

DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

HIDDEN LAKE ESTATES CONDOMINIUM

DELIVERED

10

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The captions contained in this Declaration are inserted only as a matter of convenience and in no way define, limit or extend the scope of this Declaration or any provision hereof.

DECLARATION OF CONDOMINIUM
PURSUANT TO THE CONDOMINIUM
PROPERTY ACT
HIDDEN LAKE ESTATES
CONDOMINIUM

This DECLARATION made and entered into this 11th day of April, 1980, by PALOS BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1979, AND KNOWN AS TRUST NO. 1-1574 (for convenience hereinafter referred to as the "TRUSTEE").

W I T N E S S E T H :

WHEREAS, TRUSTEE is the owner in fee simple of certain real estate, hereinafter described in Cook County, Illinois; and

WHEREAS, the hereinafter described real estate is improved with buildings containing four (4) residential units which buildings shall be known as HIDDEN LAKE ESTATES CONDOMINIUM; and

WHEREAS, the TRUSTEE intends to and does hereby submit such 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, to the provisions of the "Condominium Property Act" of the State of Illinois, as amended from time to time; (hereinafter referred to as "ACT") and

WHEREAS, TRUSTEE desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units; and

WHEREAS, TRUSTEE desires and intends that the several unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all time 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 cooperation aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, TRUSTEE declares as follows:

1. Definitions. (a) The following words and terms, whenever used herein shall have the same meaning as provided for such words and terms in Section 2 of said Condominium Property Act:

"Parcel", "Property", "Common Elements", "Person", "Unit Owner", "Majority", "Majority of Unit Owners", "Plat", "Record", "Unit".

(b) The word "Occupant" means a person or persons, other than an owner, in possession of one or more units.

(c) The word "Developer", as defined in Section 2 of said Condominium Act and referred to in this Declaration, refers to HIDDEN LAKE DEVELOPMENT COMPANY, a Corporation of Illinois.

(d) The "Association" as defined in the Condominium Property Act and as referred to in the Declaration shall mean the HIDDEN LAKE CONDOMINIUM ASSOCIATION.

(e) "Additional Land" means the real estate legally described in Exhibit "C" attached hereto.

(f) The words "Common Elements" mean all portions of the property, except the Units, including, but not limited to the land, foundation, walls, hallways, stairways, entrances and exits, lobbies, roofs, pipes, ducts, hose bibs, electrical wiring and conduits (except pipes, ducts, electrical wiring

and conduits situated entirely within a Unit and serving only such Unit) heating systems serving hallways, entrances and lobbies, public utility lines, structural parts of the building, outside walks, driveway, landscaping and all other portions of the Property except the individual Units. Any reference to Common Elements appearing on the Plat shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

(g) "Limited Common Elements" mean a portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain unit or units to the exclusion of other units. Including, but not limited to, sidewalks, driveways, porches and swimming pool.

2. Legal Description of Parcel. The parcel hereby submitted to the provisions of the Condominium Property Act is legally described as follows:

3. Description of Units. All units are delineated on the plat hereto attached as Exhibit "A" and made a part of this Declaration. The legal description of each unit for residential purposes shall consist of the identifying number of such unit as shown on the plat, which units are legally described as follows:

Units 1, 2, 3, and 4 as delineated on the Plat of Survey of the following described real estate (taken as a tract):

Which plat of survey is attached as Exhibit "A" to the Declaration of Condominium made by PALOS BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1979, AND KNOWN AS TRUST NO. 1-1574 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on _____, 1980, as Document No. _____.

4. Ownership of Common Elements. (a) Each unit shall own an undivided interest in the common elements as a tenant in common with all the other unit owners and except as otherwise limited in the Declaration, shall have the right to the use and occupancy of his unit as a place of residence and such other incidental uses permitted by the Declaration which right shall be appurtenant to and run with the unit. The extent or amount of such ownership shall be expressed by a percentage amount and once determined shall remain constant unless changed as provided for in the Condominium Property Act or by approval of all owners. The TRUSTEE has so determined each unit's corresponding percentage of ownership in the common elements as set forth in Exhibit "B" attached hereto.

(b) Use of the Common Elements. Each Unit Owner and occupant shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners and occupants as may be required for the purpose of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner or apartment occupied by an occupant. Such right to use the Common Elements shall extend to each Unit Owner and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving such Unit along or with adjoining Units. Such rights to use and possess the Common Elements, including the Limited Common Elements, other than the Limited Common Elements of the Commercial Unit, hereafter defined, shall be subject to and governed by the provisions of the Act and of this Declaration and By-Laws herein and the rules and regulations of the Association.

(c) Maintenance and repair of Common Elements and of Units.

Each Unit Owner shall be responsible for and shall furnish at his own expense all of the upkeep, maintenance, repair and replacements within his own unit.

Maintenance, repair, management and operation of Common Elements, including the Limited Common Elements, with the exception of the Limited Common Elements of the Commercial Unit shall be the responsibility of the Association and the expenses for such maintenance, repair, management and operation shall be assessed to the Unit Owners in accordance with their respective percentage of unit ownership as set forth in Exhibit "B" herein. The owner of the Commercial Unit shall be wholly responsible for the care, upkeep and maintenance of the Limited Common Elements appertaining thereto.

Limited Common Elements. Except as otherwise in this Declaration provided, the Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use of particular Units. Without limiting the generality of the foregoing, the Limited Common Elements shall include the following, all of which are indicated as such on the Plat: Any sidewalk, driveway, patio, balcony, open proches, direct access to which is provided from a Unit and which is located outside of and adjoining such Unit. Each Limited Common Element shall be identified on the Plat by the distinguishing mark or symbol as herein set forth.

Transfer of Limited Common Elements. The use of Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the condominium instruments and the provisions of this Declaration executed by all Unit Owners who are parties to this transfer and consented to by all other Unit Owners who have any right to use the Limited Common Elements affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board of Managers. The amendment shall contain a statement from the parties

involved in the transfer which set forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reappointment of their respective shares, the Board of Managers shall decide such reappointment. No transfer shall become effective until the amendment has been recorded. Rights and obligations in respect to any Limited Common Elements shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this section.

5. Encroachments, Easements, Parking and Storage. (a)

In the event that by reason of the construction, reconstruction, settlement or shifting of the buildings, or the design or construction of any unit, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements, or any portion of any 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 so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of said owner or owners.

(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 over, under, along and on any part of the common elements as they exist on the date of the recording hereof.

(c) All easements and rights described herein are easements appurtenant, running with the land and shall insure to the benefit of and be binding on the undersigned,

its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

(d) 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 trustee 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.

6. Pipes, etc. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets) and structural components running through a unit and serving more than one unit or serving or extending into, the common elements, or any part thereof, shall be deemed part of the common elements.

7. Add-On Condominium.

A. Additional Land. The TRUSTEE and DEVELOPER hereby reserve the right and option at any time and from time to time, within a period of ten (10) years after the date of recording of this Declaration in the office of the Cook County, Illinois Recorder, to add-on and annex to the property, all or any portion of the "Additional Land", and in connection therewith to reallocate percentage interests in the common elements as hereinafter described, by recording an amendment or amendments to this Declaration executed solely by the TRUSTEE (each such instrument being hereinafter referred to as "Amendment to Condominium Declaration") which shall set forth the legal description of the additional parcel or parcels with the Additional Land to be annexed to the property and which shall otherwise be in compliance with the requirements of the Act. Upon the recording of each such Amendment to Condominium Declaration, the additional parcel or parcels therein described shall be deemed submitted to

the Act and governed in all respects by the provisions of the condominium instruments and shall thereupon become part of the property. No portion or portions of the additional land shall be subject to any of the provisions of the condominium instruments unless and until an amendment to Condominium Declaration is recorded annexing such portion or portions to the property as aforesaid. The unit owners shall have no rights whatsoever in or to any portion of the additional land, unless and until an amendment to Condominium Declaration is recorded annexing such portion to the property as aforesaid. Upon the expiration of said ten (10) year period, no portions of the additional land which have not theretofore been made part of or annexed to the property shall thereafter be annexed to the property. No portions of the additional land must be added to the property. Portions of the additional land may be added to the property at different times within such ten (10) year period. Except as may be required by applicable laws and ordinances, there shall be no limitations on the order in which portions of the additional land may be added to the parcel, or as to the boundaries of these portions. (Structures, improvements, buildings and units to be constructed on portions of the additional land which are added to the property shall be compatible with the configuration of the property in relation to density, use, construction and architectural style.) Subject to any limitation imposed by applicable laws and ordinances, the maximum number of units which may be created on the additional land shall be one hundred and four (104) units and the maximum number of units which may be created in (each acre) of any portion of the additional land which is added to the property shall be (seven (7) units.) Approximately 4.8 acres of the Additional Land is a lake. This lake or portions thereof will be added to the Condominium Declaration at a later time as a Common Element. The care, upkeep and maintenance of the lake will be a common expense of the Association. The

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DEVELOPER also reserves the right to build a Commercial Unit on the Additional Land. The Commercial Unit will be a recreation center with a swimming pool as a Limited Common Element. The owner of the Commercial Unit (Unit C-1) shall have the right to charge other Unit Owners a fee to join the Recreation Center and use the facilities. All Unit Owners shall have the right to join the Recreation Center at a fee set by the owner. The membership of the Recreation Center is not solely limited to the other Unit Owners. In all cases in which the DEVELOPER or TRUSTEE exercises the option to add part of the additional land to the property, the contracts for the constructions and delivery of such part of the additional land shall contain a date for the completion and delivery of such part of the additional land to be constructed.

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

1. An amendment to the legal description on the third page of this Declaration which shall add to the legal description of the parcel that portion or portions of the additional land annexed to the property;
2. An amendment to the plat (Exhibit "A" attached hereto) which shall show the boundaries of the portion or portions of the additional land annexed to the parcel, and delineating and describing the units constructed or to be constructed on the portions of the annexed additional land;
3. An amendment to Exhibit "B" attached hereto which shall set forth the amended percentages of ownership interest in the common elements, including the common elements attributable to those portions of the additional land annexed to the property, allocable to each unit, including all existing units and additional units added by such amendment to Condominium Declaration; and
4. An amendment to Exhibit "C" attached hereto which shall subtract from the legal description of the additional land those portions of the additional land annexed to the property by such amendment to Condominium Declaration.

C. Determination of Amendments to Percentages of Ownership Interest in Common Elements. The percentages

of ownership interest in the common elements allocable to each unit, as amended by each amendment to Condominium

Declaration, shall be determined as follows:

1. The common elements, as amended by such amendment to Condominium Declaration, shall be deemed to consist of the common elements as existing immediately prior to the recording of such amendment to Condominium Declaration (the "Existing Common Elements") and the common elements added by such amendment to the Condominium Declaration (the "Added Common Elements");
2. The units, as amended by such amendment to Condominium Declaration, shall be deemed to consist of the units as existing immediately prior to the recording of such amendment to Condominium Declaration (the "Existing Units") and the Units added by such amendment to Condominium Declaration (the "Added Units");
3. The value of each of the Added Units (which value shall be determined by Developer) shall be added to the value of each of the existing units (which value shall be determined by Developer) and the total of all of such values shall be deemed to be the new value of the units as a whole. Each of such values shall be determined by Developer as of the date of recording each amendment to Condominium Declaration and each of such values determined by Developer shall be unconditionally binding and conclusive for all purposes notwithstanding the sale price of any unit or units;
4. The percentage of ownership interest in the entire common elements (both the existing common elements and the added common elements) to be allocated to each of the units (both the existing units and the added units) shall be computed by dividing the value of such unit (as determined by Developer as described in the preceding subparagraph 3) by the value of the units as a whole (as determined by Developer as determined in the preceding subparagraph 3). The percentage interest of the Commercial Unit shall be twice that of the largest residential unit;
5. The existing units shall be entitled to their respective percentages of ownership interest in the common elements, as set forth in such amendment to Condominium Declaration, in the added common elements and in the existing common elements;

6. The added units shall be entitled to their respective percentages of ownership interest in the common elements, as set forth in such amendment to Condominium Declaration, in the added common elements and in the existing common elements;
7. All of the provisions of the condominium instrument, as amended by each successive amendment to Condominium Declaration, shall be deemed to apply to all of the units (both the added units and the existing units) and to all of the common elements (both the added common elements and the existing common elements); and
8. The recording of an amendment to Condominium Declaration shall not alter or affect the amount of any lien for common expenses due from any unit owner of any existing unit prior to such recording, nor the respective amounts theretofore assessed to or due from unit owners of existing units for common expenses or other assessments.

D. Existing Mortgages. Upon recording of each amendment to Condominium Declaration, the lien of each mortgage encumbering an existing unit, together with its appurtenant percentage of ownership interest in the existing common elements, shall automatically be deemed to be adjusted and amended to encumber such unit and the respective percentage of ownership interest in the common elements for such existing unit as set forth in such amendment to Condominium Declaration, and the lien of such mortgage shall automatically attach to such percentage interest in the added common elements.

C. Binding Effect. Each unit owner and each mortgagee, grantee, heir, administrator, executor, legal representative, successor and assign of such unit owner, by such person's or entity's acceptance of any deed or mortgage or other interest in or with respect to any unit ownership, shall be deemed to have expressly agreed and consented to (i) each and all of the provisions of this Article 7; (ii) the recording of each amendment to Condominium Declaration which may amend and adjust such person's or entity's respective

percentage of ownership interest in the common elements including the existing common elements and the added common elements from time to time as provided in this Article 7; and (iii) all of the provisions of each amendment to Condominium Declaration which may hereafter be recorded in accordance with the provisions of this Article 7. The acceptance by any of such persons or entities of any deed, mortgage or other instrument with respect to any unit ownership shall, in addition to the foregoing, be deemed to constitute a consent and agreement to and acceptance and confirmation by such person or entity of each of the following provisions as though fully set forth in such deed, mortgage or other instrument:

1. The percentage of ownership interest in the common elements appurtenant to such unit shall automatically be deemed reconveyed effective upon the recording of each amendment to Condominium Declaration and reallocated among the respective unit owners in accordance with the amended and adjusted percentages set forth in each such amendment to Condominium Declaration;
2. Such deed, mortgage or other instrument shall be deemed given upon a conditional limitation to the effect that the percentage of ownership interest in the common elements appurtenant to such unit shall be deemed divested pro tanto upon the recording of each such amendment to Condominium Declaration and revested and reallocated among the respective unit owners in accordance with the amended and adjusted percentages set forth in each such amendment to Condominium Declaration;
3. To the extent required for the purposes of so amending and adjusting such percentages of ownership interest in the common elements as aforesaid, a right of revocation shall be deemed reserved by the grantor of such deed, mortgage or other instrument with respect to such percentage of ownership interest in the common elements granted therein;
4. Such adjustments in the percentages of ownership in the common elements, as set forth in each such amendment to Condominium Declaration, shall be deemed to be made by agreement of all unit owners

and other persons having any interest in the property, and shall also be deemed to be an agreement of all unit owners and such other person to such changes within the contemplation of the Act; and

5. Each unit owner by acceptance of the deed conveying his unit ownership agrees for himself and all those claiming under him, including mortgages, that the condominium instruments and each amendment to Condominium Declaration is and shall be deemed to be in accordance with the Act.

8. By-Laws. The provisions of this Paragraph 8 shall constitute the by-laws by which, in addition to the other provisions of this Declaration, the administration of the property shall be governed as follows:

(a) As hereinabove provided, the terms "majority" or "majority of the unit owners" whenever used herein shall have the same meaning as provided for such terms in Section 2 of the Condominium Property Act. Voting shall be on a percentage basis and the percentage vote to which each unit is entitled is the percentage interest of the undivided ownership of the common elements appurtenant thereto. Any specified percentage of the unit owners, whether majority or otherwise, for purposes of voting and for all purposes and wherever provided in this Declaration, shall mean such percentage in the aggregate in interest of the undivided ownership of the common elements. However, when 30% or fewer of the units, by number, possess over 50% in the aggregate of the votes in the association, any percentage vote of members specified herein or by the Condominium Property Act, shall require the specified percentage by number of units rather than by percentage of interest in the common elements allocated to units that would otherwise be applicable. There shall be only one class of voting members.

If any unit is owned by more than one person, the voting rights with respect to such unit shall not be divided,

but shall be exercised as if the unit owners consisted of only one person in accordance with the proxy or other designation made by the persons constituting such unit owner.

(b) The Association shall be responsible for the overall direction and administration of the property through its duly elected Board of Managers (herein referred to as the "BOARD") consisting of seven persons who shall be elected in the manner hereinafter provided. Each member of the BOARD shall be one of the unit owners provided, however, that in the event a unit owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity shall be eligible to serve as a member of the BOARD.

(c) At each annual meeting of the unit owners, the unit owners shall, by a vote of a majority of the unit owners present at such meeting, elect the entire BOARD for the forthcoming year. Members of the BOARD shall serve without compensation for a term of one (1) year, and until their successors are elected. Vacancies in the BOARD shall be filled by the unanimous vote of the members of the BOARD. A majority of the members of the BOARD shall constitute a quorum. The BOARD shall act by the vote of the majority of those members present at a meeting of the BOARD when a quorum is present. All of the BOARD members' terms shall expire annually, however, BOARD members may succeed themselves.

(d) A regular meeting of the BOARD shall be held immediately after, and at the same place as the annual meeting of the unit owners. The BOARD shall meet at least four times a year. Other meetings of the Board may be called, held and conducted in accordance with such regulations as the BOARD may, from time to time, adopt. Each unit owner

shall receive notice of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. Said notice shall be in writing and mailed to the unit owner. The notice shall give the members at least 10 days, but no more than 30 days notice of the time, place and purpose of such meeting. That all meetings of the Board shall be open to any unit owner and that notice, except as provided above, shall be mailed at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice.

(e) Any member of the BOARD may be removed from office by the affirmative vote of 80% of the unit owners at a special meeting of the unit owners called for such purpose.

(f) The members of the BOARD and the officers thereof shall not be liable to the unit owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The unit owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others rising out of contracts made by such members or officers on behalf of the unit owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any unit owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the common elements bears to the total percentage interest of all the unit owners in the common elements. Each agreement made by such member or officer shall be executed by such members or officers as agent for the unit owners.

* (g) In the event of any dispute or disagreement between unit owners relating to the property, or any questions of interpretation or application of the provisions of this

Declaration, the determination thereof by the BOARD shall be final and bind on each and all of such unit owners.

(h) The BOARD shall have the power:

(i) to engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the BOARD deems fit, and to remove such manager or managing agent at anytime;

(ii) to engage the services of any persons deemed necessary by the BOARD at such compensation deemed reasonable by the BOARD, in the operation, care, repair, upkeep, maintenance, replacement, improvement and management of the property and common elements and to remove, at anytime, any such personnel;

(iii) to establish or maintain one or more bank accounts for the deposit of any funds paid to or received by the BOARD.

(i) The BOARD shall acquire and make arrangements for, and pay for out of the maintenance fund, in addition to the manager, managing agent or other personnel above provided for, the following:

(i) water, waste removal, electricity and telephone and other necessary utility service for the common elements and such services to the units (including, but not limited to heating) as are not separately metered or charged to the owners thereof;

(ii) such insurance as the BOARD is required to obtain under the provisions of Section 12 of the Condominium Property Act and such other insurance as the BOARD deems advisable in the operation and for the protection of the property and the units. Any losses under such policies of insurance shall be payable and all insurance proceeds recovered thereunder shall be applied and disbursed to repair, replace or reconstruct the units or common elements sustaining such losses and in accordance with the provisions of this Declaration

and the Condominium Property Act, except that in the event of substantial loss to the units or common elements then said insurance proceeds shall be disbursed pursuant to the Condominium Property Act.

The BOARD may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the BOARD for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the BOARD shall determine consistent with the provisions of this Declaration. In the event of any loss occurring after the first annual meeting of the unit owners is called pursuant to the terms of paragraph (j) hereinbelow, resulting in the destruction of the major portion of one or more units, the BOARD shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any unit so destroyed. The fees of such corporate trustee shall be common expenses.

(iii) a policy or policies insuring the BOARD, the unit owners association, the management agent, their employees and agents against any liability, incident to the ownership and/or use of those portions of the common elements not under the exclusive control or occupancy of the units owners, the liability under which insurance shall be not less than One Hundred Thousand Dollars (\$100,000.00) for any one person injured, Five Hundred Thousand Dollars (\$500,000.00) for any one accident and Twenty-five Thousand Dollars (\$25,000.00) for property damage (such limits to be reviewed at least annually by the BOARD and increased in its discretion.

The Developer shall be included as an additional insured in his capacity as unit owner and Board member. The unit owners shall be included as additional insureds, but only with respect to that portion of the premises not reserved for their exclusive use.

(iv) Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws;

(v) landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the common elements (but not including the interior surfaces, windows and doors of the units, which the unit owners have the exclusive rights to use and occupy pursuant to Paragraph 5 (b) hereinabove, which the respective unit owner 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, and the BOARD shall have the exclusive right and duty to acquire the same for the common elements;

(vi) any other materials, supplies, furniture, labor services, maintenance, repairs, structural alterations or assessments which the BOARD deems necessary or proper for the maintenance and operation of the property as a first class apartment building or for the enforcement of any restrictions or provisions contained herein;

(vii) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the 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 or 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 specially assessed to said unit owners and shall, until paid by such unit owners, constitute a lien on the interest of such unit owners in the property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to liens for failure to pay a share of the common

expenses;

(viii) maintenance and repair of any unit or any other portion of the property which a unit owner is obligated to maintain or repair is necessary, in the discretion of the BOARD, to protect the common elements, or any other portion of the property and the owner or owners of said unit have 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 or owners; provided that the BOARD shall levy a special assessment against such unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such unit owner or owners in the property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to liens for failure to pay a share of the common expenses.

(j) the first annual meeting of the unit owners shall be called by the TRUSTEE upon ten (10) days' written notice and 60 days after 75% of the units have been sold, but not later than three years after recordation of the Declaration. Thereafter, an annual meeting of the unit owners shall be held on the first Saturday in April in each year for the purpose of electing members of the BOARD and such other business as may come before the meeting. Special meetings of the unit owners may be called, for any reasonable purpose, either by the President, the Board of Managers, or not less than 20% of the unit owners, the notice for which shall specify the matters to be considered at such special meeting.

(k) all meetings of the unit owners shall take place at 8:00 P.M. in some section of the property designated by the person or persons calling a special meeting, or at such other reasonable place or time designated by the

BOARD. Written notice, together with an agenda, of the holding of any regular or special meeting of the unit owners, stating the date, hour, purpose and place of such meeting shall be delivered or sent, in person or by mail, to each unit owner in care of his unit at least ten (10) days, but no more than thirty (30) days, before the date of such meeting. A majority of the unit owners shall constitute a quorum at all such meetings. A unit owner may vote either in person or by proxy at any regular or special meeting of the unit owners. Every proxy must be in writing and no proxy shall be valid after eleven months from the date of its execution.

(l) a president, one or more vice-presidents, a secretary and a treasurer, shall be elected at each annual meeting of the BOARD from among its members. Any such officer may be removed by the vote of a majority of the BOARD at any time. A vacancy in any office may be filled by the BOARD for the unexpired term.

(m) the president shall preside over the meeting of the BOARD and the unit owners; he may sign, together with any other officer designated by the BOARD, any contracts, checks, drafts or other instruments designated or approved by the BOARD. In the absence of the president, or in the event of his inability to act, the vice-presidents (in the order elected) shall perform the duties of the president.

(n) the secretary shall, in addition to the duties provided by law, see that all notices (except the notice for the first annual meeting of the unit owners) are duly given as herein provided and as provided in the Condominium Property Act. In addition the secretary shall execute all amendments to the condominium documents as herein provided or as provided in the Condominium Property Act.

(o) the treasurer shall keep all financial records and books of account as provided for in the Condominium

Property Act or as provided for in this document.

(p) all expenses, charges and costs of the maintenance, repair or replacement of the common elements and any other expenses, charges or costs which the BOARD may incur or expend pursuant hereto, shall be approved by the BOARD, and a written memorandum thereof prepared and signed by the treasurer. There shall be no structural alterations, capital additions to, or capital improvements on, the common elements (other than for purposes of replacing or restoring portions of the common elements) requiring an expenditure in excess of One Thousand Dollars (\$1,000.00) without the prior approval of 80% of the unit owners.

(q) each year on or before November 1st, the BOARD shall estimate the annual budget of common expenses (the "annual budget") including the total amount required for 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 at least 30 days in advance of adoption notify each unit owner in writing by supplying to each unit owner a copy of such annual budget. Said annual budget shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common elements as set forth in Paragraph 4 hereof. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each unit owner shall be obligated to pay to the BOARD, or as it may direct, 1/12th of the assessment made pursuant to this paragraph. On or before the 1st day of February of each calendar year, commencing 1981, the BOARD shall supply to all unit owners an itemized accounting of the common expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amount collected pursuant to the budget or assessment, and showing

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the net excess or deficit of income over expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the common elements to the next monthly instalments due from the owners under the current year's estimate, until exhausted and any net shortage shall be added according to each unit owner's percentage of ownership in the common elements to the instalments due in the succeeding six months after rendering of the accounting. The BOARD shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserve. If said annual budget proves inadequate for any reason, including nonpayment of any owner's assessment, the BOARD may at anytime levy a further assessment, which shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common elements. The BOARD shall serve notice of such further assessment on all unit owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice or further assessment. All unit owners shall be obligated to pay the adjusted monthly amount.

If pursuant to the Act a unit or portion thereof is withdrawn from the Condominium Property Act, then the responsibility for the payment of assessments shall cease for that unit or portion thereof.

Any institutional holder of a first mortgage on a unit will, upon request, be entitled to: (a) inspect the books and records of the Project during normal business hours; and (b) receive an annual audited financial statement of the Project;

and (c) written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings.

Where a mortgagee or other purchaser of a unit obtains title by reason of foreclosure of a mortgage covering a unit, such acquirer of title, its successors or assigns, shall not be liable for assessments by the BOARD which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the BOARD from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment liens shall be subordinate to such mortgage.

When the first BOARD elected hereunder takes office, it shall determine the estimated budget, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the unit owners during said period as provided in this paragraph.

The failure or delay of the BOARD to prepare or serve the annual or adjusted budget on the unit owners shall not constitute a waiver or release in any manner of the unit owner's obligation to pay the maintenance and other costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, the unit owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed or delivered.

(r) the BOARD shall keep full and correct books of account and the same shall be open for inspection

by any unit owner or mortgagee or any representative or a unit owner or mortgagee duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the unit owner. All funds collected hereunder shall be held and expended solely for the purpose designated herein, and (except for such special assessments as may be levied hereunder against less than all the unit owners and for such special adjustment as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the unit owners in the percentages set forth in Paragraph 4 hereof.

(s) until such time as the first BOARD provided for herein is elected, DEVELOPER may assess each unit the assessment provided for herein. All of the rights, duties and functions of the BOARD set forth in this Declaration shall be exercised by DEVELOPER for a period ending thirty (30) days after the date on which the first annual meeting of the units owners is called pursuant to the terms of paragraph (j) hereinabove.

(t) if an owner is in default in the monthly payment of the aforesaid charges of assessments for thirty (30) days, the members of the BOARD shall have the right to take possession of the unit pursuant to the statutes of the State of Illinois and/or they may bring suit for and on behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amounts due, the costs of said suit, and other fees and expenses together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and fees as above provided, shall be and become a lien or charge

against the unit ownership of the owner involved when payable and may be foreclosed by any action brought in the name of the BOARD as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the ACT; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses, only to the lien of all common expenses on the encumbered unit ownership which become due and payable subsequent to the date said encumbrancer either takes possession of the unit, accepts a conveyance of any interest in the unit ownership, or has a receiver appointed to a suit to foreclose his lien. Any encumbrancer may from time to time request in writing a written statement from the BOARD setting forth the unpaid common expenses with respect to the unit ownership covered by such encumbrance.

(u) upon ten (10) days' notice to the BOARD, and the payment of a reasonable fee fixed by the BOARD not to exceed Fifteen Dollars (\$15.00), any unit owner shall be furnished a statement of his account setting forth the amount of any prepaid assessments or other charges due and owing from such owner.

(v) the BOARD may, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and the use of the common elements and the units, not inconsistent with the terms of this Declaration, as it sees fit, and the unit owners shall conform to, and abide by, such rules and regulations. Written notices of such rules and regulations shall be given to all unit owners and occupants. A violation of such rules and regulations shall be deemed a violation of the terms of this Declaration.

(w) whenever any notice whatever is required

to be given under the provisions of this Declaration, or by-laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice.

(x) 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.

* (y) An affirmative vote of not less than 3/4 of the votes of unit owners at a meeting duly called for that purpose, shall be needed for (1) merger or consolidation of the association; (2) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the association; (3) the purchase or sale of land or of units on behalf of all unit owner; and (4) levy of any special assessment equal to five times the most recent monthly assessment or \$300.00, whichever is greater.

(z) The prior written approval of each institutional holder of a first mortgage (hereinafter called "first mortgage") lien on units will be required for the following:

1. The abandonment of the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or casualty or in the case of a taking by condemnation or eminent domain;
2. Any material amendment to the Declaration or to the By-Laws of the Owners Association, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Project;
3. The effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Project.

No unit may be partitioned or subdivided without the prior written approval of the holder of any first mortgage lien on such unit.

In the event of substantial damage to or destruction of any unit or any part of the common elements, the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such damage or destruction and no unit owner or other party shall have priority over such institutional holder with respect to the distribution to such unit of any insurance proceeds.

If any unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no unit owner or other party shall have priority over such institutional holder with respect to the distribution to such unit of the proceeds of any award or settlement.

9. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements as provided in the Condominium Property Act. In the event that for any year such taxes are not separately taxed to each unit owner, but are taxes on the property as a whole, then each unit shall pay his proportionate share thereof in the common elements.

10. Use and Occupancy of Units and Common Elements.
The unit and common elements shall be occupied and used as follows:

(a) No part of the property other than the Commercial Unit shall be used for purposes other than housing, the parking of private passenger automobiles and the related

common purposes for which the property was designed. Each housing unit shall be used as a residence for a single family and for no other purpose.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the property other than the Commercial Unit. 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 DEVELOPER or their agent to place and maintain on the property until the sale of the last unit in the buildings and in such other portion of the parcel that may be developed by the DEVELOPER, model apartments, a sales office, advertising signs or banners and lighting in connection therewith at such locations and in such forms as the DEVELOPER shall determine. There is also reserved to the DEVELOPER, their agents and prospective unit purchasers, the right of ingress and egress in and through the common elements, for such sales purposes and, during construction of the buildings by the DEVELOPER, the right of ingress and egress in and through the common elements in connection with such construction. The right is hereby given to a mortgagee, who may become the owner of any unit, to place such signs on any unit owned by such mortgagee.

With the exception of a lender in possession of a condominium unit following a default in the first mortgage, a foreclosure proceeding or any other arrangement in lieu of foreclosure, no unit owner shall be permitted to lease his unit for transient or hotel purposes. No unit owner may lease less than the entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be

subject in all respects to the provisions of the Declaration and the By-Laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any unit owner to lease his unit.

(c) There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the BOARD except as herein expressly provided. Each unit owner shall be obligated to maintain and keep his own unit, its windows and doors, which he has the exclusive right to use and occupy, in good, clean order and repair. The use of and the covering of the interior surfaces of windows, 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.

(d) 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 would be in violation of any law. No waste shall be committed in the common elements.

(e) Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or 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 roofs or any part thereof, without the prior consent of the BOARD.

(f) No animals, 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 than 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.

(g) 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 owners or occupants.

(h) Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of the building or which would structurally change the building except as otherwise provided herein.

(i) No clothes, sheets, blankets, laundry of any kind or 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.

(j) Playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs or other personal property on any part of the common elements shall be subject to regulations of the BOARD.

(k) Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the BOARD.

(l) Each unit owner hereby waives and releases, any and all claims which he may have against any other unit owner, the officers and members of the BOARD, TRUSTEE, DEVELOPER, and their respective employees and agents, for damage to the common elements, the units, or to any personal property located in the units or common elements, caused by fire or

other form of casualty insurance.

(m) If, due to the act or neglect 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 replacement 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, to the extent not covered by insurance.

(n) 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 system, air-conditioning units or plumbing system, without the prior written consent of the BOARD.

(o) The Commercial Unit shall be used for recreation purposes only, as previously defined. The owner of the Commercial Unit shall set the rules and regulations for the use of the center by its members.

11. Violation of Declaration. The violation of any restriction, condition or regulation adopted by the BOARD or the breach of any covenant or provision herein contained shall give the BOARD the right, in addition to any other rights provided for in this Declaration:

(a) To enter upon the unit, or any portion of the property upon which, or as to which, such violations or breach exists and to 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 BOARD, or its employees or agents, shall not thereby be deemed guilty in

any manner of trespass; or

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

Furthermore, if any unit owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants of this Declaration or the regulations adopted by the BOARD and such violation shall not be cured within thirty (30) days after notice in writing from the BOARD or shall re-occur more than once thereafter, then the BOARD shall have the power to issue to the defaulting unit owner, a ten (10) day notice in writing to terminate the rights of the said defaulting unit owner to continue as a unit owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the BOARD against the defaulting unit owner for a decree of mandatory injunction against the unit owner or occupants 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 covenant and ordering that all the right, title and interest of the unit owner in the property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting unit owner from re-acquiring his interest at such judicial sale or by virtue of the exercise of any right or redemption which may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceedings and sale, and all such items shall be taxes against the defaulting unit owner in said decree. Any

balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the unit owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the unit and, subject to the BOARD'S rights as provided in Paragraph 7 (d) hereof, to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

12. Entry by Board. The BOARD or its agents or employees may enter any unit when necessary in connection with any painting, maintenance, repair, replacement or reconstruction of any common elements for which the BOARD is responsible or which the BOARD has the right or duty to do. Such entry shall be made with as little inconvenience to the unit owners as practicable, and any damage caused thereby shall be repaired by the BOARD at the expense of the maintenance fund.

13. Grantees. Each grantee of TRUSTEE by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Deed, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and the provisions of the Condominium Property Act, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration

were recited and stipulated at length in each and every deed of conveyance.

14. Incorporation. DEVELOPER (prior to the election of the first BOARD) and the BOARD may, upon the affirmative vote of a majority of the unit owners, at anytime hereafter cause the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the property, and in such event:

(a) Each unit owner shall be a member of such corporation, which membership shall terminate upon the sale or other disposition by such member of his unit ownership, at which time the new unit owner shall automatically become a member therein.

(b) The provisions of Paragraph 8 of this Declaration shall be adopted as the by-laws of such corporation.

(c) The Articles of Incorporation shall contain such terms, not inconsistent with this Declaration, as the Developer or the BOARD shall deem desirable.

(d) The name of such corporation shall be HIDDEN LAKE ESTATES CONDOMINIUM or a similar name.

15. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

16. Notices. Notices required or permitted to be given to the BOARD or any unit owner may be delivered to any member of the BOARD or such unit owner either personally or by mail addressed to such BOARD member or unit owner at his unit.

Notices required to be given to any devisee or personal representative of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the

estate of such deceased owner is being administered.

17. Amendments. Except as hereinafter otherwise provided, the provisions of Paragraphs 1, 2, 3, 4, 5, 6, 7, subparagraphs (i), (q) and (v) of Paragraph 8, and this Paragraph 17, of this Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the BOARD, all of the unit owners and 100% of the mortgagees having bona fide liens of record against any units. Except as hereinafter otherwise provided, other provisions of this Declaration may be amended, changed or modified by an instrument in writing setting forth such amendments, change or modification, signed and acknowledged by all of the members of the BOARD, at least 75% of the unit owners and containing an affidavit by an officer of the BOARD, certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten (10) days prior to the date of such affidavit. Any amendment, change or modification shall conform to the provisions of the Condominium Property Act and shall be effective upon recordation thereof. No change, modification or amendment which affects the rights, privileges or obligations of the TRUSTEE or DEVELOPER shall be effective without the prior written consent of the TRUSTEE or DEVELOPER. The provisions of subparagraph (d) of Paragraph 5 may not be amended, changed or modified without the prior consent of the owners of the dominant parcel herein described.

18. Violations of Certain Rules. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of:

(a) The rule against perpetuities or some analogous statutory provisions;

(b) The rule restricting restraints or alienation;

or

(c) any other statutory or common law rules imposing time limits; then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Jane Byrne, Mayor of Chicago, and Jimmy Carter, President of the United States.

19. Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

20. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium apartment development.

21. Changes or Modifications by DEVELOPER. Before the election of the first BOARD, DEVELOPER or their assigns, shall have the right to change or modify any or all of the terms, restrictions and covenants herein contained, subject to the terms of Section 27 of the Condominium Property Act, which change or modification shall be effective upon the recording thereof; provided, however, that the provisions of subparagraph (t) of Paragraph 8 hereof shall not be amended, modified or changed without the consent of the holder of any first mortgage or first trust deed affected thereby.

22. Trustee. In the event title to any unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries thereunder from time to time, shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such unit. No claim shall be

made against any such title holding trustee personally for payment of any claim, lien or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or in the title of such real estate.

23. This Declaration is executed by PALOS BANK AND TRUST COMPANY, as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and PALOS BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that PALOS BANK AND TRUST COMPANY, as TRUSTEE as aforesaid and not personally has joined in the execution of this Declaration for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 1-1574, to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by PALOS BANK AND TRUST COMPANY, as TRUSTEE as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 1-1574, or their successors, and not PALOS BANK AND TRUST COMPANY, personally; and further, that no duty shall rest upon PALOS BANK AND TRUST COMPANY, either personally or as such TRUSTEE, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to sell, to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration, except where said TRUSTEE is acting pursuant to direction as provided by the terms of said Trust No. 1-1574 and after the TRUSTEE has first been supplied with funds required for the

purpose. In the event of conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon said TRUSTEE, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, the said PALOS BANK AND TRUST COMPANY, as TRUSTEE as aforesaid and not individually, has caused its corporate seal to be affixed to these presents by its Vice-President and attested by its Assistant Secretary this _____ day of _____, 1980.

PALOS BANK AND TRUST
COMPANY AS TRUSTEE UNDER
TRUST NO. 1-1574, not individually
but solely as Trustee.

(CORPORATE SEAL)

BY _____
Vice-President

ATTEST:

Assistant Secretary