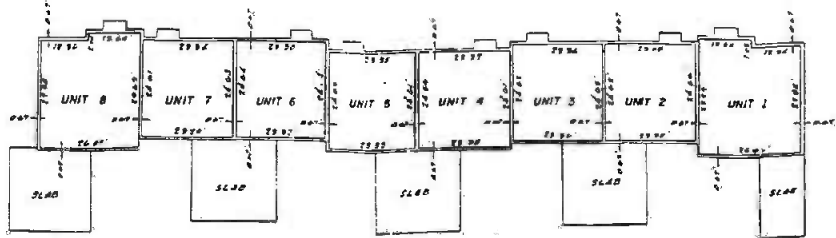
SECOND FLOOR		
UNIT NUMBER	FLOOR ELEV.	CEILING ELEV.
1	780.20	788.00
2	780.20	788.00
3	780.20	788.00
4	780.20	788.00
5	780.20	788.00
6	780.20	788.00
7	780.20	788.00
8	780.20	788.00

EXCEPT AS SHOWN OTHERWISE



FIRST FLOOR		
UNIT NUMBER	FLOOR ELEV.	CEILING ELEV.
1	780.20	788.00
2	780.20	788.00
3	780.20	788.00
4	780.20	788.00
5	780.20	788.00
6	780.20	788.00
7	780.20	788.00
8	780.20	788.00

EXCEPT AS SHOWN OTHERWISE



BASEMENT		
UNIT NUMBER	FLOOR ELEV.	CEILING ELEV.
1	780.20	788.00
2	780.20	788.00
3	780.20	788.00
4	780.20	788.00
5	780.20	788.00
6	780.20	788.00
7	780.20	788.00
8	780.20	788.00

AGE 2

FOR THE ORCHARD DEVELOPMENT CO.
 ORDER NO. 89809
 FILE 34-42-11
 DRAWN BY
 PERMIT NO. 116

BEARING: METAL DISC IN AN OLD PINE WEDGE OVER CHALK, SOUTHWEST WIND WALL ELEVATION = 723.04 U.S.S.L.S. DATUM.

NOTES:

- ALL AREAS OUTSIDE HEAVY SOLID LINES (UNIT LINES) ARE COMMON ELEMENT UNLESS OTHERWISE NOTED.
- VERTICAL PLANES SHOW HATCHES AND DIMENSIONS ON EXTERIOR FACE OF UNFINISHED AND WALLS.
- HORIZONTAL PLANES SHOW HATCHES AND DIMENSIONS TO TOP OF UNFINISHED FLOORS AND BOTTOM OF UNFINISHED CEILING JOISTS.
- POORING AREAS ARE LIMITED COMMON ELEMENT DESIGNATED BY A "P" PREFIXING THE UNIT NUMBER TO WHICH THEY ARE ASSIGNED.
- PLACES ARE LIMITED COMMON ELEMENT AND ASSIGNED TO THE UNIT TO WHICH THEY ARE ASSIGNED.
- L.C.C. INDICATES LIMITED COMMON ELEMENT.
- ALL DIMENSIONS SHOWN HEREON ARE DIMENSIONS TO POINT DESIGNATED BY DIMS OR BASED ON A PLAIN AND LEVEL SURFACE.
- ALL ELEVATIONS SHOWN HEREON ARE DIMENSIONS IN FEET AND DECIMALS TO U.S.S.L.S. DATUM.
- "F" INDICATES FLOOR ELEVATION AND "C" INDICATES CEILING ELEVATION.

STATE OF COLORADO
 COUNTY OF ELDO

EDWARD J. MOLLOY, AN ALABAMA LICENSED LAND SURVEYOR, HEREBY CERTIFIES THAT HE HAS SUPERVISED THE CONSTRUCTION OF THIS BUILDING AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

EDWARD J. MOLLOY
 LICENSED SURVEYOR
 LICENSE NO. 1111

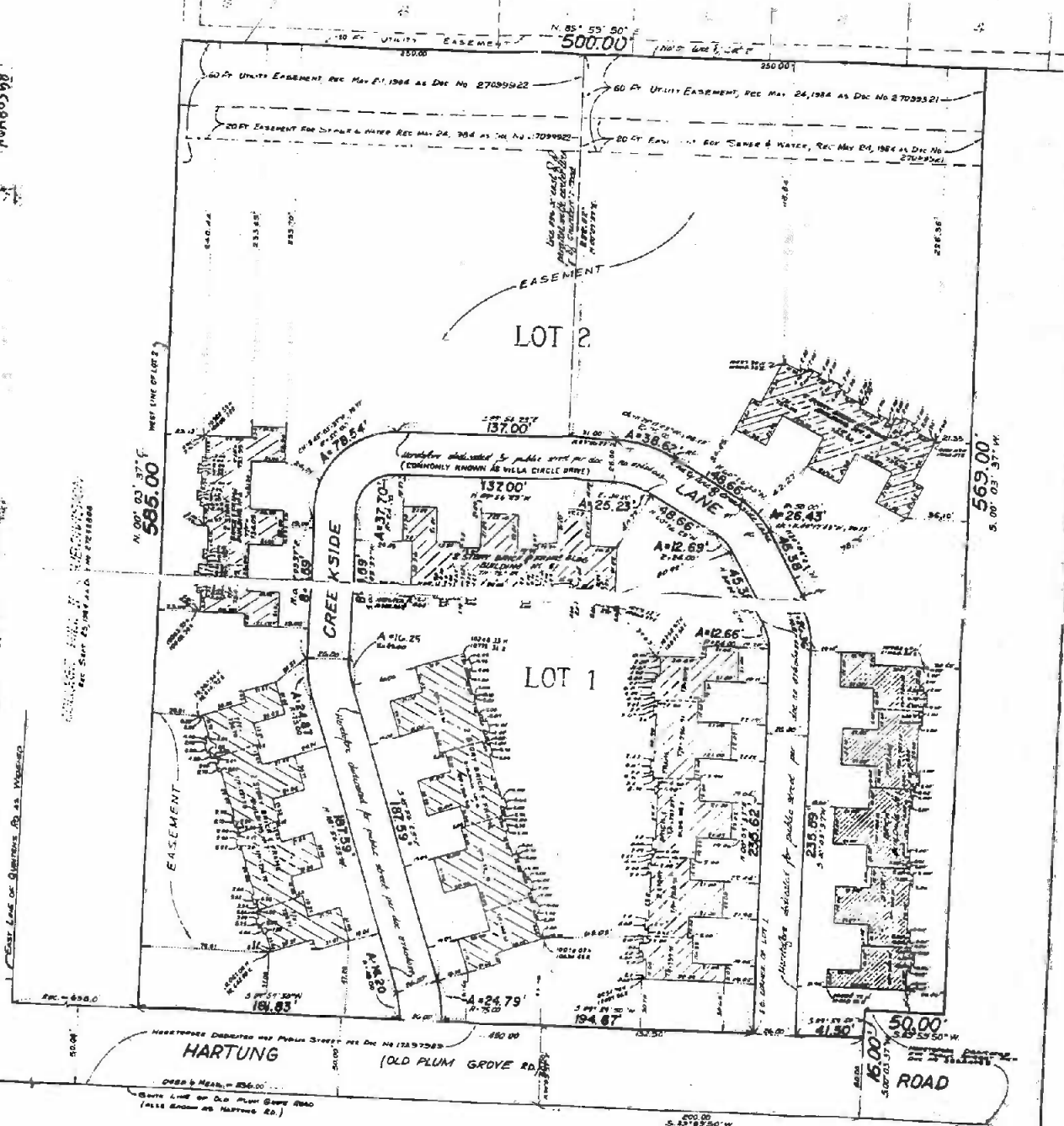


PERMIT

PLAN OF SURVEY
OF
CREEKSIDE VILLAS

LOTS 1 AND 2 IN CREEKSIDE VILLAS, WITH A MODIFICATION IN SECTION 28, TOWNSHIP 27 NORTH, RANGE 10 EAST OF THE 10TH MERIDIAN, PRELIMINARY PLAT THEREOF RECORDED JULY 21, 1967 AS DOCUMENT NO. 8-04019, IN COOK COUNTY, ILLINOIS.

PLANNED GROUND LAYOUT SURVEY
Rec. August 20, 1960 - Dec. No. 24-60-0055



PREPARED OCTOBER 6, 1969 TO INCLUDE SURVEYS OF 7
SCHEDULED PARCELS IN 1969 TO INCLUDE BEARS AND
AND ALSO THE 1/2 ACRE TRACT BEHIND THE
SCHEDULED JULY 27, 1969 TO INCLUDE SURVEYS AND
SCHEDULED JULY 27, 1969 TO INCLUDE SURVEYS AND
AND ALSO THE 1/2 ACRE TRACT BEHIND THE
SCHEDULED JULY 27, 1969 TO INCLUDE SURVEYS AND
AND ALSO THE 1/2 ACRE TRACT BEHIND THE

EDWARD J. MOLLOY, AS PLANNED SURVEYOR, HAS
PERSONALLY CONDUCTED THE SURVEY AND HAS
AND THAT THE SURVEY BEING MADE IS A CORRECT
AND ACCURATE AND CORRECT IN FACT AND ORIGINAL SURVEY
CONDUCTED TO A TEMPERATURE OF 41 DEGREES FAHRENHEIT
AND THAT THE SURVEY WAS MADE ON THE 21ST DAY OF
OCTOBER 1969.



Edward J. Molloy
LICENSED SURVEYOR

TOTAL AREA OF TRACT SURVEYED: 244,000 sq ft or 5.57 acres

845-08487

MENT CO

MENT

MENT