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RECORDER
DU PAGE COUNTY

R79- 51487

1979 JUN 19 PM 3:30

George T. Rudolph

DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM
OWNERSHIP AND COVENANTS, EASEMENTS AND RESTRICTIONS FOR
THE CONDOMINIUMS OF KLEIN CREEK

W I T N E S S E T H:

THIS DECLARATION, made and entered into by ROSELLE STATE BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated April 10, 1978, and known as Trust No. 10516, and not personally (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the legal title holder of the following described real estate:

Lot 3 and that part of Lot 13 in Klein Creek Subdivision, being a subdivision in the Northwest Quarter of Section 29, Township 40 North, Range 10 East of the Third Principal Meridian (according to the plat thereof recorded September 5, 1978, as Document No. R78-83777) described as follows: Commencing at the intersection of the East line of Lot 13 (West right-of-way line of Gary Avenue) and the North line of Klein Creek Subdivision (according to Document No. R78-83777) and running thence South 00°06'46" East, 310.00 feet, along said East line of Lot No. 13, for a place of beginning; thence West, 380.13 feet to the East line of Lot 14 in Klein Creek Subdivision, aforesaid; thence South along said East line of Lot 14 and a Southerly extension of said East line a distance of 125.20 feet; thence South 39°49'31" East, 56.80 feet; thence East, 168.14 feet; thence North, 94.00 feet; thence East, 175.76 feet to the said East line of Lot No. 13, thence North 00°06'46" West 74.83 feet to the place of beginning in DuPage County, Illinois.

A delineation of the property described in this instrument appears in PLAT BOOK NO. 92 PAGE 111

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CHARGE DU PAGE CO. DIVISION

WHEREAS, it is the desire and intention of Declarant to enable the above-described real estate together with all buildings, improvements, structures and other permanent fixtures of whatsoever kind now or hereafter constructed or contained therein or thereon (hereinafter referred to as the "Property") to be owned by Declarant and by each successor in interest of the Declarant under that certain type or method of ownership commonly known as "CONDOMINIUM" and to submit the Property to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time; and

WHEREAS, the Declarant, acting under direction of the parties authorized to direct Declarant, has elected to establish, for the benefit of Declarant and for the mutual benefit of all future owners or occupants of the Property, or any part thereof, which shall be knwon as "The Condominiums of Klein Creek," certain easements and rights, in, under, over and upon the Property and certain mutual beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, Declarant has further elected to declare that the several owners, mortgagees, occupants and other persons acquiring any interest in the Property shall at all times enjoy the benefits of and hold their interest subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, ROSELLE STATE BANK AND TRUST COMPANY, a banking corporation of Illinois, as Trustee aforesaid and not individually, as the legal titleholder of the above-described real estate, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

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

1.02 Association: The Klein Creek Condominium Association, an Illinois not-for-profit corporation, its successors and assigns.

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1.03 Board: The Board of Directors (board of managers) of the Association, as constituted at any time or from time to time.

1.04 Buildings: All structures located on the Parcel and forming part of the Property and containing the Units, as shown by the surveys of the respective floors of said Buildings included in the Plat.

1.05 By-Laws: The By-Laws of the Association which are attached hereto as Exhibit "C."

1.06 Common Elements: All of the Property, including the Limited Common Elements, except the Units, unless otherwise specified herein. Common Elements include specifically, but not by way of limitation, the land, foundations, structural parts of the Building (including structural columns within the boundaries of a Unit), such component parts of walls, floors and ceilings as are not located within the Units, outside walks, driveways, streets, pool, tennis court, clubhouse, landscaping, walls, hallways, entrances and exits, storage areas, stairways, laundry rooms, basements, incinerators, roof, master television antenna system (whether owned or leased), public utility lines, radiant heating units, ducts, flues and shafts, pipes, pumps, fans, tanks, wires, conduits and other utility installations to the outlets (except any thereof located within a Unit and serving only such Unit).

1.07 Common Expenses: The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board which include the expense of the administration and operation of the Common Elements, and any other expenses incurred in conformance with the Condominium Instruments and any recorded instrument affecting the Parcel, including specifically, but not by way of limitation, the maintenance and repair of the Common Elements and any and all replacements and additions thereto.

1.08 Condominium Instruments: All the documents and authorized amendments thereto recorded pursuant to the provisions of the Act including the Declaration, By-Laws of the Association and Plat.

1.09 Declaration: This instrument, by which the Property is submitted to the provisions of the Act; and such Declaration as amended from time to time.

1.10 Developer: Springhill Development Company, an Illinois partnership; its successors and assigns.

1.11 First Mortgagee: The holder of a bona fide first mortgage, first or equivalent security interest covering a Unit Ownership.

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1.12 Limited Common Elements: A portion or portions of the Common Elements which may be designated by the Condominium Instruments or action of the Board as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more Units but less than all of the Units. Without limiting the foregoing, the Limited Common Elements appurtenant to each Unit exclusively shall include the following: (a) perimeter doors and windows which serve the Unit; (b) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of the Unit; (c) patios and balconies, direct access to which is provided from one or more Units and which is or are located outside of and adjoining any part of such Unit or Units; and (d) any system or component part thereof which serves the Unit exclusively to the extent that such system or component part is located outside the boundaries of the Unit. The foregoing Limited Common Elements are hereby assigned to the Units to which they are an inseparable appurtenance.

1.13 Majority or Majority of the Owners: The Owners, without regard to their number, owning more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specified percentage of the Owners means that percentage of the undivided ownership of the Common Elements.

1.14 Occupant: A person or persons, other than an Owner, in possession of a Unit.

1.15 Owner: A Record owner, whether one or more persons, of fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Unit owned by the Declarant.

1.16 Parcel: The parcel or tract of real estate described above in this Declaration, which is hereby submitted to the provisions of the Act.

1.17 Parking Area: The area of the Property allocated for parking automobiles.

1.18 Parking Space: A portion of the parking area intended for the parking of a single automobile.

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

1.20 Plat: The Plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, said Plats being attached hereto as Exhibit "D" and by this reference made a part hereof and recorded simultaneously with the recording of this Declaration.

1.21 Property: All the land, property, and space comprising the Parcel, all buildings, improvements, structures and other permanent fixtures of whatsoever kind now or hereafter constructed or contained therein or thereon, including all easements, licenses, permits, rights and appurtenances belonging thereto, and all fixtures, equipment and property intended for the mutual use, benefit or enjoyment of the Owners.

1.22 Reserves: Those sums paid by Owners which are separately maintained in the Board for the purposes specified by the Board or in the Condominium Instruments.

1.23 Record, Recorded or Recording: The recording or placing of record in the Office of the Recorder of Deeds in DuPage County, Illinois.

1.24 Undivided Interest: The percentage of ownership interest in the Common Elements appurtenant to a Unit as allocated on Exhibit "B" attached hereto and by this reference made a part hereof.

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1.25 Unit: A part of the Property, designed and intended for any type of independent use, so specified as a Unit and as set forth on the Plat attached hereto as Exhibit "D." The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Plat, which Units are legally described and identified by number on Exhibit "A" attached hereto and made a part hereof. Each Unit shall consist of the space enclosed and bounded by any horizontal and vertial planes shown on said Plat together with any appliances and plumbing and electrical fixtures; provided, however, that no structural components of the Buildings and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines, situated within such Unit and forming a part of any system serving one or more other Units or the Common Elements, shall be deemed to be a part of such Unit.

1.26 Unit Ownership: A part of the Property consisting of a Unit and its Undivided Interest.

ARTICLE II

SCOPE OF DECLARATION AND PROPERTY RIGHTS

2.01 Submission of Property to the Act: Declarant, as the legal title holder in fee simple of the Parcel, expressly intends to, and by recording this Declaration does hereby submit the Parcel and the Property to the provisions of the Act.

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

2.03 Units: The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided in the Act or Condominium Instruments, no Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

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2.04 Encroachments: In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of the Property or any part thereof: (a) any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit; or (b) any part of any Unit encroaches or shall hereafter encroach upon any part of any other Unit or the Common Elements, then, in such case, there shall be deemed to be an easement in favor of the Owners for the maintenance and use of any of the Common Elements which may encroach upon a Unit and there shall be deemed to be an easement in favor of any Owner for the exclusive use of any part of his Unit which shall encroach upon the Common Elements or any other Unit; provided, however, that in no event shall an easement for any encroachments be created in favor of any Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such Owner or that of his agent.

2.05 Utility Easements: The Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company and all other public and private utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conducts, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Property for the purpose of providing utility services to the Property.

2.06 Additional Easements: In addition to the easements provided for herein, the Board, on behalf of all of the Owners, shall have the right and power: (a) to grant such easements with respect to the Common Elements as the Board deems necessary and proper; and (b) to cancel, alter, change or modify any existing easement affecting the Property as the Board shall, in its discretion, determine. Without limiting the foregoing, the Board shall grant such easements as the Developer or Declarant may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit Ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for herein. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly recorded.

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

2.08 Separate Mortgages: Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his respective Unit and his undivided interest in the Common Elements appurtenant thereto. No Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except his Unit.

2.09 Separate Real Estate Taxes: Real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or any duly authorized subdivision or agency thereof, are to be separately taxed to each Owner for his Unit Ownership, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Owner, but are taxed on the Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his undivided interest. Upon the affirmative vote of Owners representing more than fifty percent (50%) of the undivided interest in the Common Elements, the Board, on behalf of all Owners, shall have the authority to seek relief for the Owners from any such taxes, special assessments or charges, and any expenses incurred in connection therewith shall be a Common Expense.

2.10 Storage Areas. Any storage areas for the Owner's personal property in the Buildings outside of the Units shall be part of the Common Elements, and the exclusive use and possession of the storage areas shall be allocated among the Owners in such manner and subject to such rules and regulations as the Board may prescribe. Each Owner shall be responsible for such Owner's personal property in the storage areas. The Board and the Association shall not be considered the bailee of such personal property and shall not be responsible for any loss or damage thereto whether or not due to the negligence of the Board and/or the Association.

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2.11 Board's Right of Entry: The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Unit, including any of the appurtenant Limited Common Elements, when necessary in connection with any maintenance, repair or replacement for which the Board is responsible. Such entering shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, as a Common Expense.

ARTICLE III

COMMON ELEMENTS

3.01 Description and Ownership: Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Owners, and, except as otherwise limited in the Condominium Instruments, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of each Unit for housing purposes, and such other purposes permitted by the Condominium Instruments which right shall be appurtenant to and run with each Unit. Each Unit's corresponding percentage of ownership in the Common Elements (undivided interest) has been determined by Developer to be as set forth in Exhibit "B" attached hereto. Except as specifically permitted under the Act and the Condominium Instruments, Exhibit "B" may not be changed without unanimous approval of all Owners and all first mortgagees. R79-51487

3.02 Owners' Rights to Use the Common Elements:

(a) Each Owner shall have the right and easement to use the Common Elements in common with all other Owners, as may be required for ingress and egress to and from his respective Unit, and for such other purposes not prohibited hereunder.

(b) The rights and easements to use and possess the Common Elements, including the Limited Common Elements, as herein provided, shall extend to each Owner, and the agents, servants, tenants, family and invitees of each Owner, and such rights and easements shall be subject to and governed by the provisions of the Act, the Condominium Instruments and the reasonable rules and regulations of the Board.

3.03 Charges for Use of Common Elements. The Board shall have the right and power to lease or grant concessions with respect to, or charge guest fees in connection with the use of, portions of the Common Elements, including, without limitation, the laundry rooms, tennis court, pool and clubhouse. The proceeds generated by any of the foregoing shall be used to pay the Common Expenses.

ARTICLE IV

ASSOCIATION

4.01 Association of Unit Owners and Administration and Operation of the Property: Developer, after the recording of this Declaration, shall cause to be incorporated an Illinois not-for-profit corporation to be called the "Klein Creek Condominium Association," which Association shall be the governing body for all of the Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act and Condominium Instruments. The Board shall constitute the Board of Managers provided for in the Act and shall be elected and shall serve in accordance with the provisions of the By-Laws. Until such time as the initial Board is appointed the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Association and its Board shall be held and performed by the Developer including any of its successors and assigns. Until the first annual meeting of the Owners is held pursuant to the By-Laws, the Board shall be appointed from time to time by the Developer. The original By-Laws of the Association shall be the By-Laws attached hereto as Exhibit "C" and made a part hereof. 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 in trust for the benefit of Owners in accordance with the provisions of the Condominium Instruments. There shall be only one class of membership in the Association. Each Owner shall be a member of the Association so long as he shall be an Owner, but such membership shall automatically terminate when he ceases to be an Owner. If any Unit is owned by more than one person the voting rights attendant to such Unit shall be exercised by one individual designated as the "voting member" of such Owners. Upon a transfer of an Owner's entire ownership interest to a new Owner, the new Owner shall simultaneously succeed to the former Owner's membership in the Association. Except as provided in Article I of the By-Laws, the aggregate number of votes for all members of the Association shall be one hundred (100) and shall be divided among the respective Owners in accordance with their respective undivided interest in the Common Elements.

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4.02 Meetings: Meetings shall be held and conducted as set forth in the By-Laws.

4.03 Managing Agent: The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, and the cost of such services shall be a Common Expense. The term of any management agreement shall not exceed one year, and shall contain a provision providing for termination for cause by the Association on thirty (30) days' prior written notice.

4.04 Funds Collected by the Association. All funds collected by the Association shall be held and expended for the purposes designated in the Condominium Instruments. All such funds (except for such separate or special assessments as may be levied against less than all Owners 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 each of the Owners in the same percentage as his Undivided Interest, from time to time.

4.05 Non-Liability of Directors and Others: The directors and officers of the Association and the Declarant and its beneficiaries shall not be personally liable to the Owners or any one of them or others for any mistake of judgment or for any acts or omissions made in good faith as such directors, officers, Declarant or its beneficiaries. The Owners shall indemnify and hold harmless each of the directors, officers, Declarant and its beneficiaries (and their respective successors) in accordance with the provisions of Article VIII of the By-Laws. Any liability of any Owner arising out of any contract made by the Board, directors, officers, Declarant or its beneficiaries or arising out of the aforesaid indemnity in favor of the directors, officers, Declarant or its beneficiaries shall be limited to such proportion of the total liability thereunder as said Owner's undivided interest in the Common Elements bears to the total undivided interest of all Owners of the Common Elements.

4.06 Board's Determination Binding. In the event of any dispute or disagreement between any Owners relating to the Property, or any questions of interpretation or application of the provisions of the Condominium Instruments, the determination thereof by the Board shall be final and binding on each and all such Owners.

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ARTICLE V

ASSESSMENTS

5.01 Personal Obligation: The Declarant, for each Unit Ownership hereby covenants, and each Owner of a Unit Ownership by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall, and is deemed to covenant and hereby agrees to pay to the Association such assessments or other charges or payments as are levied pursuant to the provisions of this Declaration. Each such assessment or other charge or payment, together with such interest and costs as provided herein, shall be the personal obligation of the Owner of such Unit Ownership at the time when the assessment or other charge or payment is due.

5.02 Purpose of Assessments: The assessments levied by the Association shall be exclusively for the purposes of promoting the recreation, health, safety and welfare of members of the Association, to administer the affairs of the Association and to pay the Common Expenses.

5.03 Amount and Payment of Assessments: Unless otherwise provided in the Condominium Instruments, the proportionate share of the Common Expenses for each Owner shall be in the same ratio as his Undivided Interest from time to time. Payment of Common Expenses, including any deposit for reserves thereof required by any initial contract of sale for a Unit, shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof, together with interest at the maximum rate permitted by the laws of the State of Illinois, shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act and in Article IX hereof; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Owner, except for the amount of the proportionate share of Common Expenses which becomes due and payable from and after the date on which the said Mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), files suit to foreclose its Mortgage, or causes a receiver to be appointed. The foregoing provisions shall not be amended or rescinded without the prior written consent of all holders of first mortgages of record.

5.04 Liability for Payment: No Owner may waive or in any way escape liability, for the assessments provided for in the Condominium Instruments by non-use of the Common Elements or abandonment of a Unit.

ARTICLE VI

INSURANCE

6.01 Property Insurance: The Board shall obtain fire and extended coverage insurance for the Property against loss, damage, or destruction by fire and such other hazards as covered under standard extended coverage provisions for the full insurable replacement costs of the Common Elements, Limited Common Elements and the Units. Insurable replacement costs shall be deemed the cost of repairing, restoring or reconstructing the Common Elements, Limited Common Elements and Unit, or any part thereof to substantially the same condition in which they existing prior to damage or destruction. As used throughout this Paragraph 6.01, reconstruction shall mean repair, restoration or reconstruction of the Property to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit, Limited Common Elements and the Common Elements having the same vertical and horizontal boundaries as prior thereto. The full insurable replacement cost of the Property, including the Common Elements (which include Limited Common Elements) and Units shall be determined from time to time (but not less frequently than once in any twelve-month period) by the Board. For this purpose, the Board shall have authority to obtain an appraisal by a reputable appraisal company selected by the Board. The cost of such appraisal shall be a Common Expense. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board or the Association, as the case may be, for themselves and as the Trustee for each of the Owners in accordance with their Undivided Interests. The policies of insurance shall contain a standard mortgage clause endorsement (without contribution) in favor of the First Mortgagees, as their respective interests may

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appear, in the form then customarily used in the metropolitan Chicago area. The policies of insurance shall also contain, if possible, a waiver of subrogation rights by the insurer against individual Owners and all other parties required to be insured under the Act, and shall cover claims of one or more of the insured parties above against other such insured parties. Further, the policies of insurance shall provide that: (i) notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement thereof, such option shall not be exercisable if the Owners elect to sell the Property or remove the Property from the provisions of the Act; and (ii) to the extent possible, such policies shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the First Mortgagees. Premiums for such insurance shall be a Common Expense. That portion of the Common Expense attributable to insurance premiums may be assessed by the Board in a manner that reasonably reflects increased charges for coverage on certain Units.

6.02 Repair or Reconstruction:

(a) In the event of a fire or any other disaster causing loss, damage, or destruction to or of the Property, the proceeds of any policy insuring against the same and payable by reason thereof, if sufficient to reconstruct the Property, shall be applied to such reconstruction.

(b) In the event the Property, or any part thereof, shall suffer loss, damage or destruction from any cause, and the proceeds of any policy insuring against such loss, damage or destruction, and payable by reason thereof, shall be insufficient to pay the cost of reconstruction, or the Property is not insured against the peril causing the loss, damage or destruction, the following procedure shall be followed:

(i) A meeting of the Owners shall be held not later than the first to occur of: (aa) the expiration of thirty (30) days after the final adjustment of the insurance claims; or (bb) the expiration of ninety (90) days after the occurrence which caused the damage.

(ii) At the meeting, the Board shall present an estimate of the cost of reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.

(iii) A vote shall then be taken on the question of whether or not the Building shall be reconstructed based on the information provided by the Board under (ii) above, including the proposed special assessment. The Building shall be reconstructed and the proposed special

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assessment shall be levied only upon the affirmative vote of not less than three-fourths (3/4) of the Owners voting at such meeting.

(iv) If the Owners do not vote to reconstruct the Property at the meeting provided for in (i) above, then the Board may, at its discretion, call another meeting or meetings of the Owners to reconsider the question of whether or not the Building shall be repaired or reconstructed. If the Owners do not vote to repair or reconstruct the Building within one hundred eighty (180) days after the occurrence which caused the damage, then the Board may (but shall not be obligated to) in its discretion record a notice as permitted under the Act.

(v) If: (aa) the Owners do not vote to reconstruct the Property under Subsection (iv) above; and (bb) the Board does not record a notice as permitted under the Act, then the Owners may, with the consent of all Mortgagees, amend this Declaration pursuant to Article X hereof to withdraw some or all of the damaged portion of the Property from the provisions of the Act. The amendment shall provide for the re-allocation of the undivided interest as provided in the Act. If a portion of the Property is so withdrawn, then the amendment shall provide that the portion of the Property which is so withdrawn shall be owned by the Owners of Units in such withdrawn portion as tenants-in-common with each Owner's interest being determined by dividing the aggregate undivided interest allocated to all of the Units (or portions thereof) in such withdrawn portion. The amendment shall also re-allocate the undivided interests of the remaining Units as provided in the Act. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner shall be made to such Owner and his mortgagee, as their interest may appear, on an equitable basis as determined by the Owners, as provided in the Act.

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(c) If the Building is reconstructed, it shall be done in a workmanlike manner and the Property as reconstructed, shall be substantially similar in design and construction to the Building as originally constructed.

(d) If the Property is not reconstructed, then the damaged portion shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board.

(e) In the event any portion of the Property is taken by eminent domain proceedings, provisions for withdrawal of such portion of the Property from the provisions of the Act may be made in accordance with the procedure for withdrawal previously set forth in connection with loss, damage or destruction of the Property, except that the meeting of the Owners called for this purpose shall be held within thirty (30) days after the taking of the Property or any portion thereof. Upon any such withdrawal of any Unit or portion thereof, the undivided interest to such withdrawn Unit or portion shall be re-allocated among the remaining Units on the basis of each such Unit's respective undivided interest. If only a portion of a Unit is withdrawn, the undivided interest appurtenant to that Unit shall be reduced accordingly, upon the basis of the diminution of market value of such Unit. The allocation of any condemnation award or other proceeds to any withdrawn or remaining Unit shall be made on an equitable basis, which need not be a Unit's undivided 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 Owner's undivided interest therein. Any condemnation award or other proceeds available in connection with the withdrawal of any Limited Common Element may be distributed in accordance with the interest of those Owners entitled to their use.

(f) Upon withdrawal of any Unit or portion thereof, pursuant to this Section 6.02 the Owner thereof shall be relieved of any further responsibility or liability for the payment of any assessments made thereafter in respect of such Unit if the entire Unit is withdrawn, or, if a portion of such Unit is withdrawn, for the portion of such assessments made thereafter proportional to the diminution in square footage of such Unit.

(g) Any first Mortgages disclosed to the Association pursuant to Section 11.02 below shall be given prompt written notice of any loss, damage or destruction to a Unit upon which its mortgage rights apply in excess of One Thousand Dollars ($1,000.00) and of any damage to the Common Elements in excess of Ten Thousand Dollars ($10,000.00). All such mortgagees shall also be given prompt written notice of any Unit or portion thereof or any portion of the Common Elements being made the subject matter of any condemnation or eminent domain proceeding or otherwise being sought to be acquired by a condemning authority.

(h) The provisions of this Section 6.02 shall be subject to the rights, if any, of the holder of mortgages on the Property or any part hereof or on any or all of the Units and the Common Elements appurtenant thereto. The withdrawal and reapportionment contemplated herein shall be effective upon

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execution and recordation of an amendment to this Declaration, and an amended Plat.

6.03 Insurance Trustee/Use of Proceeds: The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depositary on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of Fifty Thousand Dollars ($50,000.00) in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or any Owner of any Unit so destroyed. The rights of first mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act and this Declaration with respect to the application of the insurance proceeds to the repair or reconstruction of the Units or Common Elements. Payment by an insurance company to the Board to or such corporate trustee of the proceeds of any policy, and the receipt of a release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which the proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

6.04 Other Insurance: The Board shall obtain comprehensive public liability insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Property in such amounts as it shall deem reasonable, which insurance shall cover claims of one or more insured party(ies) against other insured party(ies) and shall include a waiver of subrogation rights by the insurer against any of the named insureds, if possible. The Board shall also obtain workmen's compensation insurance as may be necessary to comply with applicable laws and officer and director liability insurance in such amounts as it may deem desirable. The Board may obtain such other insurance in such reasonable amounts as is required under the Act or as the Board shall deem desirable. Each such policy of liability insurance shall insure each Owner, First Mortgagees of record, the Association, its officers, the Board and the Managing Agent and each of their respective employees, agents and all persons acting as agents, if any, from liability in connection with ownership, existence, use or management of the Property, except that the Owners shall be named insured only with respect to that portion of the Property not reserved for their exclusive use. Each such policy may, in the Board's discretion, relieve the insurer of responsibility for a reasonable initial specified loss of the kind being insured against. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the Association and First Mortgagees who specifically request such notice. Premiums for such insurance shall be a Common Expense.

6.05 Fidelity Bond: The Board shall also have the authority to and may obtain in the name of the Association a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or the Managing Agent, or of any other person handling the funds of the Association, the Board or the Owners, in such amount as the Board shall deem desirable.

6.06 Cancellation of Insurance: The Board shall notify all named insureds in the event of the cancellation of any insurance obtained pursuant to the Act or this Article VI.

6.07 Owners' Responsibility:

(a) Each Owner shall be reponsible for obtaining his own insurance on the contents of his own Unit and furnishings, wall coverings and personal property therein, and personal property stored elsewhere on the Property. In addition, in the event an Owner desires to insure against his personal liability and loss, damage or destruction by fire or other hazards above and beyond the extent that liability, loss, damage or destruction is covered by the liability insurance and insurance against loss, damage or destruction by fire and other hazards obtained by the Board for all of the Owners as part of the Common Expenses, as provided, said Owner may, at his option and expense, obtain such additional insurance.

(b) The Board shall not be reponsible for obtaining insurance on any additions, alterations or improvements made by any Owner, unless and until such Owner shall request the Board in writing to do so, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto. If an Owner fails to inform the Board as provided above 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 alterations, additions or improvements.

6.08 Waiver and Subrogation: Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its officers, members of the Board, the Declarant and its beneficiaries, and the Managing Agent of the Property, if any, and their respective employees and agents, for loss, damage or destruction 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 loss, damage or destruction is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.01 Use and Occupancy: The Units and Common Elements shall be occupied and used as provided in the By-Laws and as follows:

(a) Except as may be otherwise specifically permitted by the Board, each Unit or any two (2) or more adjoining Units used together shall be used as a residence or for such other uses permitted by the Condominium Instruments and for no other purpose. That part of the Common Elements separating any two or more adjoining (either horizontally or vertically) Units used together as aforesaid may be altered to afford ingress or egress to and from such adjoining Units in such manner and upon such conditions as shall be reasonably determined by the Board in writing. None of the foregoing restrictions shall exclude an Owner, with respect to his Unit, from (i) maintaining his personal professional library therein; (ii) keeping his personal business or professional records or accounts therein; or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

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(b) The Common Elements shall be used only for access, recreational purposes, ingress and egress to and from the respective Units by the Owners and their agents, servants, tenants, family members, invitees and licensees and for such other purposes incidental to the use of the Units; provided, however, that the laundry rooms, storage areas and other special areas shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Owner.

(c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Buildings or contents thereof, applicable for residential use, without the proper written consent of the Board. Owners shall not permit anything to be done or kept in their respective Units or in the Common Elements which will result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed to the Common Elements.

(d) Notwithstanding any provisions hereof to the contrary, at all times and from time to time prior to the sale of the last Unit in the Buildings, Developer, its agents, successors and assigns, hereby reserve the right: (i) to lease or sell such Units as the Developer shall determine; (ii) to erect and maintain on the Property all advertising signs, banners, lighting and other sales devices for the purpose of aiding the sale or leasing of the Units in the Buildings; (iii) to maintain sales and business offices on the Property to facilitate the sale or leasing of Units therein; and (iv) to utilize the Common Elements for ingress and egress in connection with the sale and leasing of Units in the Buildings.

7.02 Maintenance, Repair and Replacements: Each Owner, at his own expense, shall furnish and be responsible for all maintenance, repairs and replacements within his own Unit. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association, and the cost of such maintenance, repair and replacements performed by the Board shall be part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association. The authorized representatives of the Board or of the Managing Agent shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs and replacements, of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units, the Common Elements and the Limited Common Elements. Authorized representatives of the Board or of the Managing Agent shall have a reasonable right of entry to each Unit to effect emergency or other necessary repairs which the Owner has failed to perform.

7.03 Maintenace of the Limited Common Elements: Unless and until the Board determines to the contrary, and subject to rules and regulations established from time to time by the Board, the Owners to whom exclusive use of the Limited Common Elements is reserved, are responsible for the repair, maintenance, operation and appearance of the Limited Common Elements herein designated and reserved to them. An Owner shall not permit or otherwise decorate or adorn, or change the appearance of any balcony or patio in any manner contrary to the rules and regulations adopted by the Board.

7.04 Neglect of Owner: If, due to the act or neglect of an Owner, or his agent, servant, tenant, family member, invitee or licensee, damage shall be caused to the Common Elements or ot a Unit or Units owned by others, or maintenance, repairs, or replacements are required which would otherwise be a Common Expense, then such Owner shall pay for such damage or such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by the Association's insurance.

7.05 Alterations, Additions and Improvements:

(a) Except as hereinafter provided, no alterations, additions or improvements shall be made by an Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by an Owner to his Unit (where such work alters the structure of the Unit or increases the cost of insurance required to be carried by the Board hereunder) without the prior written approval of the Board. Such additional alterations, additions or improvements by an Owner shall be subject to the rules and regulations prescribed by the Board. The Board may authorize and charge as a Common Expense, alterations, additions and improvements of the Common Elements and Limited Common Elements as provided in the By-Laws. Any Owner who makes alterations, additions or improvements within his Unit or the Common Elements as aforesaid shall be responsible for the damage to other Units, the Common Elements, the Limited Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

(b) In addition, if any Owner or Owners shall desire to subdivide or combine his or their Unit or Units, and to locate or relocate Common Elements or Limited Common Elements affected or required thereby, all at his or their own expense, he shall make written application to the Board: (i) requesting and containing an amendment to the Declaration (including the Plat) at least thirty (30) days prior to the date such work is to be commence; (ii) setting forth in such application a proposed re-allocation to the new Unit or Units of the percentage interest in the Common Elements previously allocated thereto; (iii) further setting forth whether the Limited Common Elements, if any, previously assigned to the Unit or Units in question shall be assigned to each new Unit or to fewer than all of the new Units so created; and (iv) containing a survey of the proposed alterations of the affected Unit or Units and the Common Elements and Limited Common Elements appurtenant thereto. No such alteration shall be approved by the Board if it weakens, impairs, or endangers any Common Elements, Limited Common Element or Unit. Subject to the provisions of Article XI below, if the proposed subdivisions or combination is approved by a majority of the Board, it shall be effective upon the (i) execution of an amendment of the Condominium Instruments by the Owners involved, and (ii) recording thereof in accordance with the provisions of the Act.

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7.06 <u>Decorating</u>: Each Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit as may be required from time to time, including painting, wallpapering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lighting and other furnishings and interior decorating. Each Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter doors and walls, windows forming a part of perimeter walls, floor and ceilings of his Unit, and such Owner shall maintain said interior surfaces in good condition and at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. All disputes between Owners with regard to adjoining Common Elements are to be submitted to the Board, which shall render a final binding decision. Decorating of the Common Elements (except as otherwise provided herein) and any redecorating of Units that is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses.

7.07 Leasing of Units. If an Owner leases a Unit, a copy of such lease shall be furnished to the Board within five (5) days after execution thereof. Each such lease shall expressly provide that the lessee shall be bound by and shall be subject to all of the nonmonetary obligations of the Owner-lessor under the Condominium Instruments, that any failure by the lessee to comply with such obligations shall constitute a default under the lease, and that the Association may exercise against such lessee any and all remedies available to it under Article IX below including, but not limited to, the right to take possession of the leased Unit. The Owner-lessor shall not be relieved by executing such a lease from any of said obligations. No Owner may lease his Unit for hotel, transient or other commercial purposes, or provide services typically associated therewith. All such leases shall be in writing. Owners may not lease less than one hundred percent (100%) of each Unit they own, except an Owner owning more than one Unit may lease less than all of his Units.

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7.08 Mechanic's Liens: The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit Ownership. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such liens.

7.09 Proscribed Activities: No noxious or offensive activity shall be carried on in the Property and nothing shall be done in the Property, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Units.

7.10 Structural Impairment: Nothing shall be done in, on or to any part of the Property which would impair the structural integrity of the Buildings located thereon.

7.11 Parking Spaces in Parking Areas. Any portions of the Property allocated in the Condominium Instruments or by the Board to parking purposes and designated as a "parking area" shall be a part of the Common Elements and not part of any Unit. The Board shall, from time to time, designate parking spaces for the exclusive use of each Unit and may prescribe such rules and regulations with respect to the parking areas as the Board deems fit; provided, that in no event shall the Board designate less than one parking space for the exclusive use of each Unit.

7.12 Recreational Facilities. The recreational facilities, including the tennis court, pool and clubhouse shall be maintained and operated during such hours and on such terms and conditions as the Board may determine.

7.13 Rules and Regulations: The use and enjoyment of the Property shall be subject to reasonable rules and regulations duly adopted by the Board from time to time; provided, that no rule or regulation shall be effective unless and until at least ten (10) days' notice thereof is given to all Owners.

ARTICLE VIII

ANNEXING ADDITIONAL PROPERTIES

8.01 Annexation of Additional Property: Developer reserves the right from time to time, within ten (10) years of the date of the recording of this Declaration, to annex and add to the Condominium Property created by this Declaration, all or any portion of the real property legally described in Exhibit "E" attached hereto, which real property is hereinafter referred to as the "Additional Land Area." No rights of any character whatsoever within the Additional Land Area shall attach to any Owner except as to that portion described in any recorded Amended Declaration annexing and adding such portion to this Declaration as part of the Condominium Property created by this Declaration.

In the event of any such addition, Developer further reserves the right to re-allocate percentage interests in the Common Elements in accordance with the provisions of the Act by recording an amended Plat in accordance with Section 5 thereof, together with an amendment to this Declaration in accordance with Section 6 of the Act. The approval of any of the Owners to such amendments shall not be required.

8.02 Common Element Percentage Changes in the Event of Annexation: The percentages of undivided interest in the Common Elements as amended by such Amended Declaration shall be determined and adjusted in the following manner:

(a) The Common Elements as amended by such Amended Declaration shall be deemed to consist of: (i) the Common Elements as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Common Elements"); and (ii) the Common Elements added by such Amended Declaration (hereinafter referred to as "Added Common Elements").

(b) The Units as amended by such Amended Declaration shall be deemed to consist of: (i) the Units as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Units"); and (ii) the Units added by such Amended Declaration (hereinafter referred to as the "Added Units").

The value of each of the Added Units which value shall be determined by the Developer, whose determination shall be unconditionally conclusive for all purposes, sales price of any Unit notwithstanding, shall be added to the aggregate value of the Existing Units, also as unconditionally conclusively determined by Developer and the total thereof shall be deemed to be the new value of the Property. As a whole, the value of all Units, both existing and added, shall be determined as of the date of recording of each such Amended Declaration.

(c) The percentages of Undivided Interest, as amended and adjusted by each such Amended Declaration, in the entire Common Elements, consisting of the Existing Common Elements plus the Added Common Elements, to be allocated among all the Units, consisting of the Existing Units plus the Added Units, shall be computed by taking as a basis the value of each Unit in relation to the value of the Property as a whole, determined as aforesaid.

(d) The Existing Units shall be entitled to their respective percentages of Undivided Interest, as amended and adjusted in the Added Common Elements as well as the Existing Common Elements. The Added Units shall be entitled to their respective percentages of Undivided Interest, not only in the Added Common Elements but also in the Existing Common Elements.

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

8.03 <u>Prior Liens</u>: The recording of an Amended Declaration shall not alter or affect the amounts of any liens for Common Expenses due from any Owner of an Existing Unit prior to such recording, nor the respective amounts theretofore assessed to or due from the Owners of Existing Units for Common Expenses or other assessments.

8.04 <u>Amended Plat and Declarations</u>:

(a) Each Amended Declaration shall include an amended Exhibit "A" which shall amend Exhibit "A" hereto by setting forth the amended legal description of the Parcel to include the additional land annexed hereto, as well as a separate legal description of such addition. The Amended Declaration shall also contain an amended Plat (Exhibit

"D") showing the boundaries of such addition and of the entire Parcel as Amended, and delineating the additional Units on such addition.

(b) Each Amended Declaration shall also include an amended Exhibit "B" which shall amend Exhibit "B" hereto by setting forth the amended percentages of the undivided interests in the Common Elements (as amended and added to by such Amended Declaration) allocated to each Unit (including all previous Units and the additional Units added by such Amended Declaration).

8.05 Mortgagee Benefit: The lien of any mortgage encumbering any Exiting Unit, together with its appurtenant percentage of Undivided Interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended when an Amended Declaration is recorded in accordance with the respective percentage of Undivided Interest in the Common Elements for such Existing Unit and the lien of such mortgage shall automatically attach in such percentage to the Added Common Elements.

8.06 Consent to and Effect of Amendment and Annexation:

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

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(b) That portion of the Additional Land Area described in each such Amended Declaration shall be governed in all respects by the provisions of this Declaration.

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

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

(e) A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a Unit to so amend and re-allocate the percentage of ownership in the Common Elements appurtenant to each Unit.

(f) The percentage of Undivided Interest in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by a recorded Amended Declaration and each deed, mortgage or other instrument affecting a Unit shall be deemed to include such additional Common Elements and the ownership of any such Units and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such Amended Declarations are recorded.

(g) Each Owner shall have a perpetual easement, appurtenant to his Unit, for the use of any additional Common Elements annexed thereto by and described in any recorded Amended Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners of specific Units as may be provided in any such Amended Declaration.

(h) Each Owner by acceptance of the deed conveying his Unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each Amended Declaration is and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective percentages of Undivided Interest in the Common Elements as set forth in each such Amended Declaration shall be deemed to be made by agreement of all Owners.

(h) Declarant reserves the right to amend this Declaration in such manner and each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Article VIII to comply with the Act as it may be amended from time to time.

8.07 Time Limitation: Developer's right to annex any additional land shall terminate ten (10) years after the recording of this Declaration. If the option to annex additional land is exercised, then thereafter, any contracts for construction and delivery of such additional land and improvements thereon, shall contain a date for the completion of construction and delivery of such improvements and additional land.

8.08 Order of Making Additions: Any portion of the Additional Land Area described on Exhibit "E" may be annexed within the aforementioned ten (10) year period at such different times and in such order as Developer determines.

8.09 Limitations as to Location of Improvements: There are no limitations as to the locations of improvements which may be made on the Additional Land Area.

8.10 Maximum Number of Additional Units: The number of Units which may be created on the Additional Land Area shall not exceed Two Hundred Fifty (250). Further, not more than thirty (30) Units shall be constructed on each acre of any Additional Land Area added to the Property.

8.11 Compatibility of Additional Units: The Buildings which will contain the Added Units, and the Added Units themselves, shall be constructed in such manner so as to be compatible with the use, density, configuration and architectural style of the Property and the Buildings presently being constructed thereon.

8.12 Appurtenant Easement: There shall be an appurtenant easement over and on the Common Elements for the benefit of the Declarant, its successors and assigns for the purpose of making improvements and constructing Buildings and Units on the Additional Land Area, and for the purpose of doing whatever is reasonably necessary and proper in conjunction therewith.

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8.13 Annexation of the Additional Land is not Obligatory: No provision in this Declaration shall be construed to be binding upon or obligate Developer to exercise the option to make additions, and the additional land described in Exhibit "E" shall not be bound thereby.

8.14 Additions and Modifications to the Declaration: Any amendment to this Declaration adding additional land may contain such complementary additions and modifications of the provisions of this Declaration affecting the additional land which are necessary to reflect the differences in character, if any, of the additional land and the improvements thereto. In no event, however, shall any such amendment to the Declaration revoke, modify or add to the covenants established by this Declaration for the Property already subject to this Declaration.

ARTICLE IX

REMEDIES

9.01 Remedies:

(a) In the event of any default by any Owner (or occupant of his Unit) under the provisions of the Act, Condominium Instruments or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' written notice to the Owner from the Board, shall have the right to enter upon that part of the Property where the violation or breach exists and to summarily abate, remove or do whatever else may be necessary to correct such violation or breach. Any and all expenses in connection with the exercise of the right provided by this Section 9.01 together with interest thereon until paid at the maximum rate permitted by the laws of the State of Illinois shall be charged to and assessed against such defaulting Owner.

(b) In the event of any default by any Owner (or occupant of his Unit) under the provisions of the Act, Condominium Instruments or rules and regulations of the Board or Association, the Association, or its successors and assigns, or the Board, or its agents, shall have each and all of the rights and remedies which may be provided for in the Act, Condominium Instruments, the Forcible Entry and Detainer Act of the State of Illinois, or said rules and regulations, or which may be available at law or in equity, and may prosecute any others for enforcement or foreclosure of any lien and the appointment of a receiver for the Unit and ownership interest of such Owner, without notice and without regard to the value of such Unit or ownership interest, or the solvency of such Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for the right to take possession of such Owner's interest in the Unit and ownership interest, to maintain for the benefit of all the other Owners an action for possession in the manner prescribed in "an Act in Regard to Forcible Entry and Detainer," approved February 16, 1874, as amended, and to execute leases for such Owner's Unit and apply the rents received to payment of unpaid assessments and interest accrued thereon, or to sell the Unit and Undivided Interest, or for any combination of remedies, or for any other relief.

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(c) The proceeds of any judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in a final judgment. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and to the related ownership interest in the Common Elements and to immediate possession of the Unit sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the judgment shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration. All expenses of the Association in connection with any actions or proceedings described herein, including court costs and attorney's fees and all other expenses of the proceeding and sale, and all damages, liquidated or otherwise, together with interest thereon until paid at the maximum rate permitted by the laws of the State of Illinois, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the Common Expenses. Subject to the subordination provisions of Section 5.03 hereof, the Association shall have a lien for all of the same, as well as for nonpayment of his respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his personal property located in his Unit or elsewhere on the Property. In the event of any such default by any Owner (or occupant of his Unit), the Association, the Board and the Managing Agent, if so authorized by the Board, shall have the authority to correct such default and to do whatever may be necessary for such purposes, and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner. Subject to the subordination provisions of Section 5.03 hereof, such assessment shall constitute a lien upon the interest of such defaulting Owner in the Property, his additions and improvements thereto, and upon all of his personal property located in his Unit or elsewhere on the Property. Any and all rights and remedies contained herein may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board. This Article IX shall not be amended or rescinded without the prior written consent of all First Mortgagees of record.

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(d) If any Owner (either by his own conduct or by the conduct of another occupant of his Unit) shall violate any of the provisions of the Act or Condominium Instruments, or any rules and regulations promulgated by the Board, and such violation shall continue for ten (10) days after written notice to the Owner from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to file an action against the defaulting Owner for a judgment or injunction against the Owner or occupant to comply with the provisions of the Condominium Instruments and granting other appropriate relief, including money damages.

(e) Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violation or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Unit Ownership to enforce any lien created hereunder.

ARTICLE X

AMENDMENTS

10.01 Special Amendments: Developer and/or Declarant reserve the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration: (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit Ownerships; (iii) to bring this Declaration into compliance with the Act; or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer and/or Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to Developer and/or Declarant to vote in favor of, make, execute and record Special Amendments. The right of Developer and Declarant to act pursuant to rights reserved or granted under this Section 10.01 shall terminate at such time as Developer or Declarant no longer holds or controls title to a Unit.

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10.02 Amendments by Owners:

(a) The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, approved by Owners owning not less than two-thirds (2/3) of the total ownership of Common Elements by written consent or at a meeting of such Owners called pursuant to the By-Laws for such purpose, provided, however, that all First Mortgagees have been notified by certified mail of such change, modification or rescission, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument.

(b) Notwithstanding the provisions of Subsection (a), if the Act or the Condominium Instruments require the consent or agreement of all Owners or of all First Mortgagees for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be approved by all the Owners, or all First Mortgagees, or both as required by the Act or this Declaration.

(c) Except to the extent authorized in this Declaration or by the provisions of the Act, no amendment of the Condominium Instruments shall change as to any Owner the boundaries of any Unit, the undivided interest in the Common Elements, the number of votes in the Association, or the liability for Common Expenses appertaining to a Unit.

(d) Those provisions of this Declaration relating to the rights of the Declarant or the beneficiaries of the Declarant may be amended, changed, modified or rescinded only with the prior written consent of the Declarant.

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(e) Any change, modification or rescission accomplished as set forth above shall be effective upon recording of the instruments involved, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

(f) Anything contained herein to the contrary notwithstanding, this Section 10.02 may be amended only with the written consent of all Owners and all First Mortgagees.

ARTICLE XI

RIGHTS OF FIRST MORTGAGEES

11.01 First Mortgagee's Consent: The prior written approval of all First Mortgagees will be required for any of the following:

(a) Except for amendments made pursuant to Article VIII or Section 6.02(e), an amendment to the Declaration which changes the undivided interests; or

(b) The abandonment or termination of the condominium, the removal of any part of the Property from the provisions of the Act and this Declaration, or the sale of the Property; except the consent of First Mortgagees shall not be required for the abandonment or termination of the condominium made pursuant to the Act in the case of substantial destruction by fire or other casualty or the removal of some or all of the Property from the provisions of the Act and this Declaration in the case of a taking by condemnation or eminent domain.

Further, no Unit may be subdivided or partitioned without the prior written approval of the First Mortgagee of the Unit.

11.02 Notice to First Mortgagees: Upon the specific written request of a First Mortgagee or its servicer to the Board, the First Mortgagee shall receive some or all of the following as designated in the request:

(a) Copies of budgets, notices of assessments, or any other notices or statements provided under this Declaration by the Association to the Owner of the Unit covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners;

(c) Copies of notices of meetings of the Owners and the right to be represented at any such meeting by a designated representative;

(d) Notice of the decision of the Owners to make any material amendment to the Condominium Instruments;

(e) Notice of substantial damage to or destruction of any Unit (in excess of \$1,000.00) or any part of the Common Elements (in excess of \$10,000.00);

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(g) Notice of any default of the Owner of the Unit which is subject to the First Mortgagee's mortgage, where such default is not cured by the Owner within thirty (30) days after the giving of written notice by the Association to the Owner of the existence of the default;

(h) The right to examine the books and records of the Association at any reasonable time; or

(i) The effectuation of any decision by the Association to terminate professional management and assume self-management of the Property.

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The request of a First Mortgagee or its servicer shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a First Mortgagee who had made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a First Mortgagee hereunder and in the event of multiple requests from purported First Mortgagees of the same Unit Ownership, the Association shall honor the most recent request received.

11.03 Insurance Proceeds/Condemnation Awards: In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Property; or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Property, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Unit with respect to any such distribution to or with respect to such Unit; provided, that nothing in this Section shall be construed to deny the Association the right to apply any such proceeds to repair or replace damaged portions of the Property or to restore what remains of the Property after condemnation or taking by eminent domain of any part of the Property.

ARTICLE XII

DEVELOPER'S RESERVED RIGHTS

12.01 In General: In addition to any rights or powers reserved or granted to Developer under the Act or the Condominium Instruments, Developer shall have the rights and powers set forth in this Article XII. In the event of a conflict between the provisions of this Article XII and any other provisions of the Condominium Instruments, the provisions of this Article XII shall govern. Except as otherwise provided in this Article XII, Developer's rights under this Article XII shall terminate at such time as neither Declarant or Developer is vested with or controls title to a Unit.

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12.02 Sales Efforts: Developer shall have the right, in its discretion, to maintain on the Property model advertising and, to the extent not prohibited by law, to come upon any portion of the Property for the purpose of showing the Property to prospective purchasers or lessees of Units, all without the payment of any fee or charge whatsoever.

12.03 Construction: Developer, its agents and contractors shall have the right to come upon the Property for the purpose of undertaking construction activities on or making alterations or improvements to the Property and shall have the right to store equipment and materials used in connection with such work on the Property without payment of any fee or charge whatsoever.

12.04 Control of Board: Until the initial meeting of the Owners (which shall be held as set forth in the By-Laws) and the election of the Board by the Owners as provided for in the By-Laws, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by the Act, this Declaration or the By-Laws shall be held and performed by the Developer. The Developer may hold and perform such rights and obligations through the Board which, prior to the initial meeting, shall consist of five (5) individuals designated by the Developer from time to time.

ARTICLE XIII

GENERAL PROVISIONS

13.01 Notices: Notices provided for in the Act or Condominium Instruments shall be in writing, and shall be addressed to the Secretary of the Association or any Owner, as the case may be, at Carol Stream, Illinois or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgement of the receipt thereof.

13.02 No Waiver: No covenants, restrictions, conditions, obligations or provisions contained in the Condominium Instruments 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.

13.03 Severability: If any provision of the Condominium Instruments, or any section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Condominium Instruments and of the application of any such provisions, sections, sentences, clauses, phrases or words in any other circumstances shall be affected thereby and the remainder of the Condominium Instruments shall be construed as if such invalid part were never included therein.

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13.04 Perpetuities and Restraint on Alienation: If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, Jimmy Carter, and Vice President of the United States, Walter Mondale.

13.05 Rights and Obligations: Each grantee of the Declarant, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, and any other transferee, 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 imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

13.06 Captions/Conflicts: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between the statements made in the recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

13.07 Land Trustee as Owner: In the event title to any Unit is conveyed to a land trust holding title pursuant to the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder shall be considered Owners for all purposes and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreeements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation hereunder created.

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

13.09 Amendment to Plat: If, on the date of recording of this Declaration, the Plat attached hereto as Exhibit "D" does not delineate the dimensions of the boundaries of certain Units in the Buildings, then and in such event, upon completion of the Plats of survey for such Units, Declarant shall cause to be recorded, from time to time, an amended Plat or Plats of survey showing the actual dimensions of such Units.

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13.10 This Declaration is executed by Declarant as Trustee aforesaid and not individually, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Declarant hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person hereafter claiming any interest under this Declaration that Declarant, as Trustee as aforesaid and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title holding interest and the trust estate described herein to the terms of this Declaration; that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Declarant or any of the beneficiaries under such Trust Agreement on account of this Declaration or on account of any representation, obligation, duty, covenant or agreement of Declarant in this instrument contained either express or implied, all such personal liability, if any, being expressly waived and released; and further, that no duty shall rest upon Declarant, either personally or as such Trustee, to requester 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. In the event of conflict between the terms of this Paragraph and of the remainder of this Declaration, or in the event of any apparent liability or obligation resting upon Declarant, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, the ROSELLE STATE BANK AND TRUST COMPANY, as Trustee aforesaid and not individually, has caused its corporate seal to be affixed hereunder and has caused its name to be signed to these presents by its Vice President and attested by its Assistant Secretary this 19th day of June, A.D. 1979.

ROSELLE STATE BANK AND TRUST COMPANY, a corporation of Illinois, not individually, but as Trustee under Trust Agreement dated April 10, 1978 and known as Trust No. 10516

By: ____________________
Vice President

Attest:

____
Assistant Secretary

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THIS INSTRUMENT PREPARED BY:

David L. Shaw and
Ilene Dobrow Davidson
WEXLER AND SHAW, LTD.
180 N. LaSalle Street
Chicago, IL 60601

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, ______________________________, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Russell C. Shockey, Vice President of ROSELLE STATE BANK AND TRUST COMPANY, a banking corporation and Ruth I. Mayerhofer, Assitant Secretary of said corporation, 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 of said corporation, for the uses and purposes therein set forth. R79- 51487

Given under my hand and Notarial Seal this 19th day of June, 1979.

Marya Grau
Notary Public

My Commission Expires:

8/4/82

NOTARY PUBLIC COOK CO.

CONSENT OF MORTGAGEE

American Heritage Savings and Loan Association, holder of a mortgage on the Property dated ______________, 197_, and recorded ______________________, 197_, as Document No. ______________, hereby consents to the execution and recording of the within Declaration Establishing A Plan For Condominium Ownership, Easements and Restrictions and agrees that said mortgage is subject to the provisions of said Declaration and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said American Heritage Savings and Loan Association, has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Bloomingdale, Illinois, on this ____ day of June, 1979.

By: John C. Best

ATTEST: Phyllis Duen

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, Elise N. Stephens, a Notary Public in and for said County and State, do hereby certify that ________ John C. Best and Phyllis Duen, ________ President and ________ Secretary, respectively, of American Heritage Savings and Loan Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ________ President and ________ Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19TH day of June, A.D. 1979.

Elise N. Stephens
Notary Public

My Commission Expires:
December 7, 1982

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EXHIBIT "A"

Units 120-A, 120-B, 120-C, 120-D, 120-E, 120-F, 122-A, 122-B, 122-C, 122-D, 122-E, 122-F, 124-A, 124-B, 124-C, 124-D, 124-E, 124-F as delineated on the plat of survey of the following described parcel of real estate:

Lot 3 and that part of Lot 13 in Klein Creek Subdivision, being a subdivision in the Northwest Quarter of Section 29, Township 40 North, Range 10 East of the Third Principal Meridian (according to the plat thereof recorded September 5, 1978, as Document No. R78-83777) described as follows: Commencing at the intersection of the East line of Lot 13 (West right-of-way line of Gary Avenue) and the North line of Klein Creek Subdivision (according to Document No. R78-83777) and running thence South 00°06'46: East, 310.00 feet, along said East line of Lot No. 13, for a place of beginning; thence West, 380.13 feet to the East line of Lot 14 in Klein Creek Subdivision, aforesaid; thence South along said East line of Lot 14 and a Southerly extension of said East line a distance of 125.20 feet; thence South 39°49'31" East, 56.80 feet; thence East, 168.14 feet; thence North, 94.00 feet; thence East, 175.76 feet to the said East line of Lot No. 13, thence North 00°06'46" West 74.83 feet to the place of beginning in DuPage County, Illinois.

which survey is recorded in the Office of Recorder of Deeds of DuPage County, Illinois.

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EXHIBIT "B"

Unit No.	Undivided Interest
120-A	5.032%
120-B	5.658%
122-A	5.032%
122-B	5.686%
124-A	5.032%
124-B	5.658%
120-C	5.726%
120-D	5.726%
122-C	5.726%
122-D	5.726%
124-C	5.726%
124-D	5.726%
120-E	5.591%
120-F	5.591%
122-E	5.591%
122-F	5.591%
124-E	5.591%
124-F	5.591%
	100%

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EXHIBIT "C"

BY-LAWS OF
KLEIN CREEK CONDOMINIUM ASSOCIATION

ARTICLE I

MEMBERS

Section 1. Eligibility. Klein Creek Condominium Association, an Illinois not-for-profit organization, shall have one class of membership which shall consist of all of the respective Owners of the property known as and located at ____________________, Carol Stream, Illinois (the "Property"), in accordance with their respective percentages of Undivided Interest in the Common Elements of the Property. The foregoing and other capitalized terms herein are used in these By-Laws as such terms are defined in the Declaration of Condominium Ownership for the Property, which Declaration is recorded in the Office of the Recorder of Deeds in DuPage County, Illinois, as Document No. __________, and incorporated herein by this reference. The words "member" or "members" as used in these By-Laws mean and shall refer to "Owner" or "Owners" as the case may be, as defined in the Declaration.

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Section 2. Succession. The membership of each Owner shall terminate when he ceases to be an Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Condominium or this Association, during the period of such ownership and membership in this Association.

Section 3. Annual Meetings

(a) The Owners shall hold regular annual meetings, one of the purposes of which shall be to elect members to the Board. The first annual meeting of Owners (the "First Meeting"), a purpose of which shall be to elect the Second Board as defined below, shall be held not later than sixty (60) days after the earlier of: (i) the date that Declarant has sold and delivered its deeds for at least seventy-five percent (75%) of the Units; or (ii) three (3) years after the recording of the Declaration; provided, however, if additional Property is annexed pursuant to Section 25 of the Act then: the additional Units contained in said additional Property shall be added to the number of Units described on Exhibit "B" to the Declaration, in computing the aforementioned

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EXHIBIT "C"

BY-LAWS OF
KLEIN CREEK CONDOMINIUM ASSOCIATION

ARTICLE I

MEMBERS

Section 1. Eligibility. Klein Creek Condominium Association, an Illinois not-for-profit organization, shall have one class of membership which shall consist of all of the respective Owners of the property known as and located at ______________________, Carol Stream, Illinois (the "Property"), in accordance with their respective percentages of Undivided Interest in the Common Elements of the Property. The foregoing and other capitalized terms herein are used in these By-Laws as such terms are defined in the Declaration of Condominium Ownership for the Property, which Declaration is recorded in the Office of the Recorder of Deeds in DuPage County, Illinois, as Document No. ____________, and incorporated herein by this reference. The words "member" or "members" as used in these By-Laws mean and shall refer to "Owner" or "Owners" as the case may be, as defined in the Declaration.

Section 2. Succession. The membership of each Owner shall terminate when he ceases to be an Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Condominium or this Association, during the period of such ownership and membership in this Association.

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(a) The Owners shall hold regular annual meetings, one of the purposes of which shall be to elect members to the Board. The first annual meeting of Owners (the "First Meeting"), a purpose of which shall be to elect the Second Board as defined below, shall be held not later than sixty (60) days after the earlier of: (i) the date that Declarant has sold and delivered its deeds for at least seventy-five percent (75%) of the Units; or (ii) three (3) years after the recording of the Declaration; provided, however, if additional Property is annexed pursuant to Section 25 of the Act then: the additional Units contained in said additional Property shall be added to the number of Units described on Exhibit "B" to the Declaration, in computing the aforementioned

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"seventy-five percent (75%)" figure; and the aforementioned three (3) year period shall be extended for an additional three (3) years from the date of recording the amendment to this Declaration and the amendment to the Plat (Exhibit "D") which establishes the annexation of additional land.

(b) Subsequent to the First Meeting, there shall be a regular annual meeting of Owners held each year on or about the anniversary of the First Meeting. All such meetings of Owners shall be held at such place in DuPage County, Illinois, and at such time as specified in the written notice of such meeting.

Section 4. Special Meetings. Special meetings of the Owners may be called by the President or by a majority of the directors of the Board, or by Owners having at least twenty percent (20%) of the votes entitled to be cast at such meeting. Matters subject to the approval of Owners, as set forth in the Act or Condominium Instruments, shall be submitted to the Owners for their approval at special meetings called for such purpose by the President.

Section 5. Delivery of Notice of Meetings. Notices of meetings shall be delivered either personally or by mail to an Owner at the address given to the Board by said Owner for such purpose, or to the Owner's Unit if no address for such purpose has been given to the Board. All such notices shall be delivered to all Owners not less than ten (10) days and no more than thirty (30) days prior to the date of said meeting and shall state the date, time, place and purpose of such meeting. Any notice of any meeting mailed to an Owner shall be deemed delivered upon personal delivery or on the second regular mail delivery day following the day of deposit of such notice in the United States mail, postage prepaid, addressed as aforesaid.

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Section 6. Voting and Voting Rights.

(a) Until the date of the First Meeting as provided in Section 3 above, no member of the Association shall have any voting rights. Commencing with the date of the First Meeting, the aggregate number of votes for all Owners shall be one hundred (100). Each member shall be entitled to a percentage of such votes equal to his Undivided Interest in the Common Elements at the time any matter is submitted to a vote by the members. Notwithstanding the foregoing, if thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%), in the aggregate of the votes for all Owners, then any percentage vote of members specified in the Act or Condominium Instruments shall require the specified percentage by number of Units rather than by percentage of Undivided Interests in the Common Elements that would otherwise be applicable.

(b) If any Unit is owned by more than one person, the voting rights attendant to such Unit shall be exercised by one individual designated as the

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"voting member" by such Owners. The Declarant may exercise the voting rights with respect to Units owned by it. No Owner shall have the right to cumulate his vote in any election of directors.

(c) Except as otherwise specifically provided in the Condominium Instruments, any specified percentage of the members, whether majority or otherwise, for purposes of voting and for all purposes wherever provided in these By-Laws shall mean such percentage of the total number of votes set forth above. Such percentage shall be computed in the same manner as is a specified percentage of the Owners as provided in the Declaration.

Section 7. Quorum. All meetings of the Owners shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. Members holding fifty-one percent (51%) of the Undivided Interests, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members, unless a greater proportion is required by the Act, the Declaration or these By-Laws. The affirmative vote of at least two-thirds (2/3) of the votes entitled to be cast shall be required for the following action: (a) merger or consolidation of the Association; (b) sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the Property and assets of the Association; and (c) the purchase or sale of land or of Units on behalf of all Owners.

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ARTICLE II

BOARD OF DIRECTORS

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Act as the "board of managers," and sometimes referred to herein as the "Board") shall consist of seven (7) members (hereinafter sometimes referred to as "directors"); provided, however, that the First Board, as defined below, shall consist of five (5) members. Directors shall be elected at the regular annual meeting of Association members, except that the directors listed in the Articles of Incorporation of the Association (hereinafter called "members of the First "Board") shall be appointed by and shall serve at the discretion of the Developer. Those candidates for election as director who receive the greatest number of votes cast at the meeting shall be elected. Each of the three (3) persons receiving the highest number of votes at the first regular annual meeting of Owners (hereinafter called "members of the Second Board") shall hold office for a term of two (2) years and until his successor shall be elected and qualified and each of the four (4) persons receiving the next highest number of votes shall hold office for a term of one (1) year and until his successor shall be elected and qualified. In the event of a tie vote, the members of the Board shall determine which members shall have

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the two (2) year terms and which members shall have the one (1) year terms. 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. Members of the First Board need not be Owners and shall be designated from time to time by Developer until the first regular annual meeting of Owners. Board members may be elected to succeed themselves. Notwithstanding the foregoing, any member of the Board reserves the right to resign as a director at any time by submitting his written resignation to the Board.

Section 2. Qualification. Except as provided in Section 1 above, each director shall be an Owner (or, if an Owner is a corporation, a director may be an officer of such Owner, or if an Owner is a partnership, a director may be a partner of such Owner, or if an Owner is a trust, a director may be a beneficiary of such Owner). If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 3. Vacancies.

(a) Subject to Section 3(c) hereof, any vacancy occurring in the Board, other than a vacancy in the First Board, may be filled by majority vote of the remaining members thereof, and any director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the director whom he succeeds.

(b) Vacancies occurring in the First Board may be filled by appointment by the Developer.

(c) If at any time there shall be six (6) vacancies in the Board, the remaining director shall, pursuant to Section 4 hereof, call a special meeting of the Owners for the purpose of electing directors, each such director to hold office for a term equal to the unexpired term of the director whom he succeeds.

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Section 4. Meetings. The Board shall meet at least four (4) times annually, one of the meetings to be held within ten (10) days following the regular annual meeting of Owners. Written notice stating the date, time and place of regular meetings shall be delivered, either personally or by mail or telegram, to a director at the address given to the Board by said director for such purpose not less than forty-eight (48) hours prior to the date of each such meeting.

Special meetings of the Board shall be held upon a call by the President or by a majority of the directors on not less than forty-eight (48) hours notice in writing to each director, delivered personally or by mail or telegram at the address given to the Board by said director for such purpose.

Any director may waive notice of a meeting, or consent to the holdings of a meeting without notice, or consent to any action of the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

All meetings of the Board, whether regularly scheduled or specially called, shall he open to all Owners. Except where such meetings concern the adoption of the proposed annual budget or any increase or establishment of an assessment, notice of each such meeting shall be mailed to each Owner not less than

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forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the persons entitled to such notice before the meeting is convened. With respect to those meetings of the Board where budget or assessment matters are on the agenda, all Owners shall receive written notice of such meetings not less than ten (10) days and not more than thirty (30) days prior to the date of said meeting, stating the time and place of said meeting and the matters to be considered.

Section 5. Removal. From and after the date of the First Meeting, any director may be removed from office by the affirmative vote of Owners owning at least two-thirds (2/3) of the Undivided Interest in the Common Elements at a special meeting called for such purpose.

Section 6. Compensation. Directors shall receive no compensation for their services unless expressly provided for in a resolution duly adopted at any annual or special meeting of the Owners.

Section 7. Quorum and Manner of Acting. A majority of directors shall constitute a quorum for the transaction of business at any meeting of the Board; provided, that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice, until a quorum is present. The act of a majority of the directors in office shall be the act of the Board, except where otherwise provided by law or these By-Laws.

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

(a) To continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and to have such other offices within or without the State of Illinois as it may from time to time determine.

(b) To elect and remove the officers of the Association as hereinafter provided.

(c) The administer the affairs of the Association and the Property.

(d) To engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve.

(e) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof.

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(f) To adopt rules and regulations, with written notice thereof to all Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time.

(g) To establish or maintain one or more bank accounts for the deposit of any funds paid to, or received by, the Board.

(h) To provide for the operation, care, upkeep, landscaping, gardening, snow removal, maintenance, repair, replacement and improvement of the Common Elements and payments therefor.

(i) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent).

(j) To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board.

(k) To prepare, adopt and distribute the amount of the estimated annual budget for the Property, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as hereinafter provided.

(l) Unless otherwise provided herein in the Declaration or in the Act, to comply with the instructions of a majority of the Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Owners.

(m) To settle all disputes between Owners with regard to both Common Elements and adjoining Limited Common Elements.

(n) To have access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

(o) To obtain adequate and appropriate kinds of insurance as provided in Article VI of the Declaration.

(p) To determine the fiscal year of the Association and to change such fiscal year from time to time as the Board deems advisable.

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(q) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.

(r) To bid and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a foreclosure of the lien for Common Expenses under the Act, or an order or direction of a court, or at any other private or public sale, upon the consent or approval of Owners owning not less than seventy-five percent (75%) of the total ownership in the Common Elements, provided that such consent shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such Unit.

(s) To make such mortgage arrangements and special assessments proportionately among the Owners, and such other financing arrangements as the Board may deem desirable in order to close and consummate the purchase of a Unit, or interest therein, by the Association, provided, however, that no such financing arrangements shall be secured by an encumbrance on any interest in the Property other than the encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased and the percentage interest in the Common Elements appurtenant thereto.

(t) To own, encumber, lease, convey and otherwise deal with Units conveyed to or purchased by it.

(u) To act in a representative capacity in relation to matters involving the Common Elements or more than one Unit, on behalf of the Owners, as their interests may appear.

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Section 9. Execution of Instruments. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument (including amendments to the Declaration or these By-Laws which must be executed by the Association) in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

Section 10. Payments. All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

Section 11. Special Receipts. The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

Section 12. Non-Delegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant or delegate to the Board or to the officers of the Association any powers or duties which, by law, have been delegated to the Owners.

ARTICLE III

OFFICERS

Section 1. Designation. At each regular Board meeting following the regular annual meeting of Owners, the directors present at said meeting (provided a quorum is present) shall elect the following officers of the Association by a majority vote:

(a) A President, who shall be a director, and who shall preside over the meetings of the Board and of the Owners, and who shall be the chief executive officer of the Association.

(b) A Secretary, who shall be a director, and who shall keep the minutes of all meetings of the Board and of the Owners, and who shall be designated to mail and receive all notices and execute all amendments to the Condominium Instruments as provided for in the Act, and who shall, in general, perform all the duties incident to the office of Secretary.

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

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

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Section 2. Powers. The respective officers shall have the general powers usually vested in such officers, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified. Officers may be elected to succeed themselves.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer whom he succeeds. Any officer may be removed by a majority of the Board at a regular or special meeting thereof.

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Section 5. Compensation. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted at any annual or special meeting of the Owners.

ARTICLE VI

ASSESSMENTS

Section 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, including but not limited to, salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, reserves, landscaping, gardening, snow removal, insurance, fuel, power and all other Common Expenses, as deemed necessary by the Board. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. To the extent that the assessments and other cash income collected from the Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. A copy of the estimated annual budget for each fiscal year shall be furnished to each Owner at least thirty (30) days prior to its adoption by the Board.

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Section 2. Assessments. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of his proportionate share of the Common Expenses for such year as shown by the annual budget. Except as may be otherwise provided in the Condominium Instruments, such proportionate share for each Owner shall be in accordance with his respective Undivided Interest in the Common Elements as set forth in Exhibit "B" of the Declaration as may be amended from time to time. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in so doing, each Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Owner shall be relieved of his obligation to pay his assessments for Common Expenses by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements.

Section 3. Partial Year or Month. For the first fiscal year, the annual budget shall be as approved by the First Board. If such first year, or any succeeding year shall be less than a full year, then the monthly assessments for each Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of acceptance by each Owner of a deed of conveyance from the Declarant for his Unit, he shall pay his assessment

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for the following month or fraction of a month, which assessment, except as may be otherwise provided in the Condominium Instruments, shall be in proportion to his respective Undivided Interest in the Common Elements as set forth in Exhibit "B" of the Declaration and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

Section 4. Annual Report. Within ninety (90) days after the end of each fiscal year, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Owner an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget for the preceding year, and showing the net excess or deficit of income over expenditures plus reserves, and such other information as the Board may deem desirable. Audited financial statements may be obtained by the Board at its option, the cost of which will be a Common Expense.

Section 5. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, or in the event any nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency and non-recurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Owner, and thereupon a separate assessment shall be made to each Owner for his proportionate share of such supplemental budget. Any such separate assessment, if it involves proposed expenditures resulting in a total assessment to a Unit which equals or exceeds the greater of five times the Unit's most recent monthly assessment or Three Hundred Dollars ($300.00), shall be subject to the affirmative vote of at least two-thirds (2/3) of the total ownership of the Common Elements at a meeting specially called for approving such separate assessment.

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Section 6. Capital Expenditures and Contracts. The Board shall not approve any capital expenditures in excess of Ten Thousand Dollars ($10,000.00) unless required for emergency repair, protection or operation of the Common Elements, or enter into any contract having a term in excess of two (2) years, without the prior approval of Owners owning two-thirds (2/3) of the Unidivided Interests in the Common Elements.

Section 7. Lien. It shall be the duty of every Owner to pay his proportionate share of the Common Expenses, in the same ratio as his Undivided Interest in the Common Elements as set forth in Exhibit "B" of the Declaration or as may be otherwise provided in the Condominium Instruments, and as assessed in the manner herein provided. If any Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof, together with interest at the maximum rate permitted by the laws of the State of Illinois, shall constitute a lien on the interest of such Owner in the Property, his additions and improvements thereto, and upon all of his personal property located in his

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Unit or elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Owner, except for the amount of the proportionate share of Common Expenses which become due and payable from and after the date on which the said mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), files suit to foreclose its mortgage, or causes a receiver to be appointed. The Association or its successors and assigns, or the Board or its agents shall have the right to maintain a suit to foreclose any such liens, and there shall be added to the amount due, the cost of said suit and other fees and expenses, together with legal interest and reasonable attorney's fees to be fixed by the Court. Furthermore, if any Owner shall fail or refuse to pay when due his proportionate share of the Common Expenses and such Owner withholds possession of his Unit after demand by the Board or the Association in writing setting forth the amount claimed, the Board of the Association shall have the right to possession of such Unit. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Forcible Entry and Detainer Act, the Condominium Instruments, or which may be available at law or in equity, for the collection of all unpaid assessments.

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Section 8. Records and Statement of Account.

(a) The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

(b) The Board shall, upon receipt of ten (10) days' written notice to it or to the Association and upon payment of a reasonable fee not to exceed Fifteen Dollars ($15.00), furnish to any Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

(c) Owners shall be permitted to inspect the financial books and records of the Association at any reasonable time or times and for any proper purpose, within seventy-two (72) hours after receipt by the Association of a written request for examination thereof. No Owner shall be denied such a request to examine the records as herein provided.

Section 9. Discharge of Liens. An Owner is not authorized to act in any manner so as to cause any purported mechanic's lien to be asserted against a Common Element. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or the Common Elements, rather than against a particular Unit only. When less than all of the Owners are responsible for the existence or assertion of any such lien, such Owners shall be jointly and severally liable for the amount necessary to discharge

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the same and for all costs and expenses, including attorney's fees, incurred by reason of such lien. Nothing herein shall be deemed an authorization to an Owner to cause any such lien to attach to a Common Element.

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

ARTICLE V

USE AND OCCUPANCY RESTRICTIONS

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Section 1. General. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall, in the judgment of the Board, cause unreasonable noise or disturbance to others.

Each Owner shall maintain his Unit and Limited Common Elements appurtenant thereto in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or telephone antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Association, Board or Managing Agent.

Section 2. Animals. No animals shall be kept in the Common Elements. The Board may from time to time adopt rules and regulations governing the keeping of pets in the Units. Such rules and regulations may prohibit certain species of pets from being kept in the Units. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Unit upon five (5) days' written notice from the Board to the Owner of the Unit containing such pet.

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

Section 4. Use by Developer. During the period of sale of the Units in the Property by Developer, Developer and its agents, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to the Buildings and Property as may be required for sales, construction or other purposes. Until the closing of the sales of all the Units, Developer and its employees may use and show one or more of such unsold or unoccupied Units as a model apartment or appartments and may use one or more of such unsold or unoccupied Units as a sales and/or administrative office, and may maintain customary signs in connection therewith.

Section 5. Storage. Articles of personal property belonging to any Owner, such a baby carriages, bicycles, wagons, toys, clothing and other articles, shall not be stored or kept in the corridors, hallways, lobby or other Common Elements, except in the storage areas specifically designated for the respective Owner by the Board or Managing Agent.

Section 6. Wiring. No Owner shall overload the electircal wiring in 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 the prior written consent of the Association, Board or Managing Agent.

Section 7. Signs. Except as provided in Section 4 above, 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.

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Section 8. Vehicles. The operation of any minibike or snowmobile on the Property is prohibited.

Section 9. Camping and Picnicking. Tents, cooking, picnicking and camping shall be prohibited on the Property, except in such areas as may be designated, and subject to the regulations as may be promulgated by the Board.

ARTICLE VI

CONTRACTUAL POWERS

Section 1. Contracts. No contract or other transaction between this Association and one or more of its directors or between this Association and any corporation, firm, or association in which one or more of the directors of this Association are directors, or are financially interest, shall be void or voidable because such director or directors are present at any meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

(a) The fact of the common directorship or financial interest is disclosed or known to the Board or committee and is noted in the minutes, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; or

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(b) The contract or transaction is just and reasonable to the Association at the time it is authorized or approved.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such a contract or transaction.

ARTICLE VII

AMENDMENTS

Section 1. Amendments. Until the date of the First Meeting of the members, these By-Laws may be amended by the affirmative vote of a majority of directors in office. From and after the date of the First Meeting, these By-Laws may be amended or modified from time to time by action or approval of Owners owning at least two-thirds (2/3) of the Undivided Interest in the Common Elements as set forth in Exhibit "B" of the Declaration, as may be amended from time to time, at a regular meeting or at any special meeting. Article XI and this Article VII may not be amended.

Such amendments shall become effective upon recording such amendments, provided, however, that no provision in these By-Laws may be amended so as to conflict with the Declaration or the Act.

ARTICLE VIII

INDEMNIFICATION

Section 1. General. The Association shall indemnify any person who was or in a party, or is threatened or to be made a party to any threatened or pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a member of the Board or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by or imposed on his in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which is reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful.

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the 57 right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association or a member of any committee appointed pursuant to the By-Laws, of the Association against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in good faith or in or not opposed to the best interests of the Association, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjusted to be liable for negligence or misconduct in the performance of his duty to the Association.

Section 2. Success on Merits. To the extent that a member of the Board, or an officer of the Association, or a member of any committee, appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

Section 3. Determination of Right of Indemnity. Any indemnification under Section 1 shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the member of the Board, or the officer, or the member of such committee is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made: (i) by the Board, by a majority vote of a quorum consisting of those directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or (iii) by a majority of the members of the Association.

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Section 4. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the member of the Board, or the officer of the member of such committee to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VIII.

Section 5. Funding. The Board on behalf of the Association shall have the authority to, and if necessary, shall raise by separate assessment any sums required to discharge its obligations under this Article.

Section 6. Non-Exclusivity. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

The foregoing right of indemnification shall continue as to a person who has ceased to be a member of the Board or an officer, or a member of such committee, and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE IX

SEAL

Section 1. Seal. The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate seal, Illinois."

ARTICLE X

WAIVER OF NOTICE

Section 1. Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of the General Not-For-Profit Act of Illinois or under the provisions of the Condominium Instruments, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

Construction

Section 1. Construction of By-Laws. Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these By-Laws, shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency or conflict between these By-Laws and the aforesaid Declaration, the provisions of the Declaration shall control.

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EXHIBIT "E"

Klein Creek Subdivision, being a subdivision in the Northwest Quarter of Section 29, Township 40 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois, according to the Plat thereof recorded September 15, 1978, as Document No. R78-83777, excepting therefrom,

Lot 3 and that part of Lot 13 in Klein Creek Subdivision, being a subdivision in the Northwest Quarter of Section 29, Township 40 North, Range 10 East of the Third Principal Meridian (according to the plat thereof recorded September 5, 1978, as Document No. R78-83777) described as follows: Commencing at the intersection of the East line of Lot 13 (West right-of-way line of Gary Avenue) and the North line of Klein Creek Subdivision (according to Document No. R78-83777) and running thence South 00°06'46: East, 310.00 feet, along said East line of Lot No. 13, for a place of beginning; thence West, 380.13 feet to the East line of Lot 14 in Klein Creek Subdivision, aforesaid; thence South along said East line of Lot 14 and a Southerly extension of said East line a distance of 125.20 feet; thence South 39°49'31" East, 56.80 feet; thence East, 168.14 feet; thence North, 94.00 feet; thence East, 175.76 feet to the said East line of Lot No. 13, thence North 00°06'46" West 74.83 feet to the place of beginning in DuPage County, Illinois.

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EXHIBIT "E"

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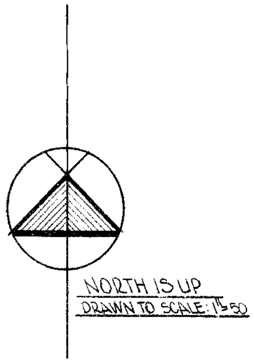
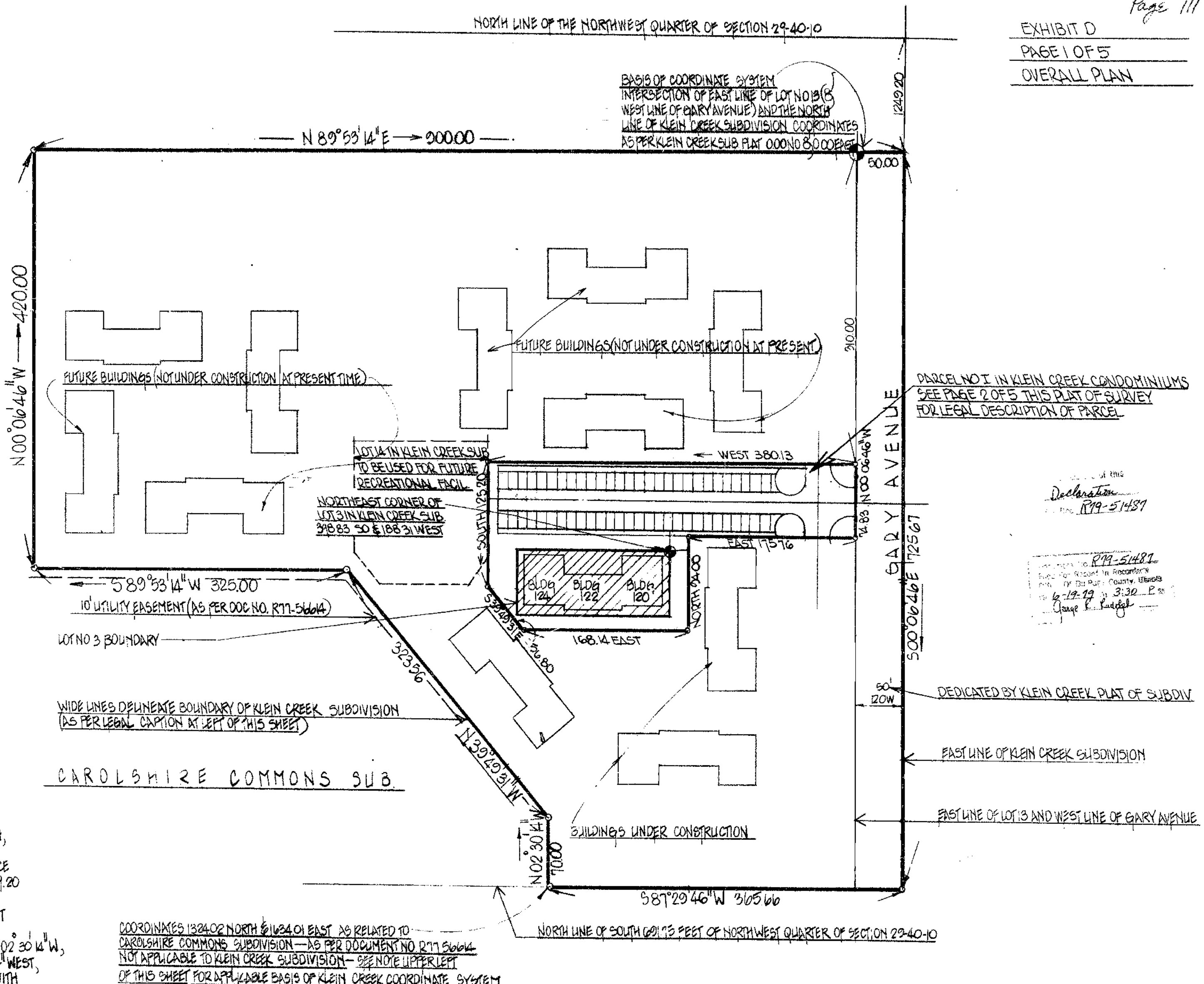
Page 111

EXHIBIT D
PAGE 1 OF 5
OVERALL PLAN





Declaration R79-51487

R79-51487
Filed for Record in Recorder's Office of Du Page County, Illinois
6-19-79 at 3:30 P.M.
George E. Rudolph

NERAL NOTE OF INTENT

S THE INTENT OF THE ANNEXED PLAT TO SHOW THE KLEIN EEK SUBDIVISION AS IT EXISTS AT PRESENT — SHOWING THE CEL WHICH IS BEING BROUGHT IN UNDER THIS PLAT OF SURVEY, RESPECTIVE IMPROVEMENTS, BUILDINGS AND LOT BOUNDARIES O FUTURE BUILDINGS TO BE INCLUDED AS PART OF KLEIN CREEK NDOMINIUMS (BOTH PROPOSED AND UNDER CONSTRUCTION) S PAGE SHALL BE SUPERCEDED BY REVISED OVERALL PLAN VIDED WITH THE PLAT OF SURVEY PROVIDED FOR THE NEXT ASE TO BE BROUGHT INTO THE CONDOMINIUM DEVELOPMENT

AL DESCRIPTION FOR KLEIN CREEK SUBDIVISION

T PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, GE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING HE NORTHEAST CORNER OF SAID NORTHWEST QUARTER AND RUNNING THENCE TH 00°06'46" EAST ALONG SAID EAST LINE OF SAID NORTHWEST QUARTER, 1249.20 TO THE PLACE OF BEGINNING: THENCE CONTINUING SOUTH 00°06'46" EAST NG SAID EAST LINE, 723.59 FEET TO THE NORTH LINE OF THE SOUTH 691.75 FEET MEASURED ALONG SAID EAST LINE) OF SAID NORTHWEST QUARTER; CE SOUTH 87°29'46" WEST ALONG SAID NORTH LINE, 365.66 FEET; THENCE N 02°30'14" W, 0 FEET; THENCE NORTH 39°49'31" WEST, 323.56 FEET; THENCE SOUTH 89°53'14" WEST, GHT ANGLES TO SAID EAST LINE, 325.00 FEET TO A LINE DRAWN PARALLEL WITH 900.00 FEET WEST OF SAID EAST LINE; THENCE NORTH 00°06'46" WEST, ALONG SAID ALLEL LINE, 420.00 FEET; THENCE NORTH 89°53'14" EAST AT RIGHT ANGLES TO SAID LINE, 900.00 FEET TO THE PLACE OF BEGINNING IN DUPAGE COUNTY, ILLINOIS

OVERALL PLAN
KLEIN CREEK

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN BY THE ANNEXED PLAT & DESCRIBED BY THE ABOVE CAPTION WHICH IS A CORRECT, TRUE REPRESENTATION OF SAID SURVEY.

I FURTHER CERTIFY THAT BUILDINGS ON LOTS SHOWN ARE WITHIN PROPERTY LINES SHOWN AND THAT ADJOINING IMPROVEMENTS DO NOT ENCROACH ON SAID PREMISES.

GIVEN UNDER MY HAND AND SEAL THIS 15 DAY OF JUNE A.D. 1979

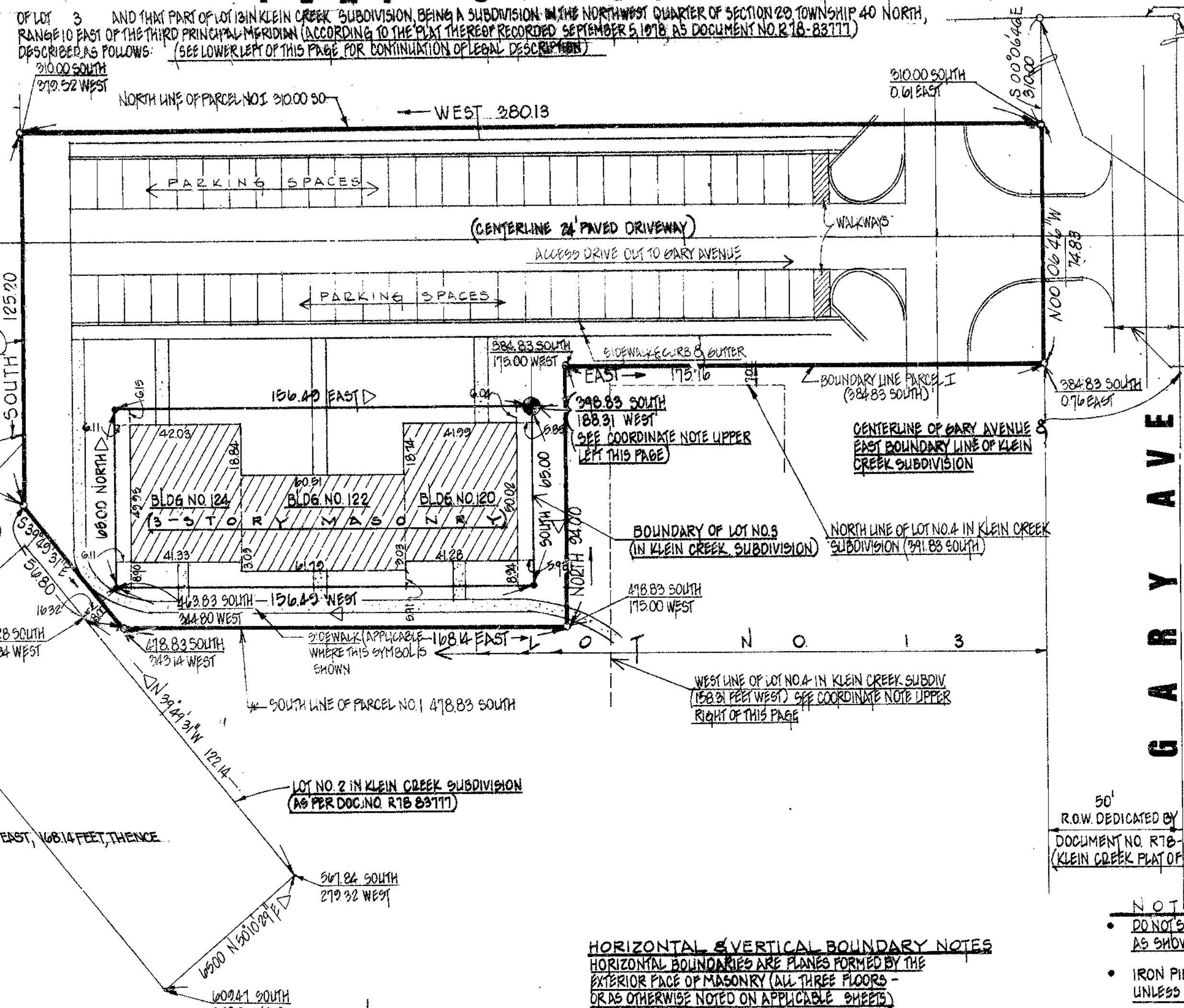
Nunzio Casalino
NUNZIO CASALINO, ILLINOIS REGISTERED LAND SURVEYOR 0. 35-2457

R79-51487

EXHIBIT D
PAGE 2 OF 5
PROPERTY/SITE PLAN

PLAT OF SURVEY

OF LOT 3 AND THAT PART OF LOT 13 IN KLEIN CREEK SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 5, 1978 AS DOCUMENT NO. R78-83777) DESCRIBED AS FOLLOWS: (SEE LOWER LEFT OF THIS PAGE FOR CONTINUATION OF LEGAL DESCRIPTION)



(CONTI)NUATION OF LEGAL DESCRIPTION FROM ABOVE)
(COMM)ENCING AT THE INTERSECTION OF THE EAST (LINE) OF LOT 13 (WEST RIGHT OF WAY LINE OF GARY AVE) (AND T)HE NORTH LINE OF KLEIN CREEK SUBDIVISION (ACCO)RDING TO DOCUMENT NO. R78-83777) AND (RUNN)ING THENCE SOUTH 00°06'46" EAST, 310.00 FEET, (ALON)G SAID EAST LINE OF LOT NO. 13, FOR A PLACE OF (BEGI)NNING; THENCE WEST, 380.13 FEET TO THE EAST (LINE OF) LOT 14 IN KLEIN CREEK SUBDIVISION, AFORESAID; (THENC)E SOUTH ALONG SAID EAST LINE OF LOT 14 AND A (SOUTH)ERLY EXTENSION OF SAID EAST LINE A DISTANCE (OF 1)25.20 FEET; THENCE SOUTH 39°49'31" EAST, 56.80 FEET; THENCE EAST, 168.14 FEET; THENCE (NORTH), 94.00 FEET; THENCE EAST, 175.76 FEET TO THE (E)AST LINE OF LOT NO. 13; THENCE NORTH 00°06'46" WEST (74.83) FEET TO THE PLACE OF BEGINNING IN DUPAGE COUNTY, (ILLIN)OIS. CONTAINING MORE OR LESS 1.076 ACRES

NORTH
SCALE: 1" = 20'

HORIZONTAL & VERTICAL BOUNDARY NOTES

HORIZONTAL BOUNDARIES ARE PLANES FORMED BY THE EXTERIOR FACE OF MASONRY (ALL THREE FLOORS - OR AS OTHERWISE NOTED ON APPLICABLE SHEETS) AND BY THE FINISHED FACE OF SHEETROCK IN THE INTERIOR OF BUILDING

VERTICAL BOUNDARIES ARE PLANES FORMED BY THE FINISHED FLOOR AND THE FINISHED CEILING (UNLESS OTHERWISE NOTED)

ELEMENT NOTE
ALL PATIOS (FIRST FLOOR ONLY) AND ALL BALCONIES (SECOND & THIRD FLOORS) ARE LIMITED COMMON ELEMENTS

NOTE

COORDINATES SHOWN ON THE ANNEXED PLAT OF SURVEY ARE NOT TO BE LIMITED TO USE WITH THIS PLAT OF SURVEY ONLY — SUCCEEDING KLEIN CREEK CONDOMINIUMS PLAT OF SURVEYS SHALL USE THE SAME RELATIVE BASIS OF COORDINATE SYSTEM

NOTES

- DO NOT SCALE DRAWINGS — ALL DIMENSIONS TO BE TAKEN AS SHOWN — REPORT ANY DISCREPANCIES TO SURVEYOR
- IRON PINS WERE SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED ON THE ANNEXED PLAT
- ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF PLUS 68 DEGREES FARENHEIT

STATE OF ILLINOIS) SS
COUNTY DUPAGE)

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN BY THE ANNEXED PLAT & DESCRIBED BY THE ABOVE CAPTION WHICH IS A CORRECT, TRUE REPRESENTATION OF SAID SURVEY

I FURTHER CERTIFY THAT BUILDINGS ON LOTS SHOWN ARE WITHIN PROPERTY LINES SHOWN AND THAT ADJOINING IMPROVEMENTS DO NOT ENCROACH ON SAID PREMISES

GIVEN UNDER MY HAND AND SEAL THIS 15 DAY OF JUNE AD 1979

Nunzio Casalino

NUNZIO CASALINO, ILLINOIS REGISTERED LAND SURVEYOR NO. 35-2451

R79-51487
R79-51187

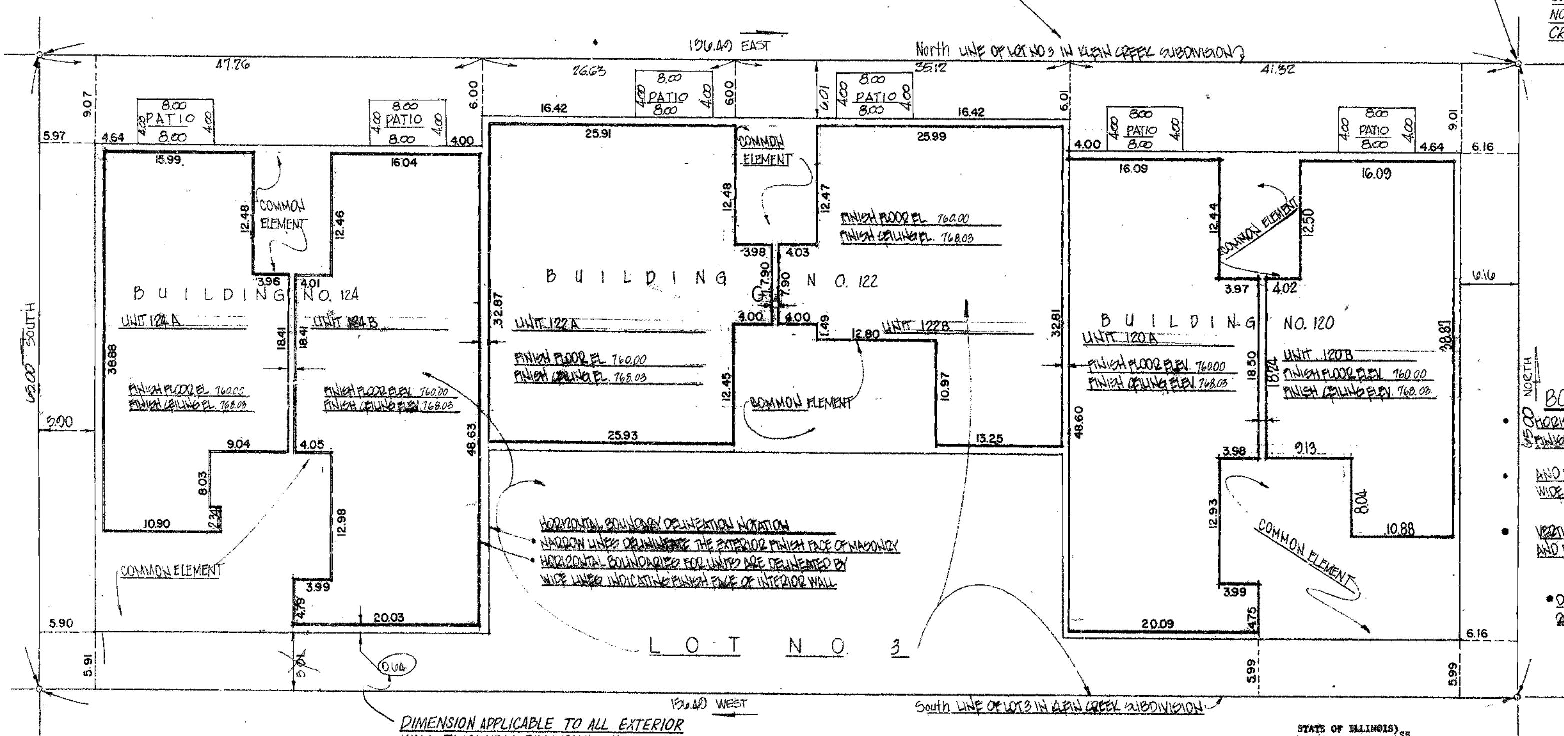
EXHIBIT D
PAGE 3 of 5.
BUILDINGS 120, 122, 124.

SCALE 1"=6'

PATIOS SHOWN ON THIS PAGE ARE TO BE CONSIDERED LIMITED COMMON ELEMENTS

DIMENSIONING NOTATION (APPLICABLE ALL SHEETS)
ALL TIE LINES ARE AT RIGHT ANGLES TO THE LOT PROPERTY LINE UNLESS OTHERWISE NOTED

NORTHEAST CORNER OF LOT 3
398.83 So. & 188.31 WEST OF THE NORTHEAST CORNER OF KLIEN CREEK SUBDIVISION



DIMENSION APPLICABLE TO ALL EXTERIOR WALL THICKNESS DIMENSIONS UNLESS OTHERWISE SPECIFIED ON DRAWING

BOUNDARY NOTES

- HORIZONTAL BOUNDARIES ARE PLANES FORMED BY THE FACE OF FINISH EXTERIOR MASONRY AS DELINEATED BY NARROW WIDTH LINES AND BY THE FINISH FACE OF INTERIOR WALL AS DELINEATED BY WIDE WIDTH LINES
- VERTICAL BOUNDARIES ARE PLANES FORMED BY THE FINISH FLOOR AND BY THE FINISH CEILING
- DO NOT SCALE DRAWINGS ALL DIMENSIONS TO BE TAKEN AS SHOWN REPORT ANY DISCREPANCIES IMMEDIATELY AND AT ONCE TO THE SURVEYOR

FIRST FLOOR BLDGS. 120, 122, 124

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

I HEREBY CERTIFY THAT BUILDINGS ON LOTS SHOWN ARE WITHIN PROPERTY LINES SHOWN AND THAT ADJOINING IMPROVEMENTS DO NOT ENCROACH ON SAID PREMISES.

I FURTHER CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN BY THE ANNEXED PLAT AND AS DESCRIBED BY THE ABOVE WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY.

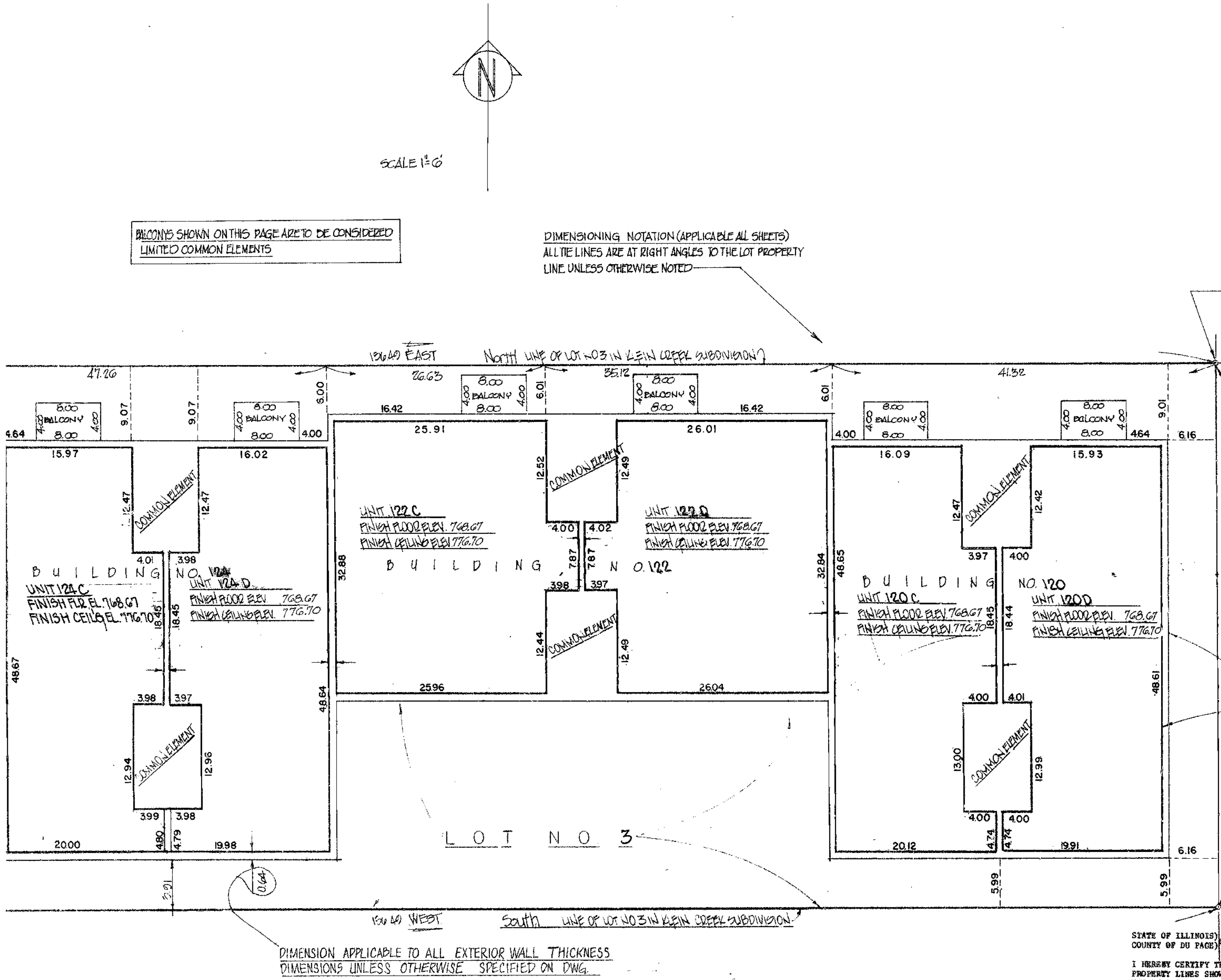
GIVEN UNDER MY HAND AND SEAL THIS 15 DAY June A.D. 1979

CASTLE ENGINEERING COMPANY
113 FAIRFIELD WAY
BLOOMINGDALE, ILLINOIS
60108

UNOFFICIAL COPY

EXHIBIT C
PAGE 4 of 5
BUILDINGS 120, 122, 124.

51487
~~R79-51487~~



BOUNDARY NOTES

- NARROW LINES DELINEATE THE EXTERIOR FINISH FACE OF MASONRY
- HORIZONTAL BOUNDARIES FOR UNITS ARE DELINEATED BY WIDE LINES INDICATING FINISH FACE OF INTERIOR WALL

VERTICAL BOUNDARIES ARE PLANES FORMED BY THE FINISHED FLOOR AND FINISHED CEILING

- HORIZONTAL BOUNDARIES ARE PLANES FORMED BY THE FINISH FACE OF EXTERIOR MASONRY (AS DELINEATED BY NARROW WIDTH LINES) AND BY THE FINISH FACE OF INTERIOR WALL (AS DELINEATED BY WIDE WIDTH LINES)

- DO NOT SCALE DRAWINGS ALL DIMENSIONS TO BE TAKEN AS SHOWN. REPORT ANY DISCREPANCIES AT ONCE TO THE SURVEYOR

2 nd FLOOR BLDGS. 120, 122, 124

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

I HEREBY CERTIFY THAT BUILDINGS ON LOTS SHOWN ARE WITHIN PROPERTY LINES SHOWN AND THAT ADJOINING IMPROVEMENTS DO NOT ENCROACH ON SAID PROMISES.

I FURTHER CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN BY THE ANNEXED PLAT AND AS DESCRIBED BY THE ABOVE WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY.

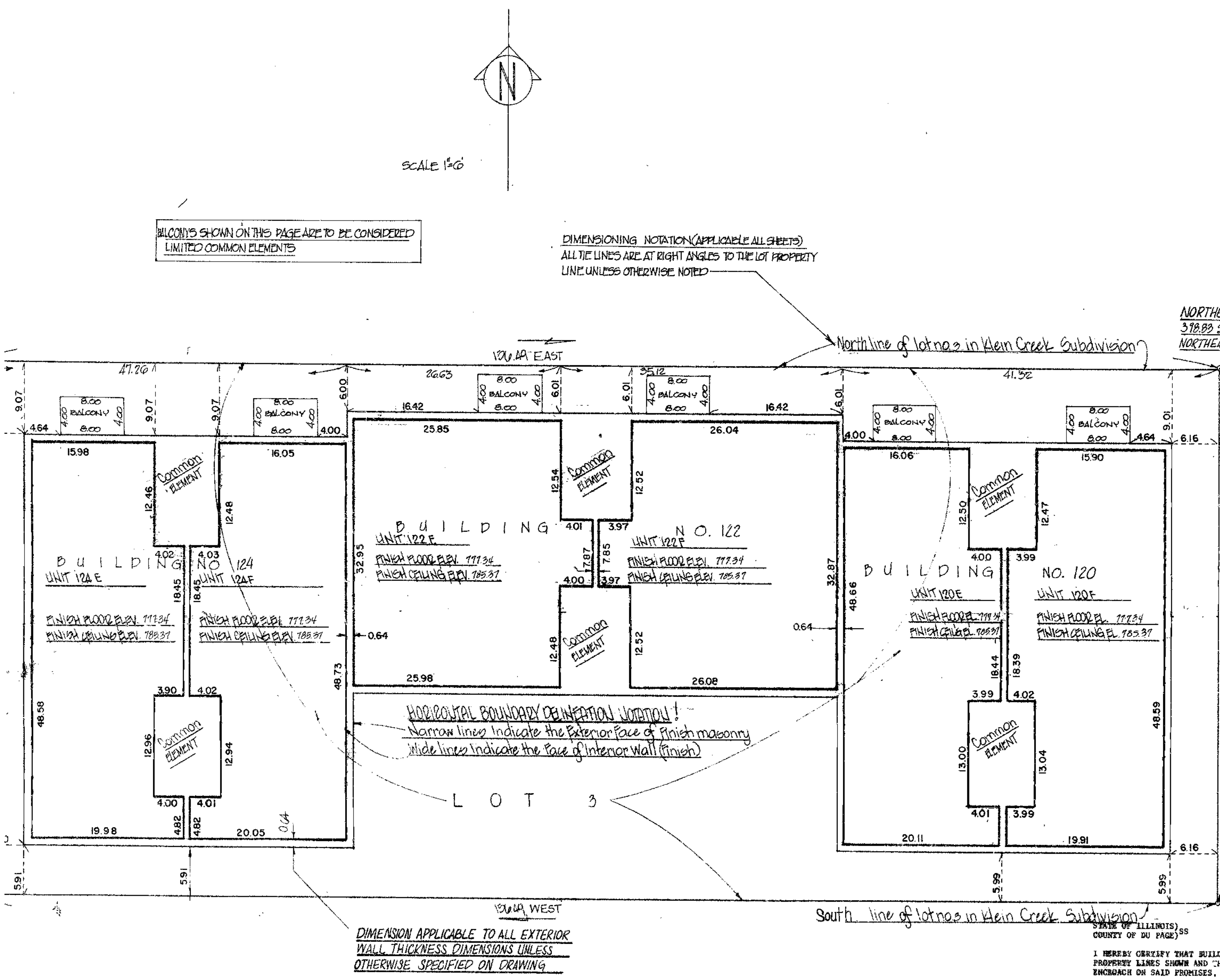
GIVEN UNDER MY HAND AND SEAL THIS 15 DAY JUNE A.D. 19 79

Nunzio Casalino
NUNZIO CASALINO, ILLINOIS REGISTERED LAND SURVEYOR NO. 35-2457

CASTLE ENGINEERING COMPANY
113 FAIRFIELD WAY, SUITE 107
BLOOMINGDALE, ILLINOIS 60108

EXHIBIT C
PAGE 5 of 5
BUILDINGS 120,122,124.

R79-51487



BOUNDARY NOTES
- HORIZONTAL BOUNDARIES ARE PLANES FORMED BY THE FACE OF FINISH EXTERIOR MASONRY DELINEATED BY NARROW LINES AND BY THE FINISH FACE OF INTERIOR WALL AS DELINEATED BY WIDE
- VERTICAL BOUNDARIES ARE PLANES FORMED BY THE FINISH FLOOR SURFACE AND BY THE FINISH CEILING SURFACE

Do not Scale Drawings All Dimensions to be taken as shown Report any discrepancies immediately to the Survey

STATE OF ILLINOIS) SS
COUNTY OF DU PAGE)

I HEREBY CERTIFY THAT BUILDINGS ON LOTS SHOWN ARE WITHIN PROPERTY LINES SHOWN AND THAT ADJOINING IMPROVEMENTS DO NOT ENCROACH ON SAID PROMISES.

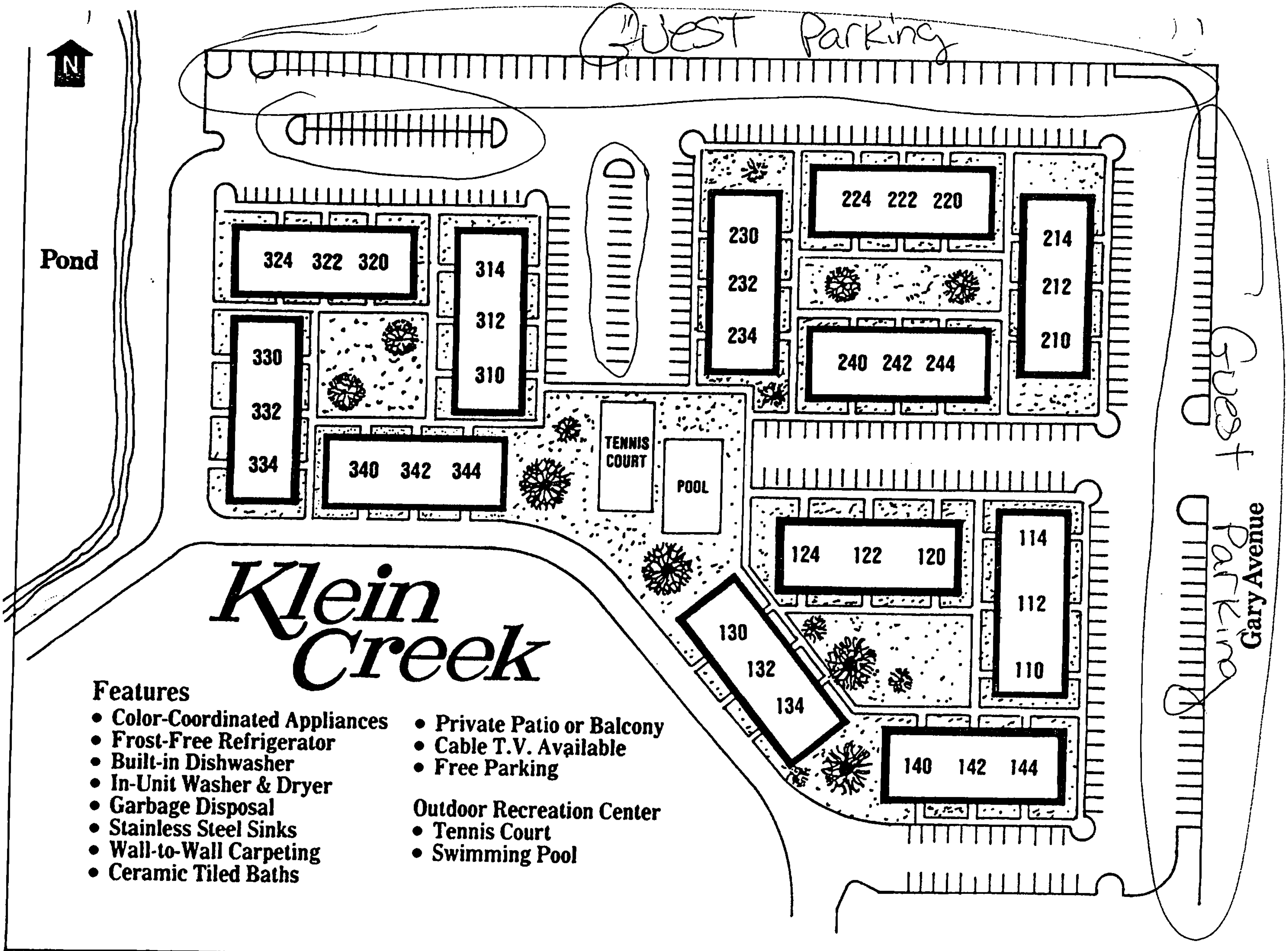
I FURTHER CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN BY THE ANNEXED PLAT AND AS DESCRIBED BY THE ABOVE WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 15 DAY JUNE A.D. 19 79

Munzio Casalino
MUNZIO CASALINO, ILLINOIS REGISTERED LAND SURVEYOR, NO. 35-2457

3RD FLOOR BLDGS. 120, 122, 124

CASTLE ENGINEERING COMPANY
113 FAIRFIELD WAY, SUITE 107
BLOOMINGDALE, ILLINOIS 60108



Klein Creek

Features

- Color-Coordinated Appliances
- Frost-Free Refrigerator
- Built-in Dishwasher
- In-Unit Washer & Dryer
- Garbage Disposal
- Stainless Steel Sinks
- Wall-to-Wall Carpeting
- Ceramic Tiled Baths
- Private Patio or Balcony
- Cable T.V. Available
- Free Parking

Outdoor Recreation Center

- Tennis Court
- Swimming Pool

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SOLD AND MARKETED BY J.M. FLANNIGAN