

Palmer

427638

MAR 11 1980

DECLARATION OF CONDOMINIUM OWNERSHIP
OF PARK EAST TOWNHOME CONDOMINIUM

THIS DECLARATION is made and entered into by CENTEX HOMES MIDWEST, INC., a Nevada corporation (hereinafter referred to as the "Declarant");

WITNESSETH:

WHEREAS, Declarant is the legal title holder of that certain parcel of real estate situated in the County of Lake, State of Illinois, which is legally described on Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, Declarant has or will construct upon said real estate a residential community which is intended to include, when completed, four (4) condominium buildings comprising a total of approximately twenty (20) units, together with attendant common facilities; and

WHEREAS, Declarant intends to and does hereby submit the above-described real estate, together with all buildings, structures, improvements, and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto (hereinafter called the "Property"), to the provisions of the Condominium Property Act of the State of Illinois (hereinafter called the "Act"); and

WHEREAS, Declarant is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, certain easements and rights in, over and upon said Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, Declarant desires and intends that the Unit Owners, mortgagees, occupants and all other persons hereafter acquiring any interest in said Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspects of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof; and

WHEREAS, Declarant desires to reserve unto itself the right to add certain additional real estate which is contiguous to the Property to the provisions of the Act and to the plan for condominium ownership established hereby.

NOW, THEREFORE, Declarant, hereby declares as follows:

ARTICLE I

Definitions

As used herein, unless the context otherwise requires:

(a) "Act" means the "Condominium Property Act" of the State of Illinois.

(b) "Association" means the Park East Townhome Condominium Association, an Illinois not-for-profit corporation.

THIS IS A DUPLICATE OF THE ORIGINAL DOCUMENT THAT HAS BEEN RECORDED BY CHICAGO TITLE INSURANCE COMPANY ON

March 11 1980 *D* 2052005

(c) "Board" means the Board of Directors of the Park East Condominium Association.

(d) "Declaration" means this instrument by which the Property is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as may be from time to time adopted pursuant to the terms hereof.

(e) "Condominium Instruments" means all of the documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-laws of the Association and Plat.

(f) "By-Laws" shall mean the provisions for the administration of the Property, including, but not limited to, assessment, maintenance, use, occupancy and alteration, all as hereinafter set forth or as the same may be from time to time duly amended, the same to have full force and effect whether applied to or by the Declarant, Board, or the Association as hereinabove defined; Articles V, VI, VII, XI, and XXI hereof shall constitute the By-Laws of the Association.

(g) "Parcel" means the parcel or tract of real estate described on Exhibit A of this Declaration, which is hereby submitted to the provisions of the Act.

(h) "Property" means all the land, property, and space comprising the Parcel, and all improvements, including, but not limited to, all facilities necessary for the management of storm waters, and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures, equipment and furnishings intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act. Such term shall include such additional real estate and improvements, if any, as may be submitted from time to time by the Declarant as additional condominium property pursuant to the provisions of Article XXII hereof.

(i) "Unit" means (i) a part of the Property, including one (1) or more rooms and occupying one (1) or more floors or a part or parts thereof, designated and intended for independent use as a single-family residence, or such other incidental uses permitted by this Declaration; and (ii) the contiguous parking garage associated therewith, so specified as a Unit and listed on Exhibit C attached hereto and, by this reference, made a part hereof, and as set forth on the Plat attached hereto as Exhibit B and, by this reference, made a part hereof. Each Unit shall consist of the space enclosed and bounded by any horizontal and vertical planes shown on said Plat; provided, however, that no structural components of the Building located within a Unit, including any walls separating two (2) or more Units or any interior walls located within a Unit, and no pipes, wires, conduits, ducts, flues, shafts or public utility lines, situated within a Unit and forming part of any system serving one or more other Units or the Common Elements, shall be deemed to be a part of a Unit.

(j) "Unit Owner" means the Person or Persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and the undivided interest in the Common Elements appurtenant thereto.

(k) "Majority" or "Majority of the Unit Owners" means the Unit Owners, without regard to their number, owning more than fifty

percent (50%) in the aggregate of the undivided ownership interest in the Common Elements.

(l) "Unit Ownership" means the ownership of a Unit and the undivided interest in the Common Elements appurtenant thereto.

(m) "Buildings" means all structures located on the Parcel and forming part of the Property and containing one or more Units, as shown by the Plat.

(n) "Declarant" means Centex Homes Midwest, Inc., a Nevada corporation, and its successors and assigns.

(o) "Plat" means the plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which Plat is attached hereto as Exhibit B and Recorded simultaneously with the Recording of this Declaration.

(p) "Common Elements" means all of the Property, except the Units, and shall include, but shall not be limited to, the land, foundation, recreational areas, if any, private roads, retention or detention areas, facilities necessary for the management of storm waters, roof, incinerator, pipes, ducts, electrical wiring and conduits, public utility lines, such component parts of walls, floors and ceilings as are not located within the Units, structural components of the Buildings, including structural columns located within the Units, if any, outside walks and driveways, landscaping, and all other portions of the Property except the individual Units. Notwithstanding the foregoing, heating and cooling systems and fixtures located within a Unit and benefiting only that Unit shall not be deemed a Common Element hereunder.

(q) "Limited Common Elements" means a portion of the Common Elements contiguous to and serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically, but not by way of limitation, patios and such portion of perimeter walls, floors and ceilings, doors and windows as lie outside the Unit boundaries as shown on the Plat. The above mentioned Limited Common Elements are hereby assigned to the Units to which they are attached and to which they are an inseparable appurtenance. Driveways, yards and walkways, as delineated in Exhibit B attached hereto, are Limited Common Elements and assigned to the Units as set forth on said Exhibit B hereto.

(r) "Common Expenses" means the proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board which include the expenses of the administration and operation of the Common Elements, and any other expenses incurred in conformance with the Condominium Instruments.

(s) "Occupant" means a person or persons, other than a Unit Owner, in possession of a Unit.

(t) "Developer" shall mean Centex Homes Midwest, Inc., a Nevada corporation, and its successors and assigns.

(u) "First Mortgagee" or other similar phrase shall mean a person, bank, savings and loan association, insurance company or other entity which owns and holds a first mortgage, or first trust deed, with respect to a Unit.

(v) "Record, Recorded or Recording" refers to the recording in the Office of the Recorder of Deeds of Lake County, Illinois.

(w) "Reserves" shall mean those sums paid by Unit Owners which are separately maintained by the Board of Directors for purposes specified by the Board of Directors or the Condominium Instruments.

ARTICLE II

Submission of Property to the Act

The Declarant expressly intends to and, by Recording this Declaration, does hereby submit the Parcel and the Property to the provisions of the Act.

ARTICLE III

Plat

The Plat which is attached hereto as Exhibit B sets forth the measurements, elevations, locations and other data, as required by the Act, including: (i) the Parcel and its exterior boundaries; (ii) the Buildings and each floor thereof; (iii) each Unit in each Building and its horizontal and vertical dimensions; and (iv) all other improvements comprising part of the Parcel.

ARTICLE IV

Unit Identification

Each Unit is identified on the Plat by a distinguishing number or other symbol and shall consist of two (2) contiguous parcels of the Property which taken together shall be deemed a Unit hereunder. The legal description of each Unit shall refer to such identifying number or symbol. 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, and shall be deemed to convey, transfer, encumber or otherwise affect the Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit C attached hereto, even though the same is not expressly mentioned or described therein. Except as provided by the Act or Condominium Instruments, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated or partitioned into any tracts or parcels different from the whole Unit as shown on the Plat.

ARTICLE V

Association of Unit Owners and Administration and Operation of Property

(a) Association. The Declarant shall cause to be incorporated an Illinois not-for-profit corporation to be called the "Park East Townhome Condominium Association," or similar name, which Association shall be the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act and Condominium Instruments. The duties and powers of the Association and its Board of Directors shall be those set forth in its Articles of Incorporation and this Declaration; provided, however, that the terms and provisions of the Act shall control in the event of any inconsistency among the Act, this Declaration, and the Articles of Incorporation. Neither the Board, the Association nor the Unit Owners shall be deemed to be conducting a business of any kind. All funds collected by the Board shall be held and expended for the purposes designated in this Declaration and shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set

forth in Exhibit C (except for such adjustments as the Board may require to reflect any delinquent prepaid and special assessments), and shall be administered in accordance with the provisions hereof. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner. Upon the transfer of a Unit Owner's ownership interest, the new Unit Owner shall simultaneously and automatically succeed to the former Unit Owner's membership in the Association. The Association shall have only one (1) class of membership.

(b) Administration of Property. The direction and administration of the Property shall be vested in the Board of Directors which shall, after the initial Board, consist of five (5) persons who shall be elected in the manner hereinafter set forth; provided, however, that, irrespective of anything else contained in this Declaration, for a period commencing on the date this Declaration is Recorded and ending upon the qualification of the directors elected at the initial meeting of voting members, the Declarant shall have the right to designate and select the persons who shall serve as members of the Board, including the right to designate and select the successors as may be required from time to time, or to exercise the powers of the Board as provided in the Act. Except for directors so designated by the Declarant, each member of the Board shall be one of the Unit Owners and shall reside on the Property; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board, so long as any such agent or beneficiary (other than a person designated by the Declarant) resides on the Property.

(c) Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Unit Owner or one of the group composed of all the Unit Owners of a Unit Ownership, or be some person designated by such Unit Owner or Unit Owners of a Unit Ownership to act as proxy on his or their behalf and who must be a Unit Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or Unit Owners of a Unit Ownership. Any or all such Unit Owners may be present at any meeting of the voting members and may vote or take any other action as a voting member, either in person or by proxy. The total number of votes of all voting members shall be one hundred (100) (sometimes hereinafter referred to as the "Total Vote"), and each Unit Owner or group of Unit Owners of a Unit Ownership shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit C, except as otherwise provided in this Paragraph (c). The person designated by the Declarant shall be the voting member with respect to any Unit Ownership owned by the Declarant. At any time, in the event that thirty percent (30%) or less of the total number of Units control in excess of fifty percent (50%) of the total votes of the Association, any provision herein which requires a vote by Unit Owners holding a certain percentage of the total vote shall require, in lieu thereof, that the percentage required be based on the number of Units rather than the percentage of the votes allocable to Units pursuant to their respective percentage of ownership in the Common Elements.

(d) Meetings.

(1) Quorum. Meetings of the voting members shall be held at the Property in Lake County, Illinois, or at such other place in Lake County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having thirty percent (30%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting. Representatives of first mortgage lienholders shall be permitted to attend all meetings of the Association but shall not vote unless and until said lienholders hold title to a Unit. Cumulative voting is not permitted.

(2) Initial and Annual Meeting. The initial meeting of the voting members shall be held upon ten (10) days written notice given by the Declarant. Said initial meeting shall be held no later than the first to happen of (i) sixty (60) days after the date the Declarant has sold and delivered its deeds for at least seventy-five percent (75%) of the Units (by number) or (ii) three (3) years from the date of the Recording of this Declaration; provided, however, that if additional property is added to the Property pursuant to Section 25 of the Act and Article XXII of this Declaration, (a) then the additional Units contained in the additional property shall be added to the number of Units hereby submitted to the Act, in computing the aforementioned seventy-five percent (75%) figure, and (b) 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 contemplated under Article XXII hereof. Thereafter, there shall be an annual meeting of the voting members on the first Monday of November following such initial meeting, and on the first Monday of November of each succeeding year thereafter at 8:00 p.m., or at such other reasonable time or date as may be designated by written notice of the Board delivered to the voting members.

(3) Special Meetings. Special meetings of the voting members may be called at any time after the initial meeting provided for in subparagraph (2) of this Paragraph (d) for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose, provided, however, that the following matters shall require the approval of voting members having not less than two-thirds (2/3) of the total votes: (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and (iii) the purchase or sale or lease of Units or other real estate on behalf of all Unit Owners. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Association, or by respect to which such voting right appertains, if no address has been given to the Board, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting.

(e) Notices of Meetings. Except as otherwise provided herein, notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been

given to the Board, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting.

(f) Board of Directors.

(1) The initial Board of Directors designated by the Declarant pursuant to Paragraph (b) hereof shall consist of three (3) directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date this Declaration is Recorded and ending upon the qualification of the directors elected at the initial meeting of voting members held as provided in Paragraph (d) hereof. Said initial Board may, on behalf of the Declarant, exercise the rights and powers reserved in Article XXIV hereof. At the initial meeting of voting members held as provided in Paragraph (d) hereof, the voting members shall elect the Board, consisting of five (5) members. In all elections for members of the Board, each voting member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting, five (5) Board members shall be elected. The three (3) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. The election and term of office as between candidates receiving the same number of votes shall be determined by lot. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each; provided, however, that a member of the Board may hold successive terms of office. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the number of Board members or the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3) and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the voting members present at the meeting at which the vacancy occurs, the next annual meeting or a special meeting of the voting members called for such purpose. Except as otherwise provided in this Declaration, the Property shall be managed, controlled, and otherwise dealt with by the Board and the Board shall act, except where a greater vote is specified herein, by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held, and conducted in accordance with such regulations as the all notices and execute all amendments hereto as provided herein and in the Act, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of the Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect from among the members of the Board. All officers of the Association shall serve for a term of one (1) year or until their successors are elected as provided for herein. Officers may hold successive terms of office.

(2) The Board shall elect from among its members a President who shall preside over both its meeting and those of the voting members, and who shall be the chief executive officer of the Board

and the Association and who shall be designated to mail and receive all notices and execute all amendments hereto as provided herein and in the Act, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general perform all the duties incident to the office of the Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect from among the members of the Board. All officers of the Association shall serve for a term of one (1) year or until their successors are elected as provided for herein. Officers may hold successive terms of office.

(3) Except for directors designated by Declarant pursuant to Paragraph (b) hereof, any Board member may be removed from office, at any time after the election of directors at the initial meeting of voting members pursuant to Paragraph (d) hereof, by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

(4) Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than five (5) days prior to the date of such meeting. The purpose for which such meeting is called shall be stated in the notice.

(5) All meetings of the Board shall be open to attendance by any Unit Owner and, except as otherwise provided herein, notices of such meeting shall be mailed or delivered not later than forty-eight (48) hours prior to such meeting unless a written waiver of such notice is signed by the Unit Owner entitled to such notice prior to the convening of such meeting.

(6) Within sixty (60) days following the election of a majority of members of the Board other than those members designated by the Declarant, the Declarant shall deliver to the Board the following:

(A) All original documents pertaining to the Property and its administration including this Declaration, the Articles of Incorporation for the Association, a minute book containing the minutes of any meetings held by the Association and any rules and regulations governing the Property;

(B) A detailed accounting by the Declarant setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property;

(C) Any Association funds on hand which shall at all times be segregated from any other funds of the Declarant;

(D) A schedule of all personal property, equipment and fixtures owned by the Association, including documents such as invoices or bills of sale, if available, evidencing transfer of title to such property.

(g) General Powers of the Board. The Board shall have the following general powers:

(1) Subject to the rights reserved by the Declarant pursuant to Article XXIV hereof, the Board may engage the services of an

agent to manage the portions of the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board, provided, however, that any agreement for professional management shall provide for termination for cause by the Association upon thirty (30) days written notice and shall have a term not to exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods. All institutional first mortgage lien-holders shall be given ten (10) days prior written notice of any decision to terminate professional management and assume self-management of the Property.

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

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

(4) The Board's powers hereinafter enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund (as subsequently defined herein) any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration or unless required for emergency repair, protection or operation of the Common Elements), requiring an expenditure in excess of Thirty Thousand and No/100 Dollars (\$30,000.00) without in each case the prior written approval of Unit Owners owning sixty-six and two-thirds percent (66 2/3%) of the total ownership interest in the Common Elements.

(5) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board. The managing agent of the Property may be authorized to execute those documents required to enable it to perform its duties under its management agreement.

(6) The Board by vote of at least a majority of the Board, and without approval from any of the voting members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all voting members.

(7) Prior to the election by voting members of the first Board, the Declarant shall, subject to the terms of the Condominium Instruments, have the authority to lease or to grant licenses, concessions and contracts with respect to any part of the Common Elements, upon such terms as the Declarant deems appropriate. Upon election of the first Board, and thereafter, the Board by a vote of

a majority of the persons on the Board shall have the same authority as aforesaid. All income derived from leases, licenses, concessions or contracts shall be held and used for the benefit of the Unit Owners and shall be deposited into the maintenance fund (as subsequently defined herein).

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

(9) The Board shall have the power to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to an order of direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than sixty-six and two-thirds percent (66 2/3%) in the aggregate of the undivided ownership of the Common Elements.

(10) The Association through its Board, on behalf of Unit Owners, as their interests may appear, shall have standing to act in a representative capacity and shall have full power and authority to do and perform all and every act, including compromise of any claim, which might or could be done, performed or compromised by Unit Owners in relation to matters involving the Common Elements or more than one Unit.

(11) The Board shall have the power to exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Declaration or the Act.

(12) The Board for the benefit of all the Unit Owners shall acquire and shall pay out of the maintenance fund hereinafter provided for, the following:

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

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

(C) Painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the outside windows and frames which the Unit Owners shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

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

(E) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property

or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners: Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Unit Owners.

(F) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the Building, and a Unit Owner has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair. In furtherance thereof, the Board or managing agent of the Property, if any, or their agents and employees, shall have a right of access to the Units for the purposes herein set forth.

(h) Amendment of By-Laws. The By-Laws may be amended or modified from time to time by action or approval of the voting members having at least two-thirds (2/3) of the total votes, provided, however, that no provision in the By-Laws may be amended or modified so as to conflict with the provisions of the Act. Such amendments shall be recorded in the Office of the Recorder of Deeds of Lake County, Illinois.

ARTICLE VI

Non-Liability of Directors and Others

Neither the Association or the Declarant, nor any agent, sub-agent, director, officer or partner thereof, shall be personally liable to the Unit Owners or others for any mistake of judgment or for any acts or omissions made in good faith. The Unit Owners shall indemnify and hold harmless each of the aforesaid parties and their respective successors. It is also intended that the liability of any Unit Owner arising out of any contract made by any such indemnified party, or arising out of the aforesaid indemnity in his favor, shall be limited to such proportion of the total liability thereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage of interest of all the Unit Owners in the Common Elements. Every agreement made by any of such indemnified parties on behalf of the Unit Owners shall provide that any indemnified party is acting only as agent for the Unit Owners or for the Association.

ARTICLE VII

Board's Determination Binding

In the event of any dispute or disagreement between Unit Owners relating to the Property or any question 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 Unit Owners.

ARTICLE VIII

Ownership of the Common Elements

Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Unit Owners of the Prop-

erty. The extent or amount of such ownership shall be expressed by the percentage amount set forth in Exhibit C attached hereto and shall remain constant unless changed in accordance with (i) the unanimous approval of all Unit Owners or (ii) the rights reserved by the Declarant under Article XXII hereof.

So long as the Property is subject to the provisions of the Act, the Common Elements, except as otherwise provided in the Act, shall remain undivided and no Unit Owner shall bring any action for a partition or division of the Common Elements.

ARTICLE IX

Use of the Common Elements

Each Unit Owner shall have the non-exclusive right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of access, ingress to and egress from, use, occupancy and enjoyment of his respective Unit. Such right to use the Common Elements shall extend to each Unit Owner, his agents, servants, tenants, family members, invitees and licensees. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving or otherwise assigned to his Unit by the Condominium Instruments. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, Condominium Instruments and rules and regulations adopted from time to time by the Association or the Board.

Those portions of the Common Elements which are designated on the Plat as "Green Area," "Open Area," "Open Space," "Recreational Area," "Lake," "Retention Area," or "Detention Area" (collectively referred to herein as "Open Spaces") shall be and forever remain subject to the following covenants, conditions and restrictions:

(1) The Open Spaces, including, but not limited to, all storm water management facilities forming a part thereof, shall be maintained by the Association for the mutual comfort, convenience, enjoyment, health, safety, recreation, and benefit of all Unit Owners and in accordance with all applicable laws, ordinances, regulations or codes of any state, village, county or other governmental authority having jurisdiction over the Property;

(2) No permanent or temporary structure, improvement, building or facility of any kind or size shall be erected or maintained on the Open Spaces; provided, however, that the following shall not be deemed a violation hereof: (i) water and utility lines and drainage facilities; (ii) hedges, vegetation, ornamental trees and open patios; and (iii) buildings, structures, facilities, and surfaces which are consistent with the intended recreational use of the Open Spaces or use of the Open Spaces for the management of storm water;

(3) No interference with, or modification or change of any kind shall be caused or permitted with respect to (i) the shape, slope, contour, engineering, design, and landscaping of any portion of the areas designated on the Plat as "Lake," "Detention Area" or "Retention Area"; and (ii) the continued use and operation of such Detention Areas and Retention Areas for the management of storm waters; and

(4) The County of Lake, Illinois, shall have the right to inspect the Lake, Detention Area and Retention Area and any improvements or structures erected thereon for the purpose of ensuring the continued compliance with and enforcement of the covenants, condi-

tions and restrictions set forth herein, and the County of Lake, Illinois, may act for and on behalf of the Association to correct any deficiency in or violation of the Association's duties or responsibilities with respect to the Open Spaces, and shall be entitled to reasonable reimbursement from the Association for any funds expended therefor.

The covenants, conditions, and restrictions set forth herein are made for the benefit of the Unit Owners and the County of Lake, Illinois, and either or both of said parties may enforce the same at law or in equity and may, without limiting the generality of the foregoing, bring suit to enjoin the violation thereof or any action to recover from the Association damages suffered therefrom. Any failure on the part of the Association or the County of Lake, Illinois, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter.

The Board shall have exclusive authority from time to time to adopt or amend administrative rules and regulations governing the use, occupancy and control of the Common Elements as more particularly provided in the By-Laws; provided, however that any rules or regulations heretofore adopted governing the use, occupancy or control of the Lake, Detention Area or Retention Area shall not be in violation of applicable zoning or other governmental ordinances or regulations. The Board shall have authority to lease or to grant licenses or concessions with respect to parts of the Common Elements, subject to the provisions of the Condominium Instruments. All income derived from leases, licenses or concessions shall be held and used for the benefit of all Unit Owners.

ARTICLE X

Limited Common Elements

Each Unit Owner shall be entitled to the exclusive use of all floors, ceilings and stairways located within his Unit and those portions of the Building which form the perimeter of the space comprising his Unit and of the doors, windows, entry-ways, and fixtures and structures which are components thereof. Those walls which form part of the perimeter of more than one Unit shall be used exclusively by the Unit Owners of each of such Units.

Each Unit Owner shall be entitled to the exclusive use of those portions of the Common Elements which are designated on the Plat as Limited Common Elements and are contiguous to his Unit. Such Limited Common Elements shall be legally described by their identifying symbols, as shown on the Plat and every such description shall be deemed good and sufficient for all purposes and shall include for the Unit Owner as a right and benefit appurtenant to his Unit, a grant of a perpetual and exclusive use consisting of the right to use such Limited Common Elements as a driveway or for recreational purposes.

Each deed, lease, mortgage or other instrument affecting a Unit Ownership shall include the specific Limited Common Elements allocated to the Unit and any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the Limited Common Elements appurtenant thereto, shall be deemed and taken to include such Limited Common Elements even though not expressly mentioned or described therein.

The use and enjoyment of those Limited Common Elements benefiting and assigned to a single Unit shall be subject to and governed by the provision of the Act, Condominium Instruments and rules and regulations adopted from time to time by the Association or the Board.

ARTICLE XI

Common Expenses - Maintenance Fund

(a) Preparation of Estimated Budget. Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before November 15 notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof, and containing each Unit Owner's respective assessment provided, however, that such annual budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. The annual budget shall also take into account the net available cash income for the year derived from the operation or use of the Common Elements. Subject to the provisions of Paragraph (h) hereof, said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit C attached hereto. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessments made pursuant to this paragraph. On or before April 1 of each calendar year following the initial meeting, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall be prepared by a certified public accountant. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting subject, however, to the provisions of Paragraph (b) hereof.

(b) Reserve for Contingencies and Replacements - Supplemental Budget. The Association shall build up and maintain a reasonable reserve for contingencies and replacements, which reserve shall be segregated and allocated for specific purposes. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portion of the contingency and replacement reserve which remains unallocated. If the "estimated cash requirement" proves inadequate for any reason or in the event a non-recurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of the year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. Any such separate assessment, if it involves proposed expenditures resulting in a total payment assessed to a Unit equal to the greater of (i) five times the Unit's most recent monthly assessment or (ii) Three Hundred Dollars (\$300.00), shall be subject to the affirmative vote of at least two-thirds (2/3) of the total ownership of the Common Elements at a meeting specifically called for approving such separate assessments. Any costs set forth in such supplemental budget shall be Common Expenses.

(c) Initial Budget. The Board appointed by the Declarant shall determine and adopt, prior to the conveyance of the first Unit hereunder, the "estimated cash requirement" for the initial period commencing with the first day of the month in which the sale of the first Unit is closed

and ending on December 31 of the calendar year in which such sale occurs and shall continue to determine the "estimated cash requirement" for each succeeding calendar year until such time as the first Board elected hereunder takes office. Assessments shall be levied against the Unit Owners during said periods as provided in Paragraph (a) of this Article XI.

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

(e) Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection at the office of the Association, if any, by any Unit Owner or any holder of a first mortgage lien on a Unit Ownership, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

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

(g) Start-Up Costs. At the time the initial sale of each Unit is closed, the Purchaser of the Unit shall pay to the Association an amount equal to two (2) times the first full monthly assessment for such Unit. This sum shall be used and applied for start-up costs and as a working capital fund in connection with all initial operating expenses for the Common Elements. This payment shall not be refundable or be applied as a credit against the Unit Owner's monthly assessments.

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

ARTICLE XII

Separate Mortgages

Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his Unit and the ownership interest in the Common Elements appurtenant thereto. Except as otherwise provided herein, no Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof.

ARTICLE XIII

Separate Real Estate Taxes

Real estate taxes shall be separately taxed to each Unit Owner for his Unit and the corresponding percentage of ownership in the Common Elements appurtenant thereto, as provided in the Act. In the event that for any year such taxes are not separately taxed to the Unit Owners, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his percentage of ownership in the Common Elements. The Board shall have authority to advance Association funds in payment of all or a portion of such taxes pending receipt from the Unit Owners of their proportionate shares thereof.

ARTICLE XIV

Insurance

(a) The Board shall have the authority to and shall obtain insurance for the Property as follows:

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

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

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

(4) Such workman's compensation insurance as may be necessary to comply with applicable laws.

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

(6) A fidelity bond indemnifying the Association or its management agent or of any other person handling the funds of the Association, the Board or the Unit Owners in an amount at least equal to one hundred twenty-five percent (125%) of the total annual budget for the Property, unless a greater amount is required by the Federal National Mortgage Association.

(7) In the event that the Secretary of Housing and Urban Development or any local governmental body or bodies shall determine from time to time that the Property is situated in a flood plain or is subject to special flooding hazards, flood insurance in such amounts as the Board shall deem desirable.

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

The premiums for the above-described insurance shall be Common Expenses.

(a) All insurance provided for in this Article XIV shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois.

(b) All policies of insurance of the character described in subparagraphs (1) and (2) of Paragraph (a) of this Article XIV: (i) shall name as named insureds as their respective interests appear the Declarant so long as it has an insurable interest in the Property, and the Board as trustees for the Unit Owners in the percentages established in Exhibit C to this Declaration; (ii) shall be without contribution as respects other policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units or the additions and improvements made by the Unit Owners to their respective Units; (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; and (iv) shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least thirty (30) days' prior written notice to the first mortgage lienholders of each Unit. Policies of insurance of the character described in subparagraph (1) of Paragraph (a) hereof may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in subparagraphs (1) and (2) of Paragraph (a) hereof, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

(c) All policies of insurance of the character described in subparagraphs (3), (4), (5), (6), and (7) of Paragraph (a) of this Article XIV shall name as named insureds each Unit Owner and their spouses individually and severally, and the Association, Board and its managing agent, and the other agents and employees of the Association, Board and managing agent and the Declarant so long as they have an insurable interest in the Property. In addition, all policies of insur-

ance of the character described in subparagraph (1) of Paragraph (a) hereof shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Declarant, the managing agent, their respective employees and agents and the Unit Owners and occupants and shall cover claims of one or more insured parties against other insured parties.

(d) The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums on the policies of insurance described in Paragraph (a) hereof at least thirty (30) days prior to the expiration dates of the respective policies.

(e) The loss, if any, under any policies of insurance of the character described in subparagraphs (1) and (2) of Paragraph (a) of this Article XIV, shall be payable, and the insurance proceeds paid, on account of any such loss shall be applied and disbursed to the Board or to any bank or trust company authorized to accept and execute trusts in the State of Illinois and which may have been designated by the Board to act as trustee for the Board pursuant to the Act for the purpose of collecting and disbursing insurance proceeds (the "Insurance Trustee"). Such proceeds, less the actual costs, fees and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, if any, shall be applied by the Board or the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. The proceeds shall be paid by the Board or the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of the proceeds of insurance by the Insurance Trustee.

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

(g) Each Unit Owner shall be required to report all additions or alterations to his Unit promptly in writing to the Board, without prior request from the Board or the managing agent, if any, and to reimburse the Board for any additional insurance premiums attributable thereto. A Unit Owner shall be responsible for any deficiency in insurance loss recovery resulting from his failure to so notify the Board. The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements unless and until the Unit Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for additional premiums, if any, and upon the failure of a Unit Owner to do so, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. "Additions" or "alterations" shall mean property attached to the Unit and not readily removable without damage to the Unit. The insurance coverage described in this Paragraph (g) shall not be deemed to include

personal property which is owned by the Unit Owner and not attached to the Unit.

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

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

(2) Cancellation of Insurance. No insurance required under subparagraph (1), (2), or (3) of Paragraph (a) hereof may be cancelled, including cancellation for nonpayment of premiums or substantially modified without at least thirty (30) days prior written notice to all named insureds thereunder.

ARTICLE XV

Damage, Destruction, Condemnation and Restoration of Building

(a) Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies of insurance against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within one hundred eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided or to withdraw all or a part of the Property from the provisions of the Act, then such repair, restoration or reconstruction shall not be undertaken.

(b) Insufficient Insurance. In the event the Property, or any part thereof, shall suffer damage or destruction from any cause and the proceeds of any policy insuring against such loss or damage, and payable by reason thereof, shall be insufficient to pay the cost of repair, restoration or reconstruction, or the Property is not insured against the peril causing the loss or damage, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction, repair or restoration within one hundred eighty (180) days after said damage or destruction, then the provisions of the Act in such event shall apply; provided, however, that if only a portion of the Property is withdrawn from the provisions of the Act and said portion contains one (1) or more Units, the net proceeds of any insurance policies payable by reason of such damage or destruction shall be divided among the Unit Owners directly affected thereby according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit C attached hereto, after paying out of the share of the Unit Owners thus affected the amount of any unpaid liens on such Units, in the order of priority of such liens. The Unit Owner of a Unit which is removed in part or in whole from the provisions of this Declaration shall be liable for the payment of assessments based on the percentage of interest in the Common Elements, if any, thereafter allocated to the Unit. Notwithstanding the foregoing, if such damage or destruction renders uninhabitable fewer than one-half (1/2) of the Units, then, upon the affirmative

vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Board shall cause the Property or any affected part thereof to be repaired and reconstructed. Such meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the damage or destruction. At such meeting, the Board, or its representative, shall present an estimate of the cost of repair or reconstruction and the estimated amount of necessary separate assessments to be levied against each Unit Owner.

(c) Condemnation.

(1) If any Common Elements are subject to a taking or condemnation by competent authority, the Association shall, if necessary, restore the remaining Common Elements to conform as closely as possible to the general design, structure and materials used with respect to the Common Elements as they existed prior to the taking or condemnation. Any proceeds or awards made to the Association in connection with any such taking or condemnation shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be, in the discretion of the Board, either (i) applied to pay the Common Expenses or (ii) distributed to the Unit Owners and their respective first mortgagees, as their interests may appear, based on their current percentage of interest in the Common Elements. Any proceeds available from a taking or condemnation of any Limited Common Elements shall be divided among the Unit Owners directly affected thereby in accordance with their respective percentages of interest in the Common Elements.

(2) In the case of a taking or condemnation by competent authority of a portion of the Property which contains one (1) or more Units, the proceeds or awards made available in connection with any such taking or condemnation shall be divided among the Unit Owners directly affected thereby according to each Unit Owner's percentage of interest in the Common Elements as set forth in Exhibit C attached hereto, after paying out of the share of the Unit Owners thus affected the amount of any unpaid liens on the Units, in the order of priority of such liens. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Act and the court which has jurisdiction of the action shall adjust the percentage of interest in the Common Elements of the remaining Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. The President and Secretary of the Association shall execute and record an instrument on behalf of the Association as required by the Act which amends this Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the percentage of interest in the Common Elements as a result of an occurrence covered by this subparagraph (2) of Paragraph (c). From and after the effective date of the amendment referred to in the preceding sentence, the Unit Owner of a Unit which is removed in part or in whole from the provisions of this Declaration shall only be liable for the payment of assessments based on the percentage of interest in the Common Elements, if any, allocated to the Unit in the amendment.

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

ARTICLE XVI

Sale of the Property

At a meeting duly called for such purpose, the Unit Owners by affirmative vote of at least seventy-five percent (75%) of the total vote of the voting members of the Association, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under Article XXX of this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale; provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by an appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select a qualified appraiser, experienced in the appraisal of condominium units in Lake County, Illinois, and the two (2) so selected, shall select a third appraiser, experienced in the appraisal of condominium units in Lake County, Illinois, and the fair market value, as determined by a majority of the three (3) so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE XVII

Maintenance, Repairs, and Replacements

(a) By the Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Building excluding, however, interior wall, ceiling and floor surfaces. Maintenance of the exterior of the Building, including all painting thereof, shall be provided by the Association as part of the Common Expenses. In addition, except as provided in Paragraph (c) of Article II hereof, the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under Paragraph (b) below or any other provision of this Declaration. Maintenance, repairs and replacements of the Common Elements (except as otherwise specifically provided herein) shall be furnished by the Association as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association. The Association shall furnish, as part of the Common Expenses, all landscaping and snow removal in connection with the Common Elements, including the Limited Common Elements assigned to the respective Units. Each Unit Owner shall cooperate with the Association in the performance of the landscaping and snow removal of the Limited Common Elements and shall not make, place, or install on said Limited Common Elements any impediments or obstructions thereto. Scavenger service shall be provided by the Association as part of the Common Expenses.

Notwithstanding anything to the contrary contained in Paragraph (b) of this Article XVII, any maintenance, repair, or replacement of driveways which are assigned as Limited Common Elements hereunder shall be deemed a Common Expense; provided, however, that if the Board, in its

sole and exclusive discretion, determines that any maintenance, repair or replacement is necessitated by the misfeasance, culpable nonfeasance or extraordinary use of a Unit Owner benefitted thereby, the Board may direct such Unit Owner to perform the maintenance, repair or replacement and to pay the cost thereof and to otherwise comply with the duties imposed by Paragraph (b) of this Article XVII.

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

(1) All of the maintenance, repairs and replacements within his own Unit and of the doors adjacent to his Unit, including the repair, maintenance and replacement of all door and window locks and hardware, and the maintenance, repair and replacement of windows and frames and screens appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries and individual heating, cooling, and ventilating system or equipment situated entirely within the Unit and servicing only such Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Units shall be furnished by the Association as part of the Common Expenses, and provided further that the Board or the Association may provide, by its rules and regulations as may be imposed from time to time, for ordinary maintenance and minor repairs and replacements to be furnished to Units and appliances therein by Building personnel as a Common Expense or as user charges pursuant to Article XI hereof.

(2) Except as otherwise provided in Paragraph (a) of this Article XVII, all of the maintenance, repair and replacements of the Limited Common Elements benefiting his Unit, in whole or in part, to the extent determined by the Board shall be performed by the respective Unit Owner. At the direction of the Board, the Association may perform, or cause to be performed, such maintenance, repairs and replacements of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to the Unit Owners benefitted thereby, and further, at the discretion of the Board, the Association may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs and replacements, to pay the cost thereof with the funds of the Unit Owners, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

(c) Nature of Obligations. Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damage resulting from negligence. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Building, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against the Board or Association (or against the Declarant) for any work (such as repair of the Common Elements) ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Board or Association or the Declarant.

(d) Negligence of Unit Owner. If, due to the negligent act or omission of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

(e) Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Association as may be imposed from time to time. The authorized representatives of the Association or the Board or of the manager or managing agent of the Property, if any, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

(f) Master Television Antenna System. Each Unit has been equipped with at least one outlet activated for connection to the master television antenna system serving the Building, which outlet and systems are integral parts of the Common Elements. Additional outlets for connection to the master television antenna system are obtainable only from the Association and may be installed only by the firm or individual authorized by the Board or Association to make such installation, with the prior approval of the Board or the Association and the payment of any required additional fees. Unit Owners are prohibited from making any modifications to or tampering with said outlet and from making any connections to the master television antenna system. The Board or the Association may charge any Unit Owner with the cost of locating and removing any unauthorized connections thereto and of repairing any modifications thereto.

ARTICLE XVIII

Alterations, Additions or Improvements

No alterations of any Common Elements, or any additions or improvements thereto, shall be made by a Unit Owner without the prior written approval of the Board. The Board may authorize and charge as Common Expenses (or in the case of Limited Common Elements may charge the Unit Owner(s) benefited thereby) alterations and improvements of, and additions to the Common Elements; provided, however, that all capital expenditures shall be subject to the limitations herein contained. A Unit Owner may make alterations, additions or improvements within his Unit which do not affect the Common Elements without the prior written approval of the Board, but the Unit Owner shall be responsible for any damage to other Units, the Common Elements or the Property resulting therefrom.

ARTICLE XIX

Decorating and Furnishings

Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating and furnishings within his Unit, including painting, wallpapering or other wall covering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, light fixtures and other furnishings and interior decorating. Each Unit Owner shall be responsible for the maintenance of the interior surfaces of all perimeter walls of his Unit and the surfaces of all floors, ceilings and stairways

therein. Window coverings, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements and any redecorating of Units to the extent made necessary by any damage caused by maintenance, repair or replacement of the Common Elements shall be furnished by the Board as part of the Common Expenses. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of the Unit Owner.

ARTICLE XX

Encroachments & Easements

(a) In the event that by reason of the construction, reconstruction, settlement, or shifting of any Building or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any portion of a Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit Owner or in favor of the owners of the Common Elements if such encroachment occurred due to the willful or negligent conduct of said Unit Owner or Unit Owners or their agents, servants or employees.

(b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements, as they exist on the date of the Recording hereof.

(c) Easements are hereby declared and granted for the benefit of Declarant, its employees, servants and agents, for ingress and egress over and upon the Common Elements (including the Limited Common Elements) described hereunder for the purposes of laying foundation and otherwise constructing the Units and for the landscaping of the Common Elements and the Limited Common Elements appurtenant to the Units; provided, however, that the easements herein described shall terminate no later than sixty (60) days after completion by the Declarant of the construction of all Units within the Property and any property added to the Property pursuant to Article XXII hereof and all landscaping of the Common Elements and the Limited Common Elements appurtenant to the Units now or hereafter constructed pursuant to this Declaration.

(d) Easements are hereby declared and granted for the benefit of Lake County, Illinois, or other governmental body, for ingress and egress over and upon the Common Elements, including the Limited Common Elements, described hereunder for (i) the purposes set forth in Article IX hereof and (ii) the furnishing of governmental services to the Property and the Unit Owners, including, but not limited to, fire, police, medical and water and sewer services.

(e) All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and any Unit Owner, purchaser, mortgagee or other person having an interest in said land, or any part or portion thereof.

(f) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE XXI

Covenants and Restrictions as to Use and Occupancy

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

(1) General Use. No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family and for associated parking purposes or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

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

(3) Prohibited Use. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building or contents thereof or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electric wiring in the Building, 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 Board.

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

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

(6) Window Treatment. The use and the covering of the interior surfaces of the glass windows or doors appurtenant to the Units of the Building, whether by draperies, shades or other items

visible from the exterior of the Building shall be subject to the rules and regulations of the Board and in any event may not be done without the prior written consent of the Board.

(7) Pets. No animals, reptiles, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board. Notwithstanding anything to the contrary contained herein, no more than two (2) pets of the same species may be kept in a Unit and provided further that not more than three (3) pets in all may be kept in a Unit.

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

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

(10) Personal Effects. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except the Limited Common Elements or such portions of the Common Elements as are designated from time to time by the Board.

(11) Commercial Activities. Except as otherwise provided herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any Unit.

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

(13) Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements, without the prior written consent of the Board.

(14) Exceptions. Nothing herein contained shall be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his professional library therein; (ii) keeping his personal business or professional records or accounts therein; or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation thereof.

ARTICLE XXII

Add-On Property

Declarant reserves the right from time to time to add certain additional property which is legally described on Exhibit D attached hereto and by this reference, made a part hereof ("Add-On Property"), to the Property hereby submitted to the provisions of the Act.

The maximum number of Units which may be created on the Add-On Property shall be ninety-two (92), and the maximum number of Units which may be created on each acre thereof shall be less than eight (8). Should Declarant exercise the rights herein reserved, all structures, improvements, buildings and units constructed on the Add-On Property shall become a part of the Property and subject to the terms of this Declaration as amended and the Act. To the extent reasonably practicable, all of said improvements shall be compatible with the configuration of the Property with respect to density, use, construction, and architectural design.

If additional units are added to the Property by submission of the Add-On Property or any portion thereof, there shall be a reallocation of (i) percentage interests in the Common Elements; (ii) voting rights; and (iii) liability for the Common Expenses in the manner hereinafter set forth. In furtherance thereof, a power coupled with an interest is hereby granted to Declarant, its successors and assigns, as attorney-in-fact, to reallocate the percentage interests appurtenant to the Units hereby submitted to the Act among said Units and any additional units which are constructed on the Add-On Property and submitted to the provisions of the Act and this Declaration by an amendment hereto which is Recorded in accordance with the terms hereof and the Act (the occurrence of said events hereinafter referred to as the "Add-On"). Each deed, mortgage or other instrument conveying an interest in or to a Unit shall be deemed a grant and acknowledgment of the powers coupled with an interest herein reserved to Declarant, its successors and assigns.

In the event Declarant exercises the rights herein reserved, the ownership interests appurtenant to existing and additional Units shall be determined and, in the case of existing Units, readjusted as follows:

(a) As used in this Article XXII, unless the context otherwise requires:

(1) The Common Elements shall be deemed to consist of:

(A) The Common Elements set forth in this Declaration (the "Existing Common Elements"); and

(B) Any additional Common Elements set forth in an amendment to this Declaration (the "Added Common Elements").

(2) The Units shall be deemed to consist of:

(A) The Units set forth in this Declaration (the "Existing Units"); and

(B) Any additional Units set forth in an amendment to this Declaration (the "Added Units").

(3) The "value" of each Existing and Added Unit shall be deemed to be its fair market value as determined in the sole and exclusive discretion of Declarant. The price of comparable condominium units in the general locality shall be one factor

used by Declarant to determine the fair market value of all Existing and Added Units.

(b) The value of each of the Added Units shall be added to the aggregate value of the Existing Units and the total thereof shall be deemed to be the new value of the Property, inclusive of the Add-On Property. The percentage interest in the Common Elements of an Existing or Added Unit shall be determined by a fraction, the numerator of which shall be the value of the Existing or Added Unit as determined by Declarant and the denominator of which shall be the value of the Property, inclusive of the Add-on Property, as determined aforesaid. Each Owner of an Existing Unit and each Owner of an Added Unit shall have an undivided interest in the Common Elements as a whole determined in accordance with the aforesaid formula.

To the extent that a reallocation of percentage interests in the Common Elements results in a decrease in the percentage interest appurtenant to an Existing Unit, there shall be an automatic release and divestiture of said interest, to the extent necessitated by the reallocation, to all other Unit Owners.

Each deed, mortgage or other instrument conveying an interest in or to a Unit shall be deemed a grant and acknowledgment of the right and power herein reserved by Declarant to automatically release and divest the Unit Owner of that portion of his ownership interest necessitated by the reallocation.

Adjustments to voting rights and changes in the liability for Common Expenses shall be determined and reallocated in the manner hereinbefore set forth.

The recording of an amendment to this Declaration shall not alter or affect the amount of any liens for Common Expenses due from Owners of Existing Units prior to the Recording thereof or the respective amounts theretofore assessed to or due from the Owners of Existing Units for Common Expenses or other fees and charges theretofore assessed.

Declarant further reserves unto itself, its successors and assigns, the right to add portions of the Add-On Property to the Property at different times, and to determine the order thereof, to fix the boundaries of the portions and the nature and extent of all improvements thereon.

There shall be an appurtenant easement over and on the Common Elements for the purposes of making improvements on the Add-On Property, and for the purpose of doing what is reasonable, necessary and proper in conjunction therewith.

The rights herein reserved by Declarant to submit the Add-On Property or any portion or portions thereof to the provisions of the Act and this Declaration shall cease and terminate no later than ten (10) years from the date of the Recording of this Declaration.

The terms and provisions of this Article XXII shall not be construed as imposing upon Declarant an affirmative obligation to exercise the rights and powers herein reserved. The Add-On Property legally described in Exhibit D attached hereto shall not be bound hereby unless and until said property is submitted to the provisions of the Act and this Declaration by an amendment hereto.

Any amendment to this Declaration may contain such additions and modifications of the terms hereof as are necessary to reflect the differences in character, if any, of the Add-On Property and any improvements

constructed thereon; provided, however, that in no event shall any amendment to this Declaration revoke, modify or add to the covenants established hereby.

ARTICLE XXIII

Remedies

(a) Abatement and Enjoyment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, upon not less than ten (10) days notice:

(1) To enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

(2) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by the laws of the State of Illinois until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time cumulatively or otherwise, by the Board. In addition, any aggrieved Unit Owner shall have the same rights and remedies as the Board hereunder in connection with any such violation.

(b) Involuntary Sale. If any Unit Owner (either by his own conduct or any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or occupant, or, in the alternative, a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the breach of any covenant herein contained and ordering that the right, title and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit

Owner. Upon confirmation of such sale, the Purchaser thereof shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring possession, and it shall be a condition of any sale, and the decree shall provide, that the Purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE XXIV

Rights of the Declarant

Until the time established by the Declaration for the election of the initial Board by the Unit Owners, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board in the Act, this Declaration shall be held and performed by the Declarant. In exercising such rights, and the other rights reserved by the Declarant pursuant to this Declaration, the Declarant shall not be under any disability which would otherwise be imposed by law by reason of the Declarant's interest in the subject matter of any transaction, provided, however, that any such transaction shall have been entered into in good faith and provided further that, except as otherwise provided herein, any agreement entered into with the Association prior to the initial meeting which shall have a term expiring later than two (2) years following the date of Recording of this Declaration shall be subject to termination, after the expiration of said two (2) year period, by either party, upon ninety (90) days written notice without payment of any penalty fee.

ARTICLE XXV

Notices

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

(b) Manner of Giving Notices. Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, or at such other address as herein provided. Any Unit Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his mailbox or at the door of his Unit.

(c) Notices to Estate or Representatives. Notices required to be given any devisee, heir or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

ARTICLE XXVI

Conveyance

Each grantee of the Declarant and each subsequent grantee by the acceptance of a deed of conveyance, and each purchaser under Articles of Agreement for Deed and each tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of

every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time an interest or estate in the Property, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

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

ARTICLE XXVII

Change, Modification or Rescission

No provision of this Declaration affecting the rights, privileges and duties of Declarant may be modified without its written consent. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board and the Unit Owners having at least seventy-five percent (75%) of the total vote. The change, modification or rescission shall be effective upon Recordation of such instrument, provided, however, that no such change, modification or rescission shall change the boundaries of any Unit, the allocation of percentages of ownership in the Common Elements and votes in the Association, quorum and voting requirements for action by the Association, or liability for Common Expenses assessed against any Unit, except to the extent authorized by other provisions of this Declaration and the Act.

A power coupled with an interest is hereby granted to Declarant acting by or through its duly authorized officers, its successors, or its designee, as attorney-in-fact, to amend this Declaration as may be required in order to induce any governmental authority having jurisdiction to make, buy, sell, or insure first mortgages by Unit Owners or to comply with the Act. Each deed, mortgage or other instrument with respect to a Unit, and the acceptance thereof, shall be deemed a grant of such power to said attorney-in-fact, and acknowledgement of and consent to such power, and shall be deemed to reserve to said attorney-in-fact the power to amend this Declaration, as described above. Any such amendment shall not affect or impair any warranties made by a first mortgagee of a Unit to any governmental agency to purchase or insure the first mortgage on a Unit.

ARTICLE XXVIII

Perpetuities and Other Invalidity

If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful, or void for violation of (i) the rule against perpetuities or some analogous statutory provisions, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of James Earl Carter, Jr., President of the United States and James R. Thompson, Governor of the State of Illinois.

ARTICLE XXIX

General Provisions

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

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

(c) Gender. In construing the Condominium Instruments, the singular shall be taken to include the plural, and the masculine to denote the feminine wherever appropriate.

(d) Covenants Running With the Land. All covenants described herein are covenants running with the land, and so long as the Property is subject to the provisions of the Declaration, shall remain in full force and effect.

(e) Severability. If any provision of the Declaration or By-laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and By-laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

ARTICLE XXX

Rights of and Notices to First Mortgagees

(a) Any provision of the within Declaration or of the By-Laws to the contrary notwithstanding, the following provisions are hereinafter set forth which require, in certain circumstances, the consent or approval of the Department of Housing and Urban Development, which includes the Federal Housing Administration (FHA) or the Veterans Administration (VA). Such provisions have been incorporated to meet the requirements of said agencies in the event mortgage financing assistance from either or both of the said agencies is sought by the Declarant or a Unit Owner. Each such provision shall be applicable and effective only with respect to whichever of the said agencies (if either) has conditionally committed to insure or guarantee mortgages or provide mortgage financing with respect to any Units, and then only with respect to such Units covered by such commitment or financing.

(1) FHA/VA Approval. If any prospective Unit Owner applies for FHA or VA mortgage financing and receives a commitment therefor, the following actions will require approval of the FHA and/or the VA as applicable: Addition of the Add-On Property or any portion

thereof, dedication of Common Elements and amendment of this Declaration.

(2) The following actions will require notice to all institutional holders of first mortgage liens: (i) abandonment or termination of the Association; (ii) material amendment to the Declaration, or Articles of Incorporation; and (iii) termination by the Association of professional management and assumption of self-management by the Association.

(3) Upon the request of any first mortgagee of a Unit, the Association shall furnish to the mortgagee a written notice of any default by the Unit Owner of such Unit in the performance of the Unit Owner's obligations under the within Declaration or the By-laws or Association rules or regulations which is not cured within thirty (30) days. Any first mortgagee of a Unit who comes into possession of a Unit pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the Unit.

(4) Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each mortgage) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

(A) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or any portion thereof or interest therein; (the granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause).

(B) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit Owner by the Association;

(C) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design of the exterior appearance of the Units or maintenance of the Units;

(D) Fail to maintain fire and extended coverage insurance on insurable property comprising a part of the Common Elements on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs);

(E) Use hazard insurance proceeds for losses to any improvements comprising a part of the Common Elements for other than the repair, replacement or reconstruction of such improvements.

If a mortgage on a Unit is then held by either Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC), notwithstanding the approval of other mortgagees, each of the foregoing acts as set forth in subparagraphs (1) through (4)(e) above shall require the approval of whichever of the said FNMA or FHLMC is a mortgagee:

(5) Each first mortgagee of a Unit shall have the right to examine the books and records of the Association during normal

business hours. The first mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Elements or any portion thereof, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. The Association shall have the authority to enter into an agreement reflecting the provisions of the within subsection in such form as may reasonably be required by such mortgagees, and in the absence of any such agreement, the provisions of the within subsection shall be deemed to be the agreement of the Association and binding upon it in favor of all such mortgagees.

(6) Institutional holders of first mortgages shall, in addition, upon request have the right: (i) to receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; and (ii) to receive written notice of all meetings of the Association and to designate a representative to attend all such meetings. Any right given by a Unit Owner to any third person to purchase a Unit before it is offered for sale or sold to any other person (commonly known as right of first refusal) shall not be binding upon or enforceable against any institutional holder of a first mortgage acquiring such Unit pursuant to the exercise of remedies provided for in the mortgage.

(7) In the event of: (i) damage or destruction of any Common Elements or facilities, the cost of repair of which exceeds Ten Thousand and No/100 Dollars (\$10,000.00); or (ii) the Common Elements or facilities becoming the subject of any condemnation or eminent domain proceeding, the Association shall give timely written notice of same to all institutional holders of first mortgage liens.

(8) No provision of the within Declaration or Articles of Incorporation of the Association, or any similar instrument pertaining to the Property or the Units shall be deemed to give a Unit Owner or any other party priority over any rights of bona fide first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condem-

tion awards for losses to or a taking of the Common Elements or any portion thereof or interest therein.

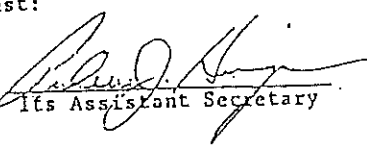
(9) There shall be included in each annual assessment levied by the Association an amount sufficient to establish an adequate reserve fund for the replacement of the improvements comprising a part of the Common Elements.

IN WITNESS WHEREOF, Centex Homes Midwest, Inc., a Nevada corporation, has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents this 20th day of February, 1980.

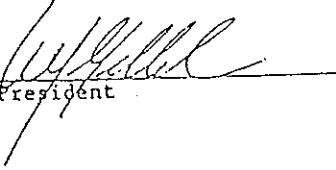
CENTEX HOMES MIDWEST, INC.,
a Nevada corporation

Attest:

By:


Its Assistant Secretary

By:


Its President

THIS INSTRUMENT PREPARED BY:

Paula Kaplan Berger
McDermott, Will & Emery
111 West Monroe Street
Chicago, Illinois 60603

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that William J. Gillilan III, personally known to me to be the President of CENTEX HOMES MIDWEST, INC., and Andrew J. Hannigan, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 20th day of February, 1980..

Patricia A. Gergus
Notary Public

My Commission Expires:

10-11-82

2052005

EXHIBIT A

Legal Description

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Commencing at the Southwest Corner of the Northwest Quarter of said Section 35 thence along the West Line of the Northwest Quarter of said Section 35, North $00^{\circ} 07' 00''$ West 73.23 Feet to a point; thence North $88^{\circ} 43' 00''$ East 532.70 feet to the point of beginning; thence North $01^{\circ} 17' 00''$ West 56.81 feet; thence North $51^{\circ} 33' 03''$ East 304.05 feet; thence North $88^{\circ} 43' 00''$ East 259.70 feet; thence South $01^{\circ} 17' 00''$ East 240.50 feet; thence South $88^{\circ} 43' 00''$ West 502.00 feet to the point of beginning.

Exhibit C

PERCENTAGE OF UNIT OWNERSHIP IN COMMON ELEMENTS

<u>UNIT</u>	<u>% OF OWNERSHIP</u>
1 - 1	5.142337
1 - 2	5.021199
1 - 3	4.900061
1 - 4	4.900061
1 - 5	4.900061
1 - 6	5.021199
2 - 1	5.021199
2 - 2	4.900061
2 - 3	4.718354
2 - 4	4.839492
12 - 1	5.021199
12 - 2	4.900061
12 - 3	4.900061
12 - 4	5.021199
15 - 1	5.354330
15 - 2	5.233192
15 - 3	5.112053
15 - 4	5.112053
15 - 5	4.930345
15 - 6	<u>5.051483</u>
	<u>100.000000</u>

EXHIBIT D

Legal Description - Add-On

Commencing at the Southwest corner of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian; thence along the West line of the Northwest Quarter of said Section 35 North 00 degrees 07 minutes 00 seconds West 73.23 feet to a point; thence North 88 degrees 43 minutes 00 seconds East 532.70 feet to the point of beginning; thence along the Easterly line of "Winston Park North Condominiums" the following courses and distances: North 01 degree 17 minutes 00 seconds West 112.00 feet, North 02 degrees 52 minutes 26 seconds West 211.08 feet, North 01 degree 17 minutes 00 seconds West 153.00 feet, North 88 degrees 43 minutes 00 seconds East 96.39 feet, and North 01 degree 17 minutes 00 seconds West 239.90 feet; thence North 89 degrees 31 minutes 09 seconds East 748.81 feet; thence South-easterly along a curve to the left being parallel to and 300 feet Westerly of the center line of Milwaukee Avenue having a radius of 3,605.70 feet a distance of 391.90 feet to a point of tangency; thence tangent to the last described curve and parallel to and 300 feet Westerly of the centerline of Milwaukee Avenue, South 24 degrees 19 minutes 35 seconds East 366.40 feet; thence South 88 degrees 43 minutes 00 seconds West 1116.21 feet to the point of beginning, excepting therefrom that part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Commencing at the Southwest corner of the Northwest Quarter of said Section 35; thence along the West line of the Northwest quarter of said Section 35, North 00 degrees 07 minutes 00 seconds West 73.23 feet to a point; thence North 88 degrees 43 minutes 00 seconds East 532.70 feet to a P.O.B.; thence North 01 degree 17 minutes 00 seconds West 56.81 feet; thence North 51 degrees 33 minutes 03 seconds East 304.05 feet; thence North 88 degrees 43 minutes 00 seconds East 259.70 feet; thence South 01 degree 17 minutes 00 seconds East 240.50 feet; thence South 88 degrees 43 minutes 00 seconds West 502.00 feet to the point of beginning.

PARK EAST TOWNHOMES
 PERCENTAGE OF OWNERSHIP
 FOUR BUILDINGS, TWENTY UNITS

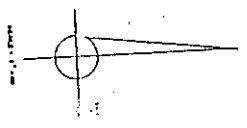
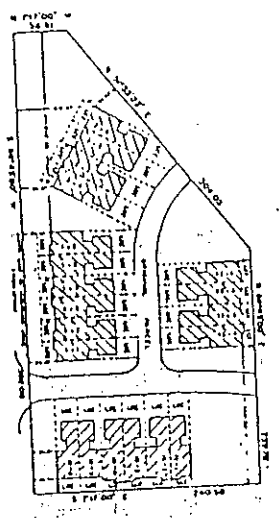
Unit 15 - 1	5.354330	1	x
Unit 15 - 2	5.233192	1	x
Unit 15 - 3	5.112053	2	x
Unit 15 - 4	5.112053	x	
Unit 15 - 5	4.930345	1	x
Unit 15 - 6	5.051483	1	x
Unit 1 - 1	5.142337	1	x
Unit 1 - 2	5.021199	5	x
Unit 1 - 3	4.900061	6	x
Unit 1 - 4	4.900061	—	x
Unit 1 - 5	4.900061	—	x
Unit 1 - 6	5.021199	—	x
Unit 12 - 1	5.021199	—	x
Unit 12 - 2	4.900061	—	x
Unit 12 - 3	4.900061	—	x
Unit 12 - 4	5.021199	—	x
Unit 2 - 1	5.021199	—	x
Unit 2 - 2	4.900061	—	x
Unit 2 - 3	4.718354	—	x
Unit 2 - 4	4.839492	—	x

TOTAL 100.000000

PARK EAST TOWNHOME CONDOMINIUM

PLAN OF SALES OF THE PARCEL OF EXHIBIT "B" TO SPECIAL DECLARATION OF CONDOMINIUM OWNERSHIP

This plan of the proposed subdivision of the parcel of land, hereinafter referred to as the "Parcel", is prepared in accordance with the provisions of the Condominium Act, R.S. 40:55, and is subject to the approval of the Department of Public Safety, State of New Jersey, and the Department of Public Safety, State of New Jersey, and the Department of Public Safety, State of New Jersey.



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF OLSON, GIORBA, SHANE & COMPANY, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF OLSON, GIORBA, SHANE & COMPANY, INC.

OLSON, GIORBA, SHANE & COMPANY
 ARCHITECTS AND ENGINEERS
 1200 11th Street
 New York, New York 10019

SHEET 2 OF 6

2337478

427838

FOURTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF PARK EAST TOWNHOME CONDOMINIUM

THIS AMENDMENT made and entered into this 4th day of February, 1985, by CENTEX HOMES CORPORATION, a Nevada Corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H :

WHEREAS, by a Declaration of Condominium Ownership of Park East Townhome Condominium (the "Declaration") recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2052005, the Declarant submitted certain real estate situated in the County of Lake, State of Illinois, to the provisions of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, the Declarant therein reserved the right to add all or any portion of the Add-On Property (as defined in the Declaration) to the Parcel (as defined in the Declaration) and the Condominium created by Declaration; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a First Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2238811 (the "First Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "A-1" to the First Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Second Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2249575 (the "Second Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "2A-1" to the Second Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Third Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2262913 (the "Third Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "3A-1" to the Third Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Fourth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2268738 (the "Fourth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "4A-1" to the Fourth Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Fifth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2270410 (the "Fifth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "5A-1" to the Fifth Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Sixth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2272376 (the "Sixth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "6A-1" to the Sixth Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Seventh Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2281977 (the "Seventh Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "7A-1" to the Seventh Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as an Eighth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2294341 (the "Eighth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "8A-1" to the Eighth Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Ninth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2301065 (the "Ninth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "9A-1" to the Ninth Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Tenth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2304951 (the "Tenth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "10A-1" to the Tenth Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as an Eleventh Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2309206 (the "Eleventh Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "11A-1" to the Eleventh Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Twelfth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2315956 (the "Twelfth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "12A-1" to the Twelfth Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Thirteenth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2321054 (the "Thirteenth" Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "13A-1" to the Thirteenth Amendment;

WHEREAS, the Declarant now desires to further annex and add to the Parcel and submit to the provisions of the Act and the Declaration certain real estate (the "Fourteenth Additional Parcel") described on Page 1 of the Exhibit "B" attached hereto, which Fourteenth Additional Parcel is a portion of the said Add-On Property;

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

1. The Fourteenth Additional Parcel is hereby annexed to the Parcel and, by reason of this Amendment and the terms of the Declaration, submitted to the provisions of the Act as a part of Park East Townhome Condominium and the Fourteenth Additional Parcel shall be governed in all respects by the terms and provisions of the Declaration.

2. Exhibit "A" of the Declaration as amended by Exhibit "A-1" of the First Amendment, Exhibit "2A-1" of the Second Amendment, Exhibit "3A-1" of the Third Amendment, Exhibit "4A-1" of the Fourth Amendment, Exhibit "5A-1" of the Fifth Amendment, Exhibit "6A-1" of the Sixth Amendment, Exhibit "7A-1" of the Seventh Amendment, Exhibit "8A-1" of the Eighth Amendment, Exhibit "9A-1" of the Ninth Amendment, Exhibit "10A-1" of the Tenth Amendment, Exhibit "11A-1" of the Eleventh Amendment, Exhibit "12A-1" of the Twelfth Amendment, and Exhibit "13A-1" of the Thirteenth Amendment, is hereby amended by deleting Exhibit "13A-1" of the Thirteenth Amendment and substituting therefor Exhibit "14A-1" which is attached hereto.

3. Exhibit "B" of the Declaration, as amended by the First Amendment by the deletion of Page 1 thereto and the addition of Pages 7 and 8 of the Plat attached to the First Amendment, and as further amended by the Second Amendment by the deletion of Page 1 of the Plat attached to the First Amendment and the further addition of Pages 9 and 10 of the Plat attached to the Second Amendment, and as further amended by the Third Amendment by the deletion of Page 1 of the Plat attached to the Second Amendment and the further addition of Pages 11 and 12 of the Plat attached to the Third Amendment, and as further amended by the Fourth Amendment by the deletion of Page 1 of the Plat attached to the Third Amendment and the further addition of Pages 13 and 14 of the Plat attached to the Fourth Amendment, and as further amended by the Fifth Amendment by the deletion of Page 1 of the Plat attached to the Fourth Amendment and the further addition of Pages 15 and 16 of the Plat attached to the Fifth Amendment, and as further amended by the Sixth Amendment by the deletion of Page 1 of the Plat attached to the Fifth Amendment and the further addition of Pages 17 and 18 of the Plat attached to the Sixth Amendment, and as further amended by the Seventh Amendment by the deletion of Page 1 of the Plat attached to the Sixth Amendment and the further addition of Pages 19 and 20 of the Plat attached to the Seventh Amendment, and as further amended by the Eighth Amendment by the deletion of Page 1 of the Plat attached to the Seventh Amendment and the further addition of Pages 21 and 22 of the Plat attached to the Eighth Amendment, and as further amended by the Ninth Amendment by the deletion of Page 1 of the Plat attached to the Eighth Amendment and the further addition of Pages 23 and 24 of the Plat attached to the Ninth Amendment, and as further amended by the Tenth Amendment by the deletion of Page 1 of the Plat attached to the Ninth Amendment and the addition of Page 1 of the Plat attached to the Tenth Amendment and the further addition of Pages 25 and 26 of

the Plat attached to the Tenth Amendment, and as further amended by the Eleventh Amendment by the deletion of Page 1 attached to the Tenth Amendment and the addition of Page 1 attached to the Eleventh Amendment and the further addition of Pages 27 and 28 of the Plat attached to the Eleventh Amendment, and as further amended by the Twelfth Amendment by the deletion of Page 1 attached to the Eleventh Amendment and the addition of Page 1 attached to the Twelfth Amendment and the further addition of Pages 29 and 30 of the Plat attached to the Twelfth Amendment, and as further amended by the Thirteenth Amendment by the deletion of Page 1 attached to the Twelfth Amendment and the addition of Page 1 attached to the Thirteenth Amendment and the further addition of Pages 31 and 32 of the Plat attached to the Thirteenth Amendment, is hereby further amended by the deletion of Page 1 of the Plat attached to the Thirteenth Amendment and the addition of Page 1 of the Plat attached hereto and the further addition of Pages 33 and 34 of the Plat attached hereto.

4. Exhibit "C" of the Declaration, as amended by Exhibit "C-1" of the First Amendment, and as further amended by Exhibit "2C-1" of the Second Amendment, and as further amended by Exhibit "3C-1" of the Third Amendment, and as further amended by Exhibit "4C-1" of the Fourth Amendment, and as further amended by Exhibit "5C-1" of the Fifth Amendment, and as further amended by Exhibit "6C-1" of the Sixth Amendment, and as further amended by Exhibit "6C-1" of the Seventh Amendment, and as further amended by Exhibit "8C-1" of the Eighth Amendment, and as further amended by Exhibit "9C-1" of the Ninth Amendment, and as further amended by Exhibit "10C-1" of the Tenth Amendment, and as further amended by Exhibit "11C-1" of the Eleventh Amendment, and as further amended by Exhibit "12C-1" of the Twelfth Amendment, and as further amended by Exhibit "13C-1" of the Thirteenth Amendment, is hereby amended by deleting said Exhibit "13C-1" and substituting therefor Exhibit "14C-1" which is attached hereto and made a part hereof.

5. The Additional Common Elements added by this Amendment are hereby granted and conveyed to the grantees of all Units of Park East Townhome Condominium, including the grantees of Units heretofore conveyed, all as set forth in the Declaration.

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

Attest:
Notary Public
for the State of
California
My Comm. Expires
[illegible]
[illegible]

IN WITNESS WHEREOF, the Declarant has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents by its President, Illinois Division, and attested by its Assistant Secretary, Illinois Division, and the Declarant, attorney-in-fact as aforesaid, has hereunto set its hand and seal, as of the day and year written above.

CENTEX HOMES CORPORATION,
a Nevada corporation

BY: *Gerald R. Harker*
Gerald R. Harker, President,
Illinois Division of
Centex Homes Corporation

ATTEST:

Neal Devitt
Neal Devitt, Assistant Secretary,
Illinois Division of
Centex Homes Corporation

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that GERALD R. HARKER, personally known to me to be the President, Illinois Division of Centex Homes Corporation, a Nevada corporation, and NEAL DEVITT, personally known to me to be the Assistant Secretary, Illinois Division of Centex Homes Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument as President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of February 1985

Dora Adeluzzi
Notary Public

Commission expires:

8-7-86

THIS INSTRUMENT PREPARED BY:
Paula Kaplan Berger
McDermott, Will & Emery
111 West Monroe Street
Chicago, Illinois 60603

AFTER RECORDING, MAIL TO:
Paula Kaplan Berger
McDermott, Will & Emery
111 West Monroe Street
Chicago, Illinois 60603

EXHIBIT "13A-1" - LEGAL DESCRIPTION

ORIGINAL PARCEL ("TRACT A") + FIRST ADDITION ("TRACT B") + SECOND ADDITION ("TRACT C") + THIRD ADDITION ("TRACT D") + FOURTH ADDITION ("TRACT E") + FIFTH ADDITION ("TRACT F") + SIXTH ADDITION ("TRACT G") + SEVENTH ADDITION ("TRACT H") + EIGHTH ADDITION ("TRACT I") + NINTH ADDITION ("TRACT J") + TENTH ADDITION ("TRACT K") + ELEVENTH ADDITION ("TRACT L") + TWELFTH ADDITION ("TRACT M") + THIRTEENTH ADDITION ("TRACT N")

"TRACT A" (ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Commencing at the Southwest corner of the Northwest Quarter of said Section 35; thence along the West line of the Northwest Quarter of said Section 35, North 00°07'00" West 73.23 feet to a point; thence North 88°43'00" East 532.70 feet to the point of beginning; thence North 01°17'00" West 56.81 feet; thence North 51°33'03" East 304.05 feet; thence North 88°43'00" East 259.70 feet; thence South 01°17'00" East 240.50 feet; thence South 88°43'00" West 502.00 feet to the point of beginning.

"TRACT B" (FIRST ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Commencing at the Northeast corner of "Tract A" (Original Parcel) of the "Park East Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence along the North line of said "Tract A" (Original Parcel), South 88°43'00" West a distance of 90.00 feet; thence North 09°28'28" East a distance of 256.18 feet; thence South 86°04'56" West a distance of 222.64 feet; thence North 01°17'00" West a distance of 113.96 feet to the point of beginning; thence South 88°43'00" West a distance of 146.88 feet; thence North 01°17'00" West a distance of 120.00 feet; thence North 89°31'09" East a distance of 250.03 feet; thence South 01°17'00" East a distance of 116.50 feet; thence South 88°43'00" West a distance of 103.12 feet to the point of beginning.

"TRACT C" (SECOND ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Commencing at the Northwest corner of "Tract A" (Original Parcel) of the "Park East Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence along the North line of said "Tract A" (Original Parcel), South 88°43'00" West a distance of 127.00 feet; thence North 09°28'28" East a distance of 120.94 feet to the point of beginning; thence North 09°28'28" East a distance of 133.49 feet; thence South 86°04'56" East a distance of 185.27 feet; thence South 01°17'00" East a distance of 130.00 feet; thence North 86°04'56" East a distance of 160.33 feet to the point of beginning.

"TRACT D" (THIRD ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Commencing at the Northeast corner of "Tract A" (Original Parcel) of the "Park East Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence along the North line of said "Tract A" (Original Parcel), South 88°43'00" West a distance of 90.00 feet; thence North 09°28'28" East a distance of 256.18 feet; thence South 86°04'56" West a distance of 119.41 feet to the point of beginning; thence North 01°17'00" West a distance of 109.21 feet; thence South 88°43'00" West a distance of 133.12 feet; thence South 01°17'00" East a distance of 115.34 feet; thence North 86°04'56" East a distance of 133.26 feet to the point of beginning.;

"TRACT E" (FOURTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Commencing at the Northeast corner of "Tract A" (Original Parcel) of the "Park East Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence along the North line of said "Tract A" (Original Parcel), South 88°43'00" West a distance of 90.00 feet; thence North 09°28'28" East a distance of 256.18 feet; thence South 86°04'56" West a distance of 252.67 feet to the point of beginning; thence

LEGAL DESCRIPTION (Continued)

North 01°17'00" West a distance of 115.34 feet; thence South 88°43'00" West a distance of 116.88 feet; thence South 01°17'00" East a distance of 119.90 feet; thence North 86°28'57" East a distance of 116.97 feet to the point of beginning.

"TRACT F" (FIFTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Commencing at the Northeast corner of "Tract A" (Original Parcel) of the "Park East Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence along the North line of said "Tract A" (Original Parcel), South 88°43'00" West a distance of 90.00 feet; thence North 09°28'28" East a distance of 256.18 feet; thence South 86°04'56" West a distance of 222.64 feet to the point of beginning; thence South 01°17'00" East a distance of 130.00 feet; thence South 88°43'00" West a distance of 243.27 feet; thence North 01°17'00" West a distance of 124.05 feet; thence North 88°43'00" East a distance of 96.39 feet; thence North 86°28'57" East a distance of 116.97 feet; thence North 86°04'56" East a distance of 30.03 feet to the point of beginning.

"TRACT G" (SIXTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Beginning at the Northeast corner of "Tract A" (Original Parcel) of the "Park East Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence along the North line of said "Tract A" (Original Parcel), South 88°43'00" West a distance of 127.00 feet; thence North 09°28'28" East a distance of 254.43 feet; thence North 86°04'56" East a distance of 134.65 feet; thence South 01°17'00" East a distance of 256.15 feet; thence North 88°43'00" East a distance of 55.00 feet to the point of beginning; and also including the following: Commencing at the Northeast corner of "Tract A" (Original Parcel) of "Park East Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence along the North line of said "Tract A" (Original Parcel), South 88°43'00" West a distance of 259.70 feet to the point of beginning; thence North 03°47'32" West a distance of 111.55 feet; thence South 88°43'00" West a distance of 118.12 feet; thence South 01°17'00" East a distance of 111.45 feet; thence North 88°43'00" East a distance of 123.00 feet to the point of beginning.

"TRACT H" (SEVENTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Beginning at the Southwest corner of "Tract G" (Sixth Addition to Original Parcel) of the "Park East Townhome Condominium" recorded on March 14, 1984 as Document No. 2272376; thence North 01°17'00" West a distance of 9.41 feet; thence South 88°43'00" West a distance of 123.13 feet; thence South 02°52'26" East a distance of 137.96 feet; thence South 01°17'00" East a distance of 55.19 feet; thence North 51°33'03" East a distance of 304.05 feet; thence South 88°43'00" West a distance of 123.00 feet to the point of beginning.

"TRACT I" (EIGHTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Beginning at the Northeast corner of "Tract G" (Sixth Addition to Original Parcel) of the "Park East Townhome Condominium" recorded on March 14, 1984 as Document No. 2272376; thence South 88°43'00" West a distance of 125.15 feet; thence South 01°17'00" East a distance of 28.95 feet; thence South 02°52'26" East a distance of 73.21 feet; thence North 88°43'00" East a distance of 123.13 feet; thence North 01°17'00" West a distance of 102.04 feet to the point of beginning.

"TRACT J" (NINTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Beginning at the Southeast corner of "Tract C" (Second Addition to Original Parcel) of the "Park East Townhome Condominium" recorded on November 8, 1983 as Document No. 2249575; thence South 09°28'28" West a distance of 120.94 feet; thence South 88°43'00" West a distance of 132.70 feet; thence North 03°47'32" West a distance of 111.55 feet; thence North 86°04'56" East a distance of 160.33 feet to the point of beginning.

LEGAL DESCRIPTION (Continued)

"TRACT K" (TENTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Beginning at the Southeast corner of "Tract G" (Sixth Addition to Original Parcel) of the "Park East Townhome Condominium" recorded on March 14, 1984 as Document No. 2272376; thence North $01^{\circ}17'00''$ West a distance of 220.72 feet; thence South $79^{\circ}50'29''$ East a distance of 243.92 feet; thence South $24^{\circ}19'36''$ East a distance of 187.28 feet; thence South $88^{\circ}43'00''$ West a distance of 312.38 feet to the point of beginning.

"TRACT L" (ELEVENTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Beginning at the Northeast corner of "Tract A" (Original Parcel) of the "Park East Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence North $88^{\circ}43'00''$ East a distance of 367.38 feet; thence South $15^{\circ}11'58''$ East a distance of 116.93 feet; thence South $88^{\circ}43'00''$ West a distance of 395.50 feet; thence North $01^{\circ}17'00''$ West a distance of 113.50 feet to the point of beginning.

"TRACT M" (TWELFTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Beginning at the Northeast corner of "Tract L" (Eleventh Addition to Original Parcel) of "Park East Townhome Condominium" recorded on September 11, 1984 as Document No. 2309206; thence North $74^{\circ}48'02''$ East a distance of 134.71 feet; thence South $24^{\circ}19'35''$ East a distance of 296.56 feet; thence South $88^{\circ}43'00''$ West a distance of 260.71 feet; thence North $00^{\circ}17'00''$ West a distance of 127.00 feet; thence North $88^{\circ}43'00''$ East a distance of 42.00 feet; thence North $15^{\circ}11'58''$ West a distance of 116.93 feet to the point of beginning.

"TRACT N" (THIRTEENTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Beginning at the Southeast corner of "Tract A" (Original Parcel) of "Park East Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence North $01^{\circ}17'00''$ West a distance of 127.00 feet; thence North $88^{\circ}43'00''$ East a distance of 353.50 feet; thence South $01^{\circ}17'00''$ East a distance of 127.00 feet; thence South $88^{\circ}43'00''$ West a distance of 353.50 feet to the point of beginning.

"TRACT O" (FOURTEENTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Beginning at the Northeast corner of "Tract B" (First Addition to Original Parcel) of "Park East Townhome Condominium" recorded September 16, 1983 as Document No. 2238811, thence North $89^{\circ}31'09''$ East a distance of 371.21 feet; thence South $15^{\circ}32'38''$ East a distance of 193.38 feet; thence South $00^{\circ}08'57''$ West a distance of 99.04 feet; thence North $79^{\circ}50'29''$ West a distance of 203.92 feet; thence North $01^{\circ}17'00''$ West a distance of 35.43 feet; thence South $86^{\circ}04'56''$ West a distance of 216.70 feet; thence North $01^{\circ}17'00''$ West a distance of 225.71 feet to the point of beginning.

EXHIBIT 14C-1
PERCENT OF CONDOMINIUM OWNERSHIP

BLDG/UNIT	% OF OWNERSHIP	BLDG/UNIT	% OF OWNERSHIP
1 - 1	1.091592	11 - 1	1.070580
1 - 2	1.081086	11 - 2	.965519
1 - 3	1.039062	11 - 3	.934001
1 - 4	1.039062	11 - 4	1.070580
1 - 5	1.039062		
1 - 6	1.049568	3 - 1	1.070580
		3 - 2	.965519
2 - 1	1.049568	3 - 3	.934001
2 - 2	1.039062	3 - 4	1.070580
2 - 3	.997038		
2 - 4	1.007543	4 - 1	1.007543
		4 - 2	.902482
12 - 1	1.049568	4 - 3	.870963
12 - 2	1.039062	4 - 4	1.007543
12 - 3	1.039062		
12 - 4	1.049568	13 - 1	1.102099
		13 - 2	1.102099
15 - 1	1.123111		
15 - 2	1.112605	18 - 1	1.102099
15 - 3	1.070580	18 - 2	.997038
15 - 4	1.070580	18 - 3	1.028555
15 - 5	1.028555	18 - 4	.965519
15 - 6	1.039062	18 - 5	1.070580
		18 - 6	1.102099
7 - 1	1.007543		
7 - 2	.902482	17 - 1	1.102099
7 - 3	.870963	17 - 2	.997038
7 - 4	.986531	17 - 3	.965519
		17 - 4	1.102099
8 - 1	1.039062		
8 - 2	.934001	24 - 1	1.070580
8 - 3	.902482	24 - 2	.965519
8 - 4	1.039062	24 - 3	.934001
		24 - 4	1.049568
10 - 1	1.007543		
10 - 2	.965519	25 - 1	1.070580
10 - 3	.997038	25 - 2	.965519
10 - 4	.934001	25 - 3	.997038
10 - 5	1.039062	25 - 4	.934001
10 - 6	1.007543	25 - 5	1.039062
		25 - 6	1.070580
9 - 1	1.102099		
9 - 2	.997038	16 - 1	1.102099
9 - 3	.965519	16 - 2	.997038
9 - 4	1.102099	16 - 3	.965519
		16 - 4	1.070580
6 - 1	1.070580		
6 - 2	.965519	19 - 1	1.102099
6 - 3	.934001	19 - 2	.997038
6 - 4	1.070580	19 - 3	.965519
		19 - 4	1.102099
5 - 1	1.007543		
5 - 2	.902482	20 - 1	1.102099
5 - 3	.870963	20 - 2	.997038
5 - 4	.986531	20 - 3	.965519
		20 - 4	1.102099
14 - 1	1.102099		
14 - 2	.997038		
14 - 3	1.028555		
14 - 4	.965519	TOTAL	100.000000
14 - 5	1.070580		
14 - 6	1.102099		

Aug - 23 1985

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FIFTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF PARK EAST TOWNHOME CONDOMINIUM

THIS AMENDMENT, made and entered into this 8th day of August, 1985 by CENTEX HOMES ENTERPRISES, INC., ILLINOIS DIVISION, f/k/a Centex Homes Corporation, a Nevada Corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H :

WHEREAS, by a Declaration of Condominium Ownership of Park East Townhome Condominium (the "Declaration") recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2052005, the Declarant submitted certain real estate situated in the County of Lake, State of Illinois, to the provisions of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, the Declarant therein reserved the right to add all or any portion of the Add-On Property (as defined in the Declaration) to the Parcel (as defined in the Declaration) and the Condominium created by Declaration; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a First Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2238811 (the "First Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "A-1" to the First Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Second Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2249575 (the "Second Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "2A-1" to the Second Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Third Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2262913 (the "Third Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "3A-1" to the Third Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Fourth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2268738 (the "Fourth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "4A-1" to the Fourth Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Fifth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2270410 (the "Fifth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "5A-1" to the Fifth Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Sixth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2272376 (the "Sixth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "6A-1" to the Sixth Amendment; and

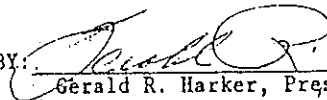
WHEREAS, the Declarant has annexed and added to the Parcel, as a Seventh Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2281977 (the "Seventh Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "7A-1" to the Seventh Amendment; and

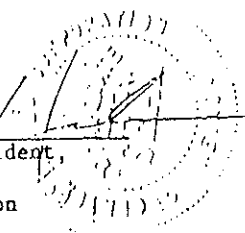
WHEREAS, the Declarant has annexed and added to the Parcel, as an Eighth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2294341 (the "Eighth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "8A-1" to the Eighth Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Ninth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2301065 (the "Ninth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "9A-1" to the Ninth Amendment; and

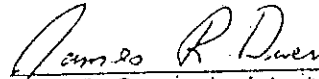
IN WITNESS WHEREOF, the Declarant has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents by its President, Illinois Division, and attested by its Assistant Secretary, Illinois Division, and the Declarant, attorney-in-fact as aforesaid, has hereunto set its hand and seal, as of the day and year written above.

CENTEX HOMES ENTERPRISES, INC.,
ILLINOIS DIVISION, f/k/a
CENTEX HOMES CORPORATION,
a Nevada corporation

BY: 
Gerald R. Harker, President,
Illinois Division of
Centex Homes Corporation



ATTEST:

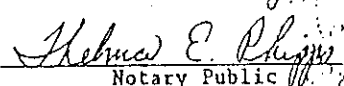

James R. Duerr, Assistant Secretary
Illinois Division of
Centex Homes Corporation
CENTEX HOMES ENTERPRISES, INC., ILLINOIS DIVISION, f/k/a

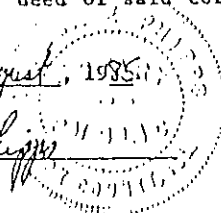
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CENTEX HOMES ENTERPRISES, INC., ILLINOIS DIVISION, f/k/a

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that GERALD R. MARKER, personally known to me to be the President, Illinois Division of Centex Homes Corporation, a Nevada corporation, and James R. Duerr, personally known to me to be the Assistant Secretary, Illinois Division of Centex Homes Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument as President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of August, 1988.


Notary Public



Commission expires: 11/09/88

THIS INSTRUMENT PREPARED BY:
Paula Kaplan Berger
McDermott, Will & Emery
111 West Monroe Street
Chicago, Illinois 60603

AFTER RECORDING, MAIL TO:
Paula Kaplan Berger
McDermott, Will & Emery
111 West Monroe Street
Chicago, Illinois 60603

EXHIBIT "15C-1"

PARK EAST
PERCENTAGE OF OWNERSHIP
112 UNITS

BLDG/UNIT	% OF OWNERSHIP	BLDG/UNIT	% OF OWNERSHIP
1 - 1	.956827	3 - 1	.938410
1 - 2	.947618	3 - 2	.846318
1 - 3	.910783	3 - 3	.818690
1 - 4	.910783	3 - 4	.938410
1 - 5	.910783		
1 - 6	.919992	4 - 1	.883154
		4 - 2	.791063
2 - 1	.919992	4 - 3	.763436
2 - 2	.910783	4 - 4	.883154
2 - 3	.873945		
2 - 4	.883154	13 - 1	.966037
		13 - 2	.966037
12 - 1	.919992		
12 - 2	.910783	18 - 1	.966037
12 - 3	.910783	18 - 2	.873945
12 - 4	.919992	18 - 3	.901572
		18 - 4	.846318
15 - 1	.984455	18 - 5	.938410
15 - 2	.975245	18 - 6	.966037
15 - 3	.938410		
15 - 4	.938410	17 - 1	.966037
15 - 5	.901572	17 - 2	.873945
15 - 6	.910783	17 - 3	.846318
		17 - 4	.966037
7 - 1	.883154		
7 - 2	.791063	24 - 1	.938410
7 - 3	.763436	24 - 2	.846318
7 - 4	.864736	24 - 3	.818690
		24 - 4	.919992
8 - 1	.910783		
8 - 2	.818690	25 - 1	.938410
8 - 3	.791063	25 - 2	.846318
8 - 4	.910783	25 - 3	.873945
		25 - 4	.818690
10 - 1	.883154	25 - 5	.910783
10 - 2	.846318	25 - 6	.938410
10 - 3	.873945		
10 - 4	.818690	16 - 1	.966037
10 - 5	.910783	16 - 2	.873945
10 - 6	.883154	16 - 3	.846318
		16 - 4	.938410
9 - 1	.966037		
9 - 2	.873945	19 - 1	.966037
9 - 3	.846318	19 - 2	.873945
9 - 4	.966037	19 - 3	.846318
		19 - 4	.966037
6 - 1	.938410		
6 - 2	.846318	20 - 1	.966037
6 - 3	.818690	20 - 2	.873945
6 - 4	.938410	20 - 3	.846318
		20 - 4	.966037
5 - 1	.883154		
5 - 2	.791063	21 - 1	.938410
5 - 3	.763436	21 - 2	.846318
5 - 4	.864736	21 - 3	.873945
		21 - 4	.818690
14 - 1	.966037	21 - 5	.846318
14 - 2	.873945	21 - 6	.938410
14 - 3	.901572		
14 - 4	.846318	22 - 1	.938410
14 - 5	.938410	22 - 2	.846318
14 - 6	.966037	22 - 3	.818690
		22 - 4	.938410
11 - 1	.938410		
11 - 2	.846318	23 - 1	.938410
11 - 3	.818690	23 - 2	.846318
11 - 4	.938410	23 - 3	.818690
		23 - 4	.938410

TOTAL

100.000000

EXHIBIT "15A-1" - LEGAL DESCRIPTION

ORIGINAL PARCEL ("TRACT A") + FIRST ADDITION ("TRACT B") + SECOND ADDITION ("TRACT C") + THIRD ADDITION ("TRACT D") + FOURTH ADDITION ("TRACT E") + FIFTH ADDITION ("TRACT F") + SIXTH ADDITION ("TRACT G") + SEVENTH ADDITION ("TRACT H") + EIGHTH ADDITION ("TRACT I") + NINTH ADDITION ("TRACT J") + TENTH ADDITION ("TRACT K") + ELEVENTH ADDITION ("TRACT L") + TWELFTH ADDITION ("TRACT M") + THIRTEENTH ADDITION ("TRACT N") + FOURTEENTH ADDITION ("TRACT O") + FIFTEENTH ADDITION ("TRACT P")

"TRACT A" (ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Commencing at the Southwest corner of the Northwest Quarter of said Section 35; thence along the West line of the Northwest Quarter of said Section 35, North 00°07'00" West 73.23 feet to a point; thence North 88°43'00" East 532.70 feet to the point of beginning; thence North 01°17'00" West 56.81 feet; thence North 51°33'03" East 304.05 feet; thence North 88°43'00" East 259.70 feet; thence South 01°17'00" East 240.50 feet; thence South 88°43'00" West 502.00 feet to the point of beginning.

"TRACT B" (FIRST ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Commencing at the Northeast corner of "Tract A" (Original Parcel) of the "Park East Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence along the North line of said "Tract A" (Original Parcel), South 88°43'00" West a distance of 90.00 feet; thence North 09°28'28" East a distance of 256.18 feet; thence South 86°04'56" West a distance of 222.64 feet; thence North 01°17'00" West a distance of 113.96 feet to the point of beginning; thence South 88°43'00" West a distance of 146.88 feet; thence North 01°17'00" West a distance of 120.00 feet; thence North 89°31'09" East a distance of 250.03 feet; thence South 01°17'00" East a distance of 116.50 feet; thence South 88°43'00" West a distance of 103.12 feet to the point of beginning.

"TRACT C" (SECOND ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Commencing at the Northwest corner of "Tract A" (Original Parcel) of the "Park East Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence along the North line of said "Tract A" (Original Parcel), South 88°43'00" West a distance of 127.00 feet; thence North 09°28'28" East a distance of 120.94 feet to the point of beginning; thence North 09°28'28" East a distance of 133.49 feet; thence South 86°04'56" East a distance of 185.27 feet; thence South 01°17'00" East a distance of 130.00 feet; thence North 86°04'56" East a distance of 160.33 feet to the point of beginning.

"TRACT D" (THIRD ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Commencing at the Northeast corner of "Tract A" (Original Parcel) of the "Park East Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence along the North line of said "Tract A" (Original Parcel), South 88°43'00" West a distance of 90.00 feet; thence North 09°28'28" East a distance of 256.18 feet; thence South 88°43'00" West a distance of 119.41 feet to the point of beginning; thence North 01°17'00" West a distance of 109.21 feet; thence South 88°43'00" West a distance of 133.12 feet; thence South 01°17'00" East a distance of 115.34 feet; thence North 86°04'56" East a distance of 133.26 feet to the point of beginning.;

"TRACT E" (FOURTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Commencing at the Northeast corner of "Tract A" (Original Parcel) of the "Park East Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence along the North line of said "Tract A" (Original Parcel), South 88°43'00" West a distance of 90.00 feet; thence North 09°28'28" East a distance of 256.18 feet;

thence South 86°04'56" West a distance of 252.67 feet to the point of beginning;
thence North 01°17'00" West a distance of 115.34 feet; thence South 88°43'00" West a
distance of 116.88 feet; thence South 01°17'00" East a distance of 119.90 feet;
thence North 86°28'57" East a distance of 116.97 feet to the point of beginning.

"TRACT F" (FIFTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East
of the Third Principal Meridian in Lake County, Illinois, described as follows:
Commencing at the Northeast corner of "Tract A" (Original Parcel) of the "Park East
Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence
along the North line of said "Tract A" (Original Parcel), South 88°43'00" West a
distance of 90.00 feet; thence North 09°28'28" East a distance of 256.18 feet;
thence South 86°04'56" West a distance of 222.64 feet to the point of beginning;
thence South 01°17'00" East a distance of 130.00 feet; thence South 88°43'00" West a
distance of 243.27 feet; thence North 01°17'00" West a distance of 124.05 feet;
thence North 88°43'00" East a distance of 96.39 feet; thence North 86°28'57" East a
distance of 116.97 feet; thence North 86°04'56" East a distance of 30.03 feet to the
point of beginning.

"TRACT G" (SIXTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East
of the Third Principal Meridian in Lake County, Illinois, described as follows:
Beginning at the Northeast corner of "Tract A" (Original Parcel) of the "Park East
Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence
along the North line of said "Tract A" (Original Parcel), South 88°43'00" West a
distance of 127.00 feet; thence North 09°28'28" East a distance of 254.43 feet;
thence North 86°04'56" East a distance of 134.65 feet; thence South 01°17'00" East a
distance of 256.15 feet; thence North 88°43'00" East a distance of 55.00 feet to the
point of beginning; and also including the following: Commencing at the Northeast
corner of "Tract A" (Original Parcel) of "Park East Townhome Condominium" recorded
on March 11, 1980 as Document No. 2052005; thence along the North line of said
"Tract A" (Original Parcel), South 88°43'00" West a distance of 259.70 feet to the
point of beginning; thence North 03°47'32" West a distance of 111.55 feet; thence
South 88°43'00" West a distance of 118.12 feet; thence South 01°17'00" East a dis-
tance of 111.45 feet; thence North 88°43'00" East a distance of 123.00 feet to the
point of beginning.

"TRACT H" (SEVENTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East
of the Third Principal Meridian in Lake County, Illinois, described as follows:
Beginning at the Southwest corner of "Tract G" (Sixth Addition to Original Parcel)
of the "Park East Townhome Condominium" recorded on March 14, 1984 as Document No.
2272376; thence North 01°17'00" West a distance of 9.41 feet; thence South 88°43'00"
West a distance of 123.13 feet; thence South 02°52'26" East a distance of 137.96
feet; thence South 01°17'00" East a distance of 55.19 feet; thence North 51°33'03"
East a distance of 304.05 feet; thence South 88°43'00" West a distance of 123.00
feet to the point of beginning.

"TRACT I" (EIGHTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East
of the Third Principal Meridian in Lake County, Illinois, described as follows:
Beginning at the Northeast corner of "Tract G" (Sixth Addition to Original Parcel)
of the "Park East Townhome Condominium" recorded on March 14, 1984 as Document No.
2272376; thence South 88°43'00" West a distance of 125.15 feet; thence South
01°17'00" East a distance of 28.95 feet; thence South 02°52'26" East a distance of
137.96 feet; thence North 88°43'00" East a distance of 123.13 feet; thence North
01°17'00" West a distance of 102.04 feet to the point of beginning.

"TRACT J" (NINTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East
of the Third Principal Meridian in Lake County, Illinois, described as follows:
Beginning at the Southeast corner of "Tract C" (Second Addition to Original Parcel)
of the "Park East Townhome Condominium" recorded on November 8, 1983 as Document No.
2249575; thence South 09°28'28" West a distance of 120.94 feet; thence South
88°43'00" West a distance of 132.70 feet; thence North 03°47'32" West a distance of
111.55 feet; thence North 86°04'56" East a distance of 160.33 feet to the point of
beginning.

"TRACT K" (TENTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Beginning at the Southeast corner of "Tract G" (Sixth Addition to Original Parcel) of the "Park East Townhome Condominium" recorded on March 14, 1984 as Document No. 2272376; thence North $01^{\circ}17'00''$ West a distance of 220.72 feet; thence South $79^{\circ}50'29''$ East a distance of 243.92 feet; thence South $24^{\circ}19'36''$ East a distance of 187.28 feet; thence South $88^{\circ}43'00''$ West a distance of 312.38 feet to the point of beginning.

"TRACT L" (ELEVENTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Beginning at the Northeast corner of "Tract A" (Original Parcel) of the "Park East Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence North $88^{\circ}43'00''$ East a distance of 367.38 feet; thence South $15^{\circ}11'58''$ East a distance of 116.93 feet; thence South $88^{\circ}43'00''$ West a distance of 395.50 feet; thence North $01^{\circ}17'00''$ West a distance of 113.50 feet to the point of beginning.

"TRACT M" (TWELFTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Beginning at the Northeast corner of "Tract L" (Eleventh Addition to Original Parcel) of "Park East Townhome Condominium" recorded on September 11, 1984 as Document No. 2309206; thence North $74^{\circ}48'02''$ East a distance of 134.71 feet; thence South $24^{\circ}19'35''$ East a distance of 296.56 feet; thence South $88^{\circ}43'00''$ West a distance of 260.71 feet; thence North $00^{\circ}17'00''$ West a distance of 127.00 feet; thence North $88^{\circ}43'00''$ East a distance of 42.00 feet; thence North $15^{\circ}11'58''$ West a distance of 116.93 feet to the point of beginning.

"TRACT N" (THIRTEENTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Beginning at the Southeast corner of "Tract A" (Original Parcel) of "Park East Townhome Condominium" recorded on March 11, 1980 as Document No. 2052005; thence North $01^{\circ}17'00''$ West a distance of 127.00 feet; thence North $88^{\circ}43'00''$ East a distance of 353.50 feet; thence South $01^{\circ}17'00''$ East a distance of 127.00 feet; thence South $88^{\circ}43'00''$ West a distance of 353.50 feet to the point of beginning.

"TRACT O" (FOURTEENTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Beginning at the Northeast corner of "Tract B" (First Addition to Original Parcel) of "Park East Townhome Condominium" recorded September 16, 1983 as Document No. 2238811, thence North $89^{\circ}31'09''$ East a distance of 371.21 feet; thence South $15^{\circ}32'38''$ East a distance of 193.38 feet; thence South $00^{\circ}08'57''$ West a distance of 99.04 feet; thence North $79^{\circ}50'29''$ West a distance of 203.92 feet; thence North $01^{\circ}17'00''$ West a distance of 35.43 feet; thence South $86^{\circ}04'56''$ West a distance of 216.70 feet; thence North $01^{\circ}17'00''$ West a distance of 225.71 feet to the point of beginning.

"TRACT P" (FIFTEENTH ADDITION TO ORIGINAL PARCEL):

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Beginning at the Northeast corner of "Tract L" (Eleventh Addition to Original Parcel) of "Park East Townhome Condominium" recorded September 11, 1984 as Document No. 2309206, thence North $24^{\circ}19'36''$ West a distance of 187.28 feet; thence North $79^{\circ}50'29''$ West a distance of 40.00 feet; thence North $00^{\circ}08'57''$ East a distance of 99.04 feet; thence North $15^{\circ}32'38''$ West a distance of 193.38 feet; thence North $89^{\circ}31'09''$ East a distance of 127.57 feet; thence along a curve to the left having a radius of 3605.70 feet a distance of 391.90 feet, the chord of which bears South $21^{\circ}12'53''$ East and measures 391.71 feet, thence South $24^{\circ}19'35''$ East a distance of 69.84 feet; thence South $74^{\circ}48'02''$ West a distance of 134.71 feet to the point of beginning.

WHEREAS, the Declarant has annexed and added to the Parcel, as a Tenth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2304951 (the "Tenth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "10A-1" to the Tenth Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as an Eleventh Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2309206 (the "Eleventh Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "11A-1" to the Eleventh Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Twelfth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2315956 (the "Twelfth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "12A-1" to the Twelfth Amendment; and

WHEREAS, the Declarant has annexed and added to the Parcel, as a Thirteenth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2321054 (the "Thirteenth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "13A-1" to the Thirteenth Amendment;

WHEREAS, the Declarant has annexed and added to the Parcel, as a Fourteenth Amendment to Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2337478 (the "Fourteenth Amendment") wherein the Declarant submitted to the provisions of the Act and the Declaration, that certain real estate legally described in Exhibit "14A-1" to the Fourteenth Amendment;

WHEREAS, the Declarant now desires to further annex and add to the Parcel and submit to the provisions of the Act and the Declaration certain real estate (the "Fifteenth Additional Parcel") described on Page 1 of the Exhibit "B" attached hereto, which Fifteenth Additional Parcel is a portion of the said Add-On Property;

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

1. The Fifteenth Additional Parcel is hereby annexed to the Parcel and, by reason of this Amendment and the terms of the Declaration, submitted to the provisions of the Act as a part of Park East Townhome Condominium and the Fifteenth Additional Parcel shall be governed in all respects by the terms and provisions of the Declaration.

2. Exhibit "A" of the Declaration as amended by Exhibit "A-1" of the First Amendment, Exhibit "2A-1" of the Second Amendment, Exhibit "3A-1" of the Third Amendment, Exhibit "4A-1" of the Fourth Amendment, Exhibit "5A-1" of the Fifth Amendment, Exhibit "6A-1" of the Sixth Amendment, Exhibit "7A-1" of the Seventh Amendment, Exhibit "8A-1" of the Eighth Amendment, Exhibit "9A-1" of the Ninth Amendment, Exhibit "10A-1" of the Tenth Amendment, Exhibit "11A-1" of the Eleventh Amendment, Exhibit "12A-1" of the Twelfth Amendment, Exhibit "13A-1" of the Thirteenth Amendment, and Exhibit "14A-1" of the Fourteenth Amendment, is hereby amended by deleting Exhibit "14A-1" of the Fourteenth Amendment and substituting therefor Exhibit "15A-1" which is attached hereto.

3. Exhibit "B" of the Declaration, as amended by the First Amendment by the deletion of Page 1 thereto and the addition of Pages 7 and 8 of the Plat attached to the First Amendment, and as further amended by the Second Amendment by the deletion of Page 1 of the Plat attached to the First Amendment and the further addition of Pages 9 and 10 of the Plat attached to the Second Amendment, and as further amended by the Third Amendment by the deletion of Page 1 of the Plat attached to the Second Amendment and the further addition of Pages 11 and 12 of the Plat attached to the Third Amendment, and as further amended by the Fourth Amendment by the deletion of Page 1 of the Plat attached to the Third Amendment and the further addition of Pages 13 and 14 of the Plat attached to the Fourth Amendment, and as further amended by the Fifth Amendment by the deletion of Page 1 of the Plat attached to the Fourth Amendment and the further addition of Pages 15 and 16 of the Plat attached to the Fifth Amendment, and as further amended by the Sixth Amendment by the deletion of Page 1 of the Plat attached to the Fifth Amendment and the further addition of Pages 17 and 18 of the Plat attached to the Sixth Amendment, and as further amended by the Seventh Amendment by the deletion of Page 1 of the Plat attached to the Sixth Amendment and the further addition of Pages 19 and 20 of the Plat attached to the Seventh Amendment, and as further amended by the Eighth Amendment by the deletion of

Page 1 of the Plat attached to the Seventh Amendment and the further addition of Pages 21 and 22 of the Plat attached to the Eighth Amendment, and as further amended by the Ninth Amendment by the deletion of Page 1 of the Plat attached to the Eighth Amendment and the further addition of Pages 23 and 24 of the Plat attached to the Ninth Amendment, and as further amended by the Tenth Amendment by the deletion of Page 1 of the Plat attached to the Ninth Amendment and the addition of Page 1 of the Plat attached to the Tenth Amendment and the further addition of Pages 25 and 26 of the Plat attached to the Tenth Amendment, and as further amended by the Eleventh Amendment by the deletion of Page 1 attached to the Tenth Amendment and the addition of Page 1 attached to the Eleventh Amendment and the further addition of Pages 27 and 28 of the Plat attached to the Eleventh Amendment, and as further amended by the Twelfth Amendment by the deletion of Page 1 attached to the Eleventh Amendment and the addition of Page 1 attached to the Twelfth Amendment and the further addition of Pages 29 and 30 of the Plat attached to the Twelfth Amendment, and as further amended by the Thirteenth Amendment by the deletion of Page 1 attached to the Twelfth Amendment and the addition of Page 1 attached to the Thirteenth Amendment and the further addition of Pages 31 and 32 of the Plat attached to the Thirteenth Amendment, and as further amended by the Fourteenth Amendment by the deletion of Page 1 attached to the Thirteenth Amendment and the addition of Page 1 attached to the Fourteenth Amendment and the further addition of Pages 33 and 34 of the Plat attached to the Fourteenth Amendment, is hereby further amended by the deletion of Page 1 of the Plat attached to the Fourteenth Amendment and the addition of Page 1 of the Plat attached hereto and the further addition of Pages 35 and 36 of the Plat attached hereto.

4. Exhibit "C" of the Declaration, as amended by Exhibit "C-1" of the First Amendment, and as further amended by Exhibit "2C-1" of the Second Amendment, and as further amended by Exhibit "3C-1" of the Third Amendment, and as further amended by Exhibit "4C-1" of the Fourth Amendment, and as further amended by Exhibit "5C-1" of the Fifth Amendment, and as further amended by Exhibit "6C-1" of the Sixth Amendment, and as further amended by Exhibit "6C-1" of the Seventh Amendment, and as further amended by Exhibit "8C-1" of the Eighth Amendment, and as further amended by Exhibit "9C-1" of the Ninth Amendment, and as further amended by Exhibit "10C-1" of the Tenth Amendment, and as further amended by Exhibit "11C-1" of the Eleventh Amendment, and as further amended by Exhibit "12C-1" of the Twelfth Amendment, and as further amended by Exhibit "13C-1" of the Thirteenth Amendment, and as further amended by Exhibit "14C-1" of the Fourteenth Amendment, is hereby amended by deleting said Exhibit "14C-1" and substituting therefor Exhibit "15C-1" which is attached hereto and made a part hereof.

5. The Additional Common Elements added by this Amendment are hereby granted and conveyed to the grantees of all Units of Park East Townhome Condominium, including the grantees of Units heretofore conveyed, all as set forth in the Declaration.

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

Permanent Real Estate Index No. 15-35-100-126
15-35-100-147

Property Address:

Building 21: Unit #1, 372 Goshawk Lane, Deerfield, Illinois 60015
Unit #2, 374 Goshawk Lane, Deerfield, Illinois 60015
Unit #3, 376 Goshawk Lane, Deerfield, Illinois 60015
Unit #4, 378 Goshawk Lane, Deerfield, Illinois 60015
Unit #5, 380 Goshawk Lane, Deerfield, Illinois 60015
Unit #6, 382 Goshawk Lane, Deerfield, Illinois 60015

Building 22: Unit #1, 290 Bunting Court, Deerfield, Illinois 60015
Unit #2, 288 Bunting Court, Deerfield, Illinois 60015
Unit #3, 286 Bunting Court, Deerfield, Illinois 60015
Unit #4, 284 Bunting Court, Deerfield, Illinois 60015

Building 23: Unit #1, 281 Bunting Court, Deerfield, Illinois 60015
Unit #2, 283 Bunting Court, Deerfield, Illinois 60015
Unit #3, 285 Bunting Court, Deerfield, Illinois 60015
Unit #4, 287 Bunting Court, Deerfield, Illinois 60015

Legal Description

That part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Commencing at the Southwest Corner of the Northwest Quarter of said Section 35 thence along the West Line of the Northwest Quarter of said Section 35, North 00° 07' 00" West 73.23 Feet to a point; thence North 88° 43' 00" East 532.70 feet to the point of beginning; thence North 01° 17' 00" West 56.81 feet; thence North 51° 33' 03" East 304.05 feet; thence North 88° 43' 00" East 259.70 feet; thence South 01° 17' 00" East 240.50 feet; thence South 88° 43' 00" West 502.00 feet to the point of beginning.

Plus the following:

Commencing at the Southwest corner of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian; thence along the West line of the Northwest Quarter of said Section 35 North 00 degrees 07 minutes 00 seconds West 73.23 feet to a point; thence North 88 degrees 43 minutes 00 seconds East 532.70 feet to the point of beginning; thence along the Easterly line of "Winston Park North Condominiums" the following courses and distances: North 01 degree 17 minutes 00 seconds West 112.00 feet, North 02 degrees 52 minutes 26 seconds West 211.08 feet, North 01 degree 17 minutes 00 seconds West 153.00 feet, North 88 degrees 43 minutes 00 seconds East 96.39 feet, and North 01 degree 17 minutes 00 seconds West 239.90 feet; thence North 89 degrees 31 minutes 09 seconds East 748.81 feet; thence South-easterly along a curve to the left being parallel to and 300 feet Westerly of the center line of Milwaukee Avenue having a radius of 3,605.70 feet a distance of 391.90 feet to a point of tangency; thence tangent to the last described curve and parallel to and 300 feet Westerly of the centerline of Milwaukee Avenue, South 24 degrees 19 minutes 35 seconds East 366.40 feet; thence South 88 degrees 43 minutes 00 seconds West 1116.21 feet to the point of beginning, excepting therefrom that part of the Northwest Quarter of Section 35, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows: Commencing at the Southwest corner of the Northwest Quarter of said Section 35; thence along the West line of the Northwest quarter of said Section 35, North 00 degrees 07 minutes 00 seconds West 73.23 feet to a point; thence North 88 degrees 43 minutes 00 seconds East 532.70 feet to a P.O.B.; thence North 01 degree 17 minutes 00 seconds West 56.81 feet; thence North 51 degrees 33 minutes 03 seconds East 304.05 feet; thence North 88 degrees 43 minutes 00 seconds East 259.70 feet; thence South 01 degree 17 minutes 00 seconds East 240.50 feet; thence South 88 degrees 43 minutes 00 seconds West 502.00 feet to the point of beginning.

All in Lake County, Illinois

3762672

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Filed for Record in:
LAKE COUNTY, IL
FRANK J. NUSTRAL-RECORDER
On Dec 20 1995
At 4:32pm
Receipt #: 5810
Doc/Type : AMD
Deputy - Cashier #3

Frank J. Nustral

**THIS DOCUMENT HAS BEEN
PREPARED BY, AND AFTER
RECORDATION SHOULD BE
RETURNED TO:**

Arnstein & Lehr
120 South Riverside Plaza
Suite 1200
Chicago, Illinois 60606
Attention: David M. Bendoff

**RECORDING
FEE-REC'D**

AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
PARK EAST TOWNHOME CONDOMINIUM

This document is recorded for the purpose of amending the Declaration of Condominium Ownership (hereafter referred to as "Declaration") for Park East Townhome Condominium Association (hereafter referred to as "Association") which Declaration was recorded on March 11, 1980, as Document No. 2052005 in the Office of the Recorder of Deeds of Lake County, Illinois, against the property (hereafter referred to as "Property") legally described in Exhibit "A" attached hereto.

This amendment is adopted pursuant to the provisions of Section 27(b)(1) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/27. This section of the Act provides that, where there is an omission or error in the Declaration, By-Laws or other condominium instruments, the Association may correct the error or omission by an amendment in order to conform the instrument with the provisions of the Act. The amendment may be adopted by a vote of two-thirds ($\frac{2}{3}$) of the members of the Board of Managers unless the Board of Managers' action is rejected by a majority of the votes of the unit owners at a meeting of the unit owners duly called for that purpose pursuant to a written petition of the unit owners having twenty percent of the votes of the Association filed within thirty (30) days after the action of the Board of Managers to approve the amendment.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Lake County, Illinois, the Property has been submitted to the provisions of the Act; and

WHEREAS, provisions of the Act establish certain requirements which the Association is required by law to follow, and with which the present Declaration is in conflict; and

WHEREAS, because of this conflict between the language of the Declaration and the Act, there is the likelihood that confusion, illegal action, or litigation could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of Managers of the Association; and

WHEREAS, Section 27(b)(1) of the Act provides a procedure for amending the Declaration to correct omissions and other errors in the Declaration; and

WHEREAS, this amendment to the Declaration was approved by at least two-thirds ($\frac{2}{3}$) of the members of the Board of Managers of the Association at a duly called meeting held October 25, 1995; and

WHEREAS, the Board of Managers of the Association has given written notice of its action to all unit owners according to the procedures set forth in the Act; and

WHEREAS, the requisite number of unit owners failed to submit a written petition to the Board of Managers within thirty days of the Board of Managers' action, as provided by Section 27(b)(3) of the Act;

NOW THEREFORE, the Declaration of Condominium for Park East Townhome Condominium Association is hereby amended in accordance with the text as set forth in Exhibit "B", which is attached hereto and made a part hereof.

Except as expressly provided in this amendment, the remaining provisions of the Declaration are hereby confirmed and ratified and shall continue in full force and effect without change.

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EXHIBIT "A"
LEGAL DESCRIPTION

(SEE ATTACHED)

Commonly Known As: _____

Deerfield, Illinois 60____

Permanent Index Number: _____
through and including _____

3762672

EXHIBIT "B"
TEXT OF AMENDMENT
TO THE DECLARATION
FOR
PARK EAST TOWNHOME CONDOMINIUM

1. Article V, Paragraph (b) of the Declaration is hereby amended by deleting the phrase "and shall reside on the Property" and the phrase ", so long as any such agent or beneficiary (other than a person designated by the Declarant) resides on the Property" from the second sentence.

2. Article V, Paragraph (c) of the Declaration is hereby amended by adding the following:

"A Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy shall be invalid after eleven months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution.

Any proxy distributed for Board elections by the Board of Managers must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

Where there is more than one owner of a Unit, if only one of the multiple owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement when any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

In the event of a resale of a Unit, the purchaser of a Unit from a seller pursuant to an installment contract to purchase, shall, during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board of Managers at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board of Managers and to be elected to and serve on the Board of Managers unless the seller expressly retains in writing any or all such rights. In no event may the seller and purchaser both be counted toward a quorum,

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be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agent. For purposes of this section "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures", approved August 11, 1967 as amended (765 ILCS 75/1)."

3. Article V, Paragraph (d)(1) of the Declaration is hereby amended by deleting the second sentence and replacing it with the following:

"The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage."

4. Article V, Paragraph (d)(2) of the Declaration is hereby amended by adding the following:

"One of the purposes of the annual meeting of the Unit Owners shall be to elect members of the Board of Managers."

5. Article V, Paragraph (d)(3)(ii) of the Declaration is hereby amended by deleting the phrase ", mortgage, pledge". Article V, Paragraph (d)(3) is further amended by deleting the second sentence in its entirety and replacing it with the following:

"Special meetings of the Unit Owners can be called by the President, Board of Managers, or by twenty percent (20%) of Unit Owners."

6. Article V, Paragraph (f)(1) of the Declaration is hereby amended by adding the following:

"The remaining members of the Board may fill a vacancy on the Board by a two-thirds ($\frac{2}{3}$) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting.

The remaining members of the Board may fill a vacancy among the officers for the unexpired term of office.

If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time.

The Board shall meet at least four (4) times annually.

The Board of Managers may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate. "

7. Article V, Paragraph (f)(2) of the Declaration is hereby amended by adding the following:

"The Secretary of the Association is hereby designated as the person to mail and receive all notices as provided for in the Condominium Property Act and in this Declaration. Unless otherwise provided by the Condominium Property Act, amendments to the condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board of Managers."

8. Article V, Paragraph (f)(4) of the Declaration is hereby deleted in its entirety and replaced with the following:

"INTENTIONALLY LEFT BLANK"

9. Article V, Paragraph (f)(5) of the Declaration is hereby deleted in its entirety and replaced with the following:

"Meetings of the Board shall be open to any Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee; or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe

reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered to Board members at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. In addition, copies of notices of meetings of the Board of Managers shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board of Managers except where there is no common entranceway for seven (7) or more Units, the Board of Managers may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted.

Special meetings of the Board of Managers can be called by the President or twenty-five percent (25%) of the members of the Board."

10. Article V, Paragraph (g)(5) of the Declaration is hereby amended by adding the following:

"The Board of Managers may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent, and children."

11. Article V, Paragraph (g) of the Declaration is hereby amended by adding the following Subparagraph (13):

"(13) The powers and duties of the Board of Managers shall also include, but shall not be limited to, the following:

- (a) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection (13)(a) shall be deemed to invalidate any provision in the condominium instruments placing limits on expenditures for the Common Elements, provided that, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or

damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the common elements may result in an improvement over the original quality of such elements or facilities; provided that, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board of Managers, upon written petition by Unit Owners with 20 percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider such expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;

- (b) To prepare, adopt and distribute the annual budget for the Property;
- (c) To levy and expend assessments;
- (d) To collect assessments from Unit Owners;
- (e) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (f) To obtain adequate and appropriate kinds of insurance;
- (g) To own, convey, encumber, lease and otherwise dealing with Units conveyed to or purchased by it;
- (h) To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments;

- (i) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (j) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units;
- (k) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;
- (l) To impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association;
- (m) By a majority vote of the entire Board of Managers, to assign the right of the Association to future income from Common Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association;
- (n) To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Condominium Property Act;
- (o) To record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act;
- (p) To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Condominium Property Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body; and
- (q) To reasonably accommodate the needs of a handicapped Unit Owner as required by the federal Civil Rights Act of 1968, the Human Rights

Act and any applicable local ordinances, in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit.”

12. Article V, Paragraph (g) of the Declaration is hereby amended by adding the following Subparagraph (14):

“(14) The Association may, upon adoption of the appropriate rules by the Board of Managers, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. A candidate for election to the Board of Managers or such candidate’s representative shall have the right to be present at the counting of ballots at such election.”

13. Article XI, Paragraph (a) of the Declaration is hereby amended by adding the following:

“Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes.

Each Unit Owner shall receive notice, in the same manner as provided for in the Condominium Property Act for membership meetings, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.”

14. Article XI, Paragraph (b) of the Declaration is hereby amended by deleting the fifth Sentence and replacing it with the following:

“(1) Except as provided in subsection (3) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board of Managers, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit

Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

(2) Any Common Expense not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed against all Unit Owners.

(3) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board of Managers without being subject to Unit Owner approval or the provisions of item (1) above or item (4) below. As used herein, "emergency" means an immediate danger to the structural integrity of the common elements or to the life, health, safety or property of the Unit Owners.

(4) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds of the total votes of all Unit Owners.

(5) The Board of Managers may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (3) and (4), the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved."

15. Article XI of the Declaration is hereby amended by adding the following Paragraph (i):

"(i) The Association shall have no authority to forebear the payment of assessments by any Unit Owner."

16. Article XIV, Paragraph (a)(6) of the Declaration is hereby deleted in its entirety and replaced with the following:

"The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in the custody or control of the Association plus the Association reserve fund. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall bear the cost of

the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company. The Association shall be the direct obligee of any such fidelity bond. A management company holding reserve funds of the Association shall at all times maintain a separate account for each Association, provided, however, that for investment purposes, the Board of Managers of the Association may authorize a management company to maintain the Association's reserve funds in a single interest bearing account with similar funds of other associations. The management company shall at all times maintain records identifying all moneys of each association in such investment account. The management company may hold all operating funds of associations which it manages in a single operating account but shall at all times maintain records identifying all moneys of each association in such operating account. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company."

17. Article XXIX of the Declaration is hereby amended by adding the following Paragraph (f):

"(f) A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Act, the condominium instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void."

18. Article XXIX of the Declaration is hereby amended by adding the following Paragraph (g):

"(g) The provisions of the Condominium Property Act, the Declaration, By-Laws, other condominium instruments and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed or renewed on or after August 30, 1984. With regard to any lease entered into subsequent to August 10, 1990, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Act or by the

Declaration, Bylaws, and rules and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws.”

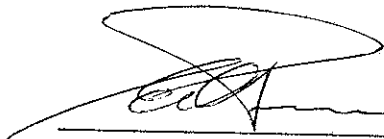
19. Article XXIX of the Declaration is hereby amended by adding the following Paragraph (h):


“(h) In the event of any default by any Unit Owner, his tenant, invitee or guest in the performance of his obligations under the Illinois Condominium Property Act or under the Declaration, By-Laws, or the Rules and Regulations of the Board of Managers, the Board of Managers or its agents shall have such rights and remedies as provided in the Illinois Condominium Property Act or Declaration or By-Laws including the right to maintain an action for possession against such defaulting Unit Owner or his tenant for the benefit of all the Unit Owners in the manner prescribed by Article IX of the Code of Civil Procedure. Any attorneys’ fees incurred by the Association arising out of a default by any Unit Owner, his tenant, invitee or guest in the performance of any of the provisions of the Declaration, By-Laws, rules and regulations or any applicable statute or ordinance shall be added to, and deemed a part of, his respective share of the Common Expense.”

END OF TEXT OF AMENDMENT

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Managers of the Park East Townhome Condominium Association established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby approve of and consent to this Amendment to the Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amendment at a duly called meeting of the Board of Managers of Park East Townhome Condominium Association held on October 25, 1995.


Printed name: E. C. Piek


Printed name: ALAN S. BERDAN

Wendell Beedle
Printed name: WENDELL BEEDLE

Thelma E. Phipps
Printed name: Thelma E. Phipps

Joyce Gloppe
Printed name: Joyce Gloppe

BOARD OF MANAGERS OF
PARK EAST TOWNHOME
CONDOMINIUM ASSOCIATION

ATTEST: Wendell Beedle
Secretary

3762672
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AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

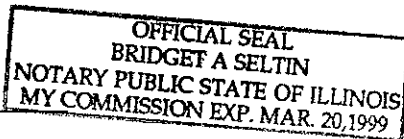
I, WENDELL BEEDE, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Park East Townhome Condominium Association and as such Secretary and keeper of the books and records of said condominium I further state that the foregoing amendment was approved by at least two-thirds (2/3) of the members of the Board of Managers of said condominium, at a meeting of the Board of Managers duly noticed convened and held for that purpose on October 25, 1995 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amendment either was delivered personally to each unit owner at the Association or was sent by certified mail, postage prepaid, to each unit owner in the Association at the address of the unit or such other address as the owner has provided to the Board of Managers for purposes of mailing notices. I further state the unit owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment to the Declaration.

Wendell Beede
Secretary of the Park East Townhome
Condominium Association

SUBSCRIBED AND SWORN to
before me this 14 day
of December, 1995

Bridget A. Seltn

Notary Public



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