

DECLARATION OF CONDOMINIUM OWNERSHIP
FOR SANDPEBBLE WALK BUILDING ~~AND~~ CONDOMINIUM

Monte 1ST
Refused
This Declaration made and entered into by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but solely as Trustee under Trust Agreement dated _____, and known as Trust No. _____ (hereinafter referred to as the "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of a certain parcel of real estate located in the Village of Wheeling, County of Cook, State of Illinois, which parcel is legally described in Exhibit A, attached hereto and made a part of this Declaration; and

WHEREAS, Declarant has improved said parcel by constructing thereon multifamily units in one building known as SANDPEBBLE WALK BUILDING CONDOMINIUM, said units having been constructed in accordance with plans and specifications prepared by WEINPER and BALABAN, INC., architects-engineers, said plans being on record with the Village of Wheeling, State of Illinois, and consisting of sheets A 0, L 1, L 2, A 1 through A 11, H 1 through H 3, P 1, P 2 and E 1 through E 3; and

WHEREAS, Declarant intends to and does hereby submit the parcel of real estate described in Exhibit A, together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, to the provisions of the Condominium Property Act of the State of Illinois; and

WHEREAS, Declarant desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property (as defined in paragraph 1 (d) of this Declaration) 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 or maintenance thereof; and

WHEREAS, Declarant desires and intends that the unit owners, mortgagees, occupants, and any 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 cooperative aspect of such property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

NOW, THEREFORE, Declarant, as the owner of the real estate described in Exhibit A attached hereto, and for the purposes above set forth, hereby declares as follows:

1. DEFINITIONS. As used herein, unless the context otherwise requires:

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

(b) "Declaration" means this instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.

(c) "Parcel" means the real estate described in Exhibit A, which is attached to this Declaration and made a part hereof and which is submitted to the provisions of the Act.

(d) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including buildings and all easements, rights and appurtenances belonging thereto, and

all furniture, fixtures, equipment and furnishings intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

(e) "Unit means a part of the Property, including one or more rooms and occupying one or more floors or a part or parts thereof, designed or intended for independent use and having lawful access to a public way as a one-family dwelling or such other incidental uses permitted by this Declaration, as set forth on the Plat attached hereto as Exhibit B, which Plat is being registered simultaneously with the registering of this Declaration. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat; provided, however, that no structural components of a Building, 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 said Unit.

(f) "Common Elements" means all the Property, except the Units, and shall include, but shall not be limited to, the land, foundations, entrances and exits, roof, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), public utility lines, floors, ceilings and perimeter walls of Units (other than such portions thereof included within Unit boundaries as shown on the Plat), structural components of the Building, and all other portions of the Property except the individual units. Structural components located within the boundaries of a Unit shall be part of the Common Elements.

(g) "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, balconies, patios,

terraces and such portions of the perimeter walls, floors and ceilings, doors, windows and entryways, and all associated fixtures and structures therein as lie outside the Unit boundaries. The Board as hereinafter defined may from time to time designate other portions of the Common Elements as Limited Common Elements including, but not limited to, such heating, plumbing and electrical fixtures and all associated pipes, ducts and wiring as may serve exclusively a single Unit or group of contiguous Units.

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

(i) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership or a Unit.

(j) "Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership of the Common Elements.

(k) "Unit Ownership" means a part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

(l) "Building" means the building or buildings located on the Parcel and forming part of the Property and containing the Units, as shown by the surveys of the respective floors of said Building included in the Plat attached hereto as Exhibit B.

(m) "Association" means the Sandpebble Walk Building Condominium Association, an Illinois not-for-profit corporation, its successors and assigns.

(n) "Homeowners' Association Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements for Sandpebble Walk Homeowners' Association, which Declaration was

registered in the office of the Registrar of Titles, Cook County, Illinois on , , as Document No. .

(o) "Sandpebble Walk Homeowners' Association" means the Sandpebble Walk Homeowners' Association, an Illinois not-for-profit corporation, its successors and assigns.

2. SUBMISSION OF PROPERTY TO THE ACT. The Declarant, as the owner in fee simple of the Parcel, expressly intends to and, by registering this Declaration, does hereby submit the Parcel and the property to the provisions of the Condominium Property Act of the State of Illinois.

3. PLAT. The Plat attached hereto as Exhibit B, and made a part hereof, sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) the Building and each floor thereof; and (3) each Unit of the Building and its horizontal and vertical dimensions.

4. UNIT IDENTIFICATION. Each Unit is identified on the Plat by a distinguishing number or other symbol. 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, as provided in the Act.

5. ASSOCIATION OF UNIT OWNERS AND ADMINISTRATION AND OPERATION OF THE PROPERTY. (a) Declarant has caused or will cause Sandpebble Walk Building Condominium Association, a not-for-profit corporation, to be incorporated as provided by the Act, which 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 in this Declaration and in the By-Laws which are attached hereto as Exhibit D and made a part hereof. As soon as said Association has been incorporated it shall be responsible for the administration and operation as aforesaid of the property. The Association shall be managed by a Board of Directors, which shall be elected in the manner provided in the By-Laws. The first Board of Directors named in the Articles of Incorporation of the Association shall hold office until the first annual election held by the Association. The Board Members named in the Articles of Incorporation do not have to be unit owners. The Board of Directors of the Association shall constitute the Board of Managers provided for in the Act, and all rights, titles, powers, privileges and obligations vested in or imposed upon the Board of Managers in the Act and in this Declaration and in the By-Laws shall be held or performed by the Association or by the duly elected members of the Board of Directors thereof and their successors in office.

(b) Whenever the word "Board" is used in this Declaration or in the By-Laws, it shall mean and refer to the Association acting through its Board of Directors. 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 the By-Laws and (except for such adjustments as the Board may require to reflect delinquent, prepaid and special assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit C, and shall be administered in accordance with the provisions of the Declaration and the By-Laws. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon transfer of his ownership interest, the new Unit

Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association.

6. OWNERSHIP OF COMMON ELEMENTS. (a) Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit C, which is incorporated herein and made a part of this Declaration. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by registered amendment to this Declaration consented to in writing by all Unit Owners. Said ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit C. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated.

(b) The respective undivided interests in the Common Elements allocated to each Unit in accordance with Section 6(a) above, cannot be changed except by registered amendment to this Declaration consented to in writing by all Unit Owners. The undivided interest in the Common Elements and fee title to the respective Unit conveyed therewith, shall not be separated or separately conveyed. The undivided interest in the Common Elements shall be deemed to be conveyed or encumbered with its respective Unit, even though the legal description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

7. USE OF THE COMMON ELEMENTS. Each Unit Owner shall have the 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 and ingress and egress to and use and

occupancy and enjoyment of the respective Unit owned by such Unit Owner. 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 serving his Unit. 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, this Declaration, the By-Laws and by the rules and regulations of the Board. The Board shall have the 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. The Board shall have the authority to lease or to grant licenses or concessions with respect to parts of the Common Elements, subject to the provisions of this Declaration and By-Laws.

8. COMMON EXPENSES. Each Unit Owner shall pay his proportionate share of the expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with this Declaration and the By-Laws or otherwise lawfully agreed upon (which expenses are herein sometimes referred to as "common expenses"). Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.

9. BOARD'S DETERMINATION BINDING. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions

of this Declaration or the By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners, their successors and assigns.

10. INDEMNITY. The members of the Board and the officers thereof or of the Association 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 arising out of contracts made by such members or officers on behalf of the Unit Owners or the Association 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 members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

11. SEPARATE MORTGAGES. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective Unit together with his respective ownership interest in the Common Elements. 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, except only to the extent of his Unit and his respective ownership interest in the Common Elements.

12. SEPARATE REAL ESTATE TAXES. 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 Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

13. INSURANCE.

(a) The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements and the Units. Premiums for such insurance shall be common expenses.

(b) Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for each of the Unit Owners in their respective percentages of ownership interest in the Common Elements as established in the Declaration.

(c) The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be common expense. In the event of any loss in excess of Fifty Thousand Dollars (\$50,000.00) in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed.

(d) The proceeds of such insurance, if sufficient to reconstruct the Building, shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building.

(e) Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

(f) The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner, the Association, its officers, members of the Board, the Declarant, and the manager and managing agent of the Building, if any, and their respective employees and agents, from liability in connection with the Common Elements and the streets and sidewalks adjoining the Property, and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities.

Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses.

(g) Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit and furnishings and personal property located therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the common expenses as above provided.

(h) The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, 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.

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

14. MAINTENANCE, REPAIRS AND REPLACEMENTS. (a) Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit.

*This far
would seem
to waive
exposure if
any ins. failed*

Maintenance, repairs and replacements of the Common Elements shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board; provided, however, that at the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby and further, at the discretion of the Board, it 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, and to procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that may arise therefrom.

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

*Elements:
1 notice
4 necessity
1 Refusal*

(c) ^{doesn't rely on (b) or any theory - just fact} Whenever the Board shall determine, in its discretion, that maintenance or repair of any Unit is necessary to protect the Common Elements ^(Broad enough to include any unit) (or) any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such unit, or by mailing the same by certified or registered mail addressed to the Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in

the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

Act or omission
(d) If, due to the act or neglect of a Unit Owner, or 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, to the extent not covered by insurance.

Repairs which would otherwise be common expenses? The LIA reduced by Dns. Cov.

(any other)

(e) The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this paragraph 14. All expenses which, pursuant to this paragraph 14, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

15. ALTERATIONS, ADDITIONS OR IMPROVEMENTS. No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any 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 to the Unit Owner benefited thereby) alterations and improvements of, and additions to, the Common Elements; provided, however, that in the event the costs thereof are to be charged as common expenses the Board shall not approve such alterations, improvements or additions requiring an expenditure in excess of Three Thousand Dollars (\$3,000.00) without the approval of Unit Owners owning not less than seventy five percent (75%) in the aggregate interest of the undivided ownership of the Common Elements. Any Unit Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but in any event such Unit Owner shall be

responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions, improvements.

16. DECORATING. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. In the event the boundaries of any Unit, as shown on the Plat, are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the owner of such Unit shall be entitled to the exclusive use of such surfaces, and such Unit Owner shall maintain such surfaces in good condition at his sole expense. 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. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any re-decorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair, or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the common expenses.

17. LEASE BY A UNIT OWNER OR PURCHASE OF A UNIT BY
THE BOARD.

(a) If a lease of any Unit Ownership is made by any Unit Owner other than the Trustee, a copy of the lease as and when executed shall be furnished by such Unit Owner to the Board, and the lessee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration and the By-Laws, and the lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the foregoing provisions.

(b) The Board shall have the power and authority 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 or direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than eighty percent (80%) of the total ownership of the Common Elements. The Board shall have the power and authority to finance such purchase of a Unit by mortgage, common assessment, or any other financing arrangement that it deems expedient.

18. ENCROACHMENTS. If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements or any other Units, as the Common Elements and Units are shown by the surveys comprising the Plat attached hereto as Exhibit B, there shall be deemed to be easements in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachments so long as the same shall exist. In the event a Unit or Common Elements is or are partially or totally destroyed, and then rebuilt, any minor encroachment upon the Common Elements due to construction shall be permitted and a valid easement for said encroachment and the maintenance thereof shall be deemed to exist for so long as the same shall exist.

19. USE AND OCCUPANCY - COVENANTS AND RESTRICTIONS.

(a) No unit shall be used for other than residential purposes. Each Unit shall be used as a residence for a single family, and for no other purpose, by the Unit Owner and his family, or by a person or single family to whom the Unit Owner shall have leased his Unit, subject to the provisions with respect to leasing contained in the Declaration. A Unit shall not be used or rented for transient or hotel purposes, which means (i) for a term of less than thirty (30) days, or (ii) for a term of more than thirty (30) days where customary hotel services, such as room, food, beverage, maid, laundry, linen, or bell boy services, are required.

(b) The Common Elements shall be used only for access, ingress and egress to and from the respective families residing therein

Paragraph 19(c) of the Declaration:

(c) Anything to the contrary contained in the preceding paragraphs 19(a) and (b) or in any other part of this Declaration notwithstanding, during the period beginning on the date hereof and ending on the earlier of December 31, 1977 or the date on which title to all of the Units have been conveyed to the purchasers thereof, the Developer

(i) shall be entitled to use and shall have the exclusive use and control of the north wing of the first floor of the Building, including but not limited to Units 107, 108, 109, 110, 111 and 112 and the hallways adjacent thereto, for the purpose of maintaining offices and model apartments, and

(ii) shall be entitled to maintain customary signs in connection with such use and with the sale of Units, including, but not limited to, signs on the exterior of the Building, in the entrance lobby of the Building and in the north wing of the Building.

This paragraph 19(c) cannot be modified or amended without the written consent of the Developer or its successors and assigns.

and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units.

20. SANDPEBBLE WALK HOMEOWNERS' ASSOCIATION. Each Unit Owner is a member of the Sandpebble Walk Homeowners' Association and is subject to and has all of the rights and benefits of the Homeowners' Association Declaration, which Declaration is incorporated herein and made a part hereof. Pursuant to the Homeowners' Association Declaration, members of the Sandpebble Walk Building Condominium Association are subject to assessments by the Sandpebble Walk Homeowners' Association. Assessments upon members of the Sandpebble Walk Homeowners' Association who are Unit Owners are to be paid to and collected by the Sandpebble Walk Building Condominium Association on behalf of and for payment to the Sandpebble Walk Homeowners' Association, in the manner provided by the Homeowners' Association Declaration and as may be provided by the Board of the Sandpebble Walk Building Condominium Association. Assessments of the Sandpebble Walk Homeowners' Association shall be paid by the Unit Owners as a part of the Common Expense of the Sandpebble Walk Building Condominium Association.

21. REMEDIES. (a) In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-Laws, or rules and regulations of the Board, the Board or its agents shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws, or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and

collection thereof, or the right to take possession of the Unit and to sell the same as hereinafter in this paragraph provided, or for any combination of remedies or for any other relief. All expenses of the Board in connection with any 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 rate of seven percent (7%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien, to the extent authorized by law, for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Elements 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. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

(b) 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 or restrictions or provisions of this Declaration or the rules and 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 reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a ten (10) day

notice in writing to terminate the rights of said defaulting 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 said defaulting Owner for a decree of mandatory injunction against said defaulting Owner or occupant or (subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of said defaulting Owner, which consent shall not be unreasonably withheld), in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting 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 determine, except that the court shall enjoin and restrain the said defaulting Owner from re-acquiring his interest 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 said defaulting 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 said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration.

22. PRIORITY OF LIENS. (a) Notwithstanding anything to the contrary herein contained, all sums assessed by the Association but

unpaid for the share of the Common Expense chargeable to a Unit shall constitute a lien on the Unit prior to all other liens except only (i) tax liens on the Unit for general real estate taxes or special assessments; and (ii) all sums unpaid on a bona fide first mortgage lien of record against such Unit.

(b) Where the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns.

(c) In a voluntary conveyance of a Unit the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

23. AMENDMENT. (a) The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Unit Owners owning not less than eighty percent (80%) of the total ownership of Common Elements and certified by the secretary of the Board; provided, however, that all lien holders of record have been

notified by certified mail of such change, modification or rescission, and an affidavit by said secretary certifying to such mailing is a part of such instrument.

(b) Notwithstanding the provisions of the foregoing paragraph, if the Act, or this Declaration, or By-Laws, requires the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any such instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Declaration.

(c) The change, modification or rescission, whether accomplished under either of the provisions of the preceding two paragraphs, shall be effective upon registration of such instrument in the office of the Registrar of Titles of Cook County, Illinois; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

24. NOTICES. (a) Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Board, or any Unit Owner, as the case may be, at Sandpebble Walk Building Condominium, Sandpebble Drive, Wheeling, Illinois (indicating thereon the number of the respective Unit or apartment if addressed to a Unit Owner), or at such other address as hereinafter provided. The Board may designate a different address for notices to it giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof.

(b) Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose Unit is subject to such mortgage or trust deed.

25. SEVERABILITY. If any provision of this Declaration or the By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the 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.

26. PERPETUITIES AND OTHER RULES OF PROPERTY. If any of the options, privileges, covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) 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 the incumbent Mayor of the City of Chicago, and the incumbent President of the United States.

27. RIGHTS AND OBLIGATIONS. Each grantee of Declarant by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, 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, 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. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this paragraph or described in any other part of this Declaration or the By-Laws shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

28. GENERAL PROVISIONS.

(a) Until such time as the Board provided for in this Declaration is formed, the beneficiary of Declarant shall exercise all of the powers, rights, duties and functions of the Board.

(b) 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.

(c) The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of operation of a first class condominium.

(d) In the event title to any Unit Ownership is conveyed to a titleholding 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 beneficiaries thereunder from time to time shall be considered Unit Owners for all purposes and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such titleholding trustee personally for the 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 to such Unit Ownership.

(e) Upon a judicial decree of foreclosure or a deed in lieu of foreclosure under the Trust Deed from Declarant to Chicago Title and Trust Company, as Trustee, dated _____, and filed with the Cook County Registrar of Titles on _____ as Document No. _____, shall succeed to all of the rights of the Declarant hereunder and to all of the rights of the Developer under the By-Laws attached hereto as Exhibit D. This subparagraph 28(e) cannot be modified or amended without the written consent of _____, or its successors and assigns.

29. This Declaration is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and the said American National Bank and Trust Company of Chicago hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any personal liability on American National Bank and Trust Company of Chicago.

IN WITNESS WHEREOF, the said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in
and for said County, in the State aforesaid, DO HEREBY CER-
TIFY THAT _____, a _____ Vice
President of Chicago Title and Trust Company and,
_____, Secretary thereof,
personally known to me to be the same persons whose names
are subscribed to the foregoing instrument as such
Vice President and _____ Secretary respectively, ap-
peared before me this day in person and acknowledged that
they signed and delivered the said instrument as their own
free and voluntary act, and as the free and voluntary act
of said Corporation, for the uses and purposes therein set
forth; and the said _____ Secretary did also then and
there acknowledge that he as custodian of the corporate
seal of said Corporation did affix the said corporate seal
of said Corporation to said instrument as his own free and
voluntary act, and as the free and voluntary act of said
Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of
_____, 1972.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and
for said County, in the State aforesaid, DO HEREBY CERTIFY
THAT _____, a Vice President
of American National Bank and Trust Company of Chicago and
_____, Secretary thereof,
personally known to me to be the same persons whose names
are subscribed to the foregoing instrument as such
Vice President and _____ Secretary respectively, ap-
peared before me this day in person and acknowledged that
they signed and delivered the said instrument as their own
free and voluntary act, and as the free and voluntary act
of said Corporation, for the uses and purposes therein set
forth; and the said _____ Secretary did also then and
there acknowledge that he as custodian of the corporate
seal of said Corporation did affix the said corporate seal
of said Corporation to said instrument as his own free and
voluntary act, and as the free and voluntary act of said
Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of
_____, 1972.

Notary Public

EXHIBIT A

to

DECLARATION OF CONDOMINIUM OWNERSHIP

for

SANDEBBLE WALK BUILDING SIX CONDOMINIUM

That part of the West 495.0 feet of the Southeast 1/4 of the Southeast 1/4 of Section 15, Township 42 North, Range 11 East of the Third Principal Meridian, bounded by a line described as follows: Commencing at a point in the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 15, said point being 354.02 feet South of (as measured along said West line which bears South 00°04'17" East), the Northwest corner thereof; thence North 89°55'43" East, 80.44 feet to the point of beginning of the parcel to be described; thence North 69°56'19" East, 64.33 feet; thence South 20°03'41" East, 131.25 feet; thence South 59°57'34" East, 131.25 feet; thence South 30°02'26" West, 64.33 feet; thence North 59°57'34" West, 122.83 feet; thence South 49°42'05" West, 122.83 feet; thence North 40°17'55" West, 64.33 feet; thence North 49°42'05" East, 124.83 feet; thence North 20°03'41" West, 117.92 feet to the point of beginning in Cook County, Illinois.

"EXHIBIT "C"
to
DECLARATION OF CONDOMINIUM OWNERSHIP
SPW #6

<u>Unit #</u>	<u>Percentage of Ownership</u>	<u>Unit #</u>	<u>Percentage of Ownership</u>
101	1.721368	210	1.927932
102	1.721368	211	1.767272
103	1.882029	212	1.767272
104	1.882029	213	1.927932
105	1.882029	214	1.927932
106	1.583660	215	1.927932
107	1.882029	216	1.927932
108	1.583660	217	1.767272
109	1.882029	218	1.767272
110	1.882029	301	1.859077
111	1.721368	302	1.790223
112	1.721368	303	1.950884
113	1.882029	304	1.950884
114	1.882029	305	1.950884
115	1.882029	306	2.065640
116	1.882029	307	1.950884
117	1.721368	308	1.629560
118	1.721368	309	1.950884
201	1.767272	310	1.950884
202	1.767272	311	1.859077
203	1.927932	312	1.790223
204	1.927932	313	1.950884
205	1.927932	314	1.950884
206	2.042690	315	1.950884
207	1.927932	316	1.950884
208	1.606600	317	1.859077
209	1.927932	318	1.790223

no right of 1st refusal

EXHIBIT "D"
to
DECLARATION OF CONDOMINIUM OWNERSHIP
for
SANDPEBBLE WALK BUILDING ~~VI~~ CONDOMINIUM

BY-LAWS OF SANDPEBBLE WALK
BUILDING CONDOMINIUM ASSOCIATION

ARTICLE I

Members (Unit Owners)

SECTION 1. The name of this corporation is Sandpebble Walk Building Condominium Association (hereinafter called the "Association"). Its principal office is located in Wheeling, Illinois.

SECTION 2. The purpose of the Association is to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of certain property located at Sandpebble Drive, Wheeling, Illinois (hereinafter called the "Property") to be submitted to the provisions of the Condominium Property Act of the State of Illinois and to be known as Sandpebble Walk Building Condominium, and as such to own and acquire any real estate or interest or rights therein or appurtenant thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose, all on a non-profit basis consonant with the provisions of its Articles of Incorporation.

SECTION 3. The Members of the Association shall consist of the respective Unit Owners of the Property in accordance

with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners, as said terms are defined in the Declaration of Condominium Ownership for Sandpebble Walk Building Condominium Association, which Declaration is filed in the Office of the Registrar of Titles of Cook County, Illinois (hereinafter called the "Declaration"). (The words "member" or "members" as used in these By-laws means and shall refer to "Unit Owner" or "Unit Owners," as the case may be, referred to in the Declaration.)

SECTION 4. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. The Association may, but shall not be required to, issue certificates or other evidence of membership therein.

SECTION 5. Meetings of Unit Owners shall be held at such place in Cook County, Illinois, as may be specified in the notice of the meeting. The first annual meeting of the Unit Owners shall be held within fifteen (15) days after notice thereof is given by Talltrees, Inc. to the Unit Owners. Thereafter, the annual meeting of the Unit Owners shall be held on the first Tuesday of October in each year, commencing with October 2, 197 at 7:00 p.m., Chicago time, or at such other hour specified in the written notice of such meeting. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by Unit Owners having at

least two-fifths (2/5) of the votes entitled to be cast at such meeting.

SECTION 6. The aggregate number of votes for all Unit Owners shall be one hundred (100), which shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. The beneficiary of Trust No. _____ at American National Bank and Trust Company of Chicago may exercise the voting rights with respect to unsold Units owned by the Trust.

SECTION 7. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

ARTICLE II

Board of Directors

SECTION 1. The board of directors of the Association (referred to in the Condominium Property Act of the State of Illinois as the "board of managers," and sometimes referred to herein as the "Board") shall consist of three (3) persons. The first Board named in the Articles of Incorporation of the Association shall hold office until the first meeting of the Unit Owners. The members of the board of directors named in the Articles of Incorporation

do not have to be Unit Owners. Each person on the Board shall hold office for the term of one year and until his successor shall be elected and qualified. The word "director" as sometimes used herein shall mean a person elected to and serving on the Board.

SECTION 2. Each director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Unit Owner), except for directors nominated or designated by the beneficiary of Trust No. at American National Bank and Trust Company of Chicago. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

SECTION 3. Any vacancy occurring in the Board may be filled by majority vote of the remaining members thereof.

SECTION 4. An annual meeting of the Board shall be held within ten (10) days following the annual meeting of Unit Owners. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

SECTION 5. Any director may be removed from office by the vote of two-thirds (2/3) of the total ownership of the Common Elements.

SECTION 6. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Unit Owners.

SECTION 7. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;
- (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;
- (f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;

- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel may be the employees of the managing agent);
- (h) to appoint subcommittees of the Board and to delegate to such subcommittees the Board's authority to carry out certain duties of the Board;
- (i) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;
- (j) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;
- (k) to exercise all other powers and duties of the board of managers or Unit Owners as a group referred to in the Condominium Property Act of the State of Illinois, and all powers and duties of a board of managers or a board of

directors referred to in the Declaration or these By-laws.

ARTICLE III

Officers

SECTION 1. At each annual meeting, the Board shall elect the following officers of the Association from among the members of the Board:

- (a) A President, who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;
- (b) A Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary;
- (c) A Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;
- (d) such additional officers as the Board shall see fit to elect.

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

SECTION 3. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

SECTION 4. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time by the Board at a special meeting thereof.

SECTION 5. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Unit Owners.

ARTICLE IV

Assessments

SECTION 1. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the separate Unit Owners on an individual or separate basis rather than a common basis and all other common expenses. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the laundry and other Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year,

the surplus or deficit, as the case may be, shall also be taken into account.

SECTION 2. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than ninety (90) days after the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements as set forth in Exhibit C of the Declaration. The Board may cause to be sent to each Unit Owner on or before the first day of each month a statement of the monthly assessment of such Unit Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Unit Owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved

of his obligation to pay his assessments for common expense by abandoning or not using his Unit or the Common Elements.

SECTION 3. For the first fiscal year, the annual budget shall be as approved by the first Board. If such first year, or any succeeding year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his Unit by each Unit Owner, he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

SECTION 4. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

SECTION 5. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a

supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

SECTION 6. The Board shall not approve any capital expenditures in excess of ~~Ten Thousand Dollars (\$10,000.00)~~ ^{\$ 5,000.00} unless required for emergency, repair, protection or operation of the Common Elements, nor enter any contracts for more than two (2) years without the prior approval of ~~two-thirds (2/3)~~ ^{75%} of the total ownership of the Common Elements.

SECTION 7. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses, in the same ratio as his percentage of ownership in the Common Elements as set forth in the Declaration, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Property Act, the Declaration or these By-laws, or are otherwise available at law or in equity, for the collection of all unpaid assessments.

SECTION 8. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the common expenses incurred. Such payment vouchers may be approved in such manner as the Board may determine. All records and vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours of week days.

The Board shall, upon receipt of ten (10) days' notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

SECTION 9. The board of directors may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or Common Elements, rather than against a particular Unit Ownership only. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

SECTION 10. Upon the purchase of each Unit from Tall-trees, Inc. (hereinafter called the "Developer"), or at any time thereafter, at the request of the board of directors, each Unit Owner, not including the Developer, shall deposit with the Developer or the managing agent of the Property, or as may be otherwise directed by the Board, an amount equal to three (3) times the monthly assessment relating to such owner's Unit. Such amount shall be held, together with the amounts similarly deposited by the other Unit Owners, as an operating reserve for common expenses, and shall be used and applied from time to time as may be needed toward meeting deficits and for such other common purposes as the Board may deem necessary. To the extent that the said operating reserve may be depleted or in the judgment of the Board may be inadequate, the Board may increase the same by an assessment

to the members in the proportion of their ownership interest in the Common Elements. The said operating reserve on hand from time to time shall be deemed part of the Common Elements and in the event of a transfer by a Unit Owner of his Unit ownership, such Unit Owner shall not be entitled to any refund of his operating reserve deposit or any portion thereof, but all of his interest in the unexpended portion of such deposit, if any, shall transfer and inure to such Unit Owner's transferee.

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SECTION 11. With respect to any Units which have not been bought by the Developer and which the Developer continues to own a beneficial interest in, the Developer, in lieu of payment of assessments on such Units, shall pay to the Association the aggregate amount of the actual operating expenses from time to time required to be paid with respect to the operation of the Property over and above such amounts as have been established by the board of directors as the assessments with respect to all other Units; provided that in no event shall the Developer be required to pay an amount in excess of the aggregate of the assessments established with respect to those Units owned by the Developer and provided further that from and after January 1, 1979, the Developer shall pay a monthly assessment with respect to any Units owned by the Developer determined in the same manner as the monthly assessment is determined for all other Unit Owners. Actual operating expenses shall mean those ordinary expenses attributable to the immediate fiscal period and shall not include capital expenditure, prepaid items, or inventory items to the extent attributable to subsequent fiscal periods. This Section 11 cannot be modified or amended without the written consent of the Developer or its successors and assigns.

ARTICLE V

Use and Occupancy Restrictions

SECTION 1. Except as herein provided with respect to the uses permitted by the Developer, no Unit shall be used for any other purpose than as a private dwelling for the member and his immediate family or by a person and such person's immediate family to whom the member shall have leased his Unit subject to all of the provisions of these By-laws and the Declaration.

SECTION 2. No animals shall be raised, bred or kept in any Unit, except for dogs, cats or other household pets of a Unit Owner, provided that they are not kept for any commercial purposes, and provided that they shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that they shall not in the judgment of the Board constitute a nuisance to others.

SECTION 3. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

SECTION 4. Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the rate or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use

any signs, clothing, sheets, blankets, laundry or other articles outside his Unit, or balcony, or which may be visible through his windows from the outside (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or balcony, or install outside his Unit or balcony any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Association or Board or manager or managing agent.

SECTION 5. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

Section 6 of Article V of the By-Laws:

During the period of sale of the Units in the Property by the Developer, the Developer and its contractors and subcontractors, guests, invitees, licensees, successors and assigns shall be entitled to access and ingress to and egress from the Building and Property as may be required for any purpose reasonably related to the completion and sale of such Units. Until the date on which title to all of the Units have been conveyed to the purchasers thereof, the Developer and its employees and agents may use and show one or more of such unsold or unoccupied Units in connection with the sale thereof. In addition to the foregoing, (and without in any way limiting the foregoing), during the period beginning on the date hereof and ending on the earlier of December 31, 1977 or the date on which title to all Units have been conveyed to

specifically designated for the respective Unit Owner by the Board or the manager or managing agent.

SECTION 8. 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 air-conditioning system or plumbing system, without the prior written consent of the Association or Board or manager or managing agent.

ARTICLE VI

Insurance With Respect To Units

Each Unit Owner shall be required to maintain in effect a comprehensive public liability insurance policy in such limits as the board of directors may establish from time to time insuring himself and the Association, board of directors, manager and managing agent, from liability in connection with such Unit Owner's own Unit; provided, however, that the board of directors shall have the authority, if it shall deem such action to be in the best interest of the members collectively, to obtain a comprehensive public liability insurance policy insuring all of the Unit Owners, the Association, board of directors, manager and managing agent, from liability in connection with the individual Units, and in such latter event, each Unit Owner may, but shall not be required to, obtain individual liability insurance. The board of directors shall also have the authority, if it shall deem such action to be in the best interest of the members collectively, to require that all such individual public liability policies be placed with the same insurer.

ARTICLE VII

Amendments

These By-laws may be amended or modified from time to time by action or approval of two-thirds (2/3) of the total ownership of the Common Elements. Such amendments shall be filed in the Office of the Registrar of Titles of Cook County, Illinois.

SANDPEBBLE WALK BUILDING 6 CONDOMINIUM
SUMMARY OF DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, AND COVENANTS

Article

- I. DEFINITIONS
 - A. Normal definitions; includes additional definitions covering "Sandpebble Walk Homeowners Association."
 - B. Overall P.V.D. Association.
- II. SUBMISSION TO ACT
 - A. Standard submit paragraph
- III. PLAT
 - A. Normal references to PLAT in exhibit "B".
- IV. UNIT IDENTIFICATION
 - A. Notes numbers will be assigned to units.
- V. ADMINISTRATION AND OPERATION
 - A. Defines nature of condominium, Board of Directors, and grants authority to incorporate and operate within scope of act. Specific limitations contained in Bylaws.
- VI. OWNERSHIP OF COMMON ELEMENTS
 - A. Refers and incorporates table of percentage of values, interests indivisible. Sets out change procedure.
- VII. USE OF COMMON ELEMENTS
 - A. Sets out easements to units. Defines patios as limited common elements, and enumerates maintenance responsibilities for same.

- VIII. COMMON EXPENSES
 - A. Assessments in proportion to percentage of ownership.
- IX. BOARD DETERMINATION BINDING
 - A. Normal clause.
- X. INDEMNITY
 - A. Normal clause.
- XI. SEPARATE MORTGAGES
 - A. Right established for unit owner to mortgage individual unit.
- XII. SEPARATE REAL ESTATE TAXES
 - A. Normal clause.
- XIII. INSURANCE
 - A. Normal clauses, \$50,000 - Loss requires appointment of trustee, no liability minimums set.
- XIV. MAINTENANCE
 - A. Normal clauses.
- XV. ALTERATIONS AND IMPROVEMENTS
 - A. Capital improvement limit without three-fourth (3/4) owner approval. \$3000.
- XVI. DECORATING
 - A. Normal clauses.
 - B. Board has right to control drapes and window coverings.
- XVII. LEASE AND SALE OF UNIT BY BOARD
 - A. Owner required to furnish copy of lease to board.
 - B. Board has power to bid for unit with 80% of owners' consent.

- XVIII. ENCROACHMENTS
 - A. Normal language governing encroachment of unit onto common elements.
- XIX. USE AND OCCUPANCY
 - A. Normal clauses.
- XX. SANDPEBBLE WALK HOMEOWNERS ASSOCIATION
 - A. Incorporates SWHA as part of condominium and makes DOC's subject to.
- XXI. REMEDIES
 - A. Normal breach clauses.
- XXII. PRIORITY OF LIENS
 - A. Normal lien ranking and priority features. Grantor and EE statement rights.
- XXIII. AMENDMENT
 - A. 80% co-owner approval required for change.
- XXIV. NOTICES
 - A. Normal clauses.
- XXV. SEVERABILITY
- XXVI. PERPETUITIES
- XXVII. RIGHTS AND OBLIGATIONS
- XXXVII. GENERAL PROVISIONS
 - A. Normal provisions.

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
SANDPEBBLE WALK HOMEOWNERS' ASSOCIATION

This Declaration, dated this day of March , 1972,
is made and entered into by AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, not individually, but solely as Trustee under Trust Agree-
ment dated July 28, 1971 and known as Trust No. 75954 ("Trustee") and
TALLTREES, INC., an Illinois corporation, ("Developer").

RECITALS:

Trustee and Developer are the owner, the beneficial owner
of the contract purchaser of the real estate in the Village of Wheel-
ing, County of Cook and State of Illinois, legally described in
Exhibit A attached hereto and made a part hereof. The real estate
legally described in Exhibit A (the "Premises") is the subject of a
planned development by Developer called "Sandpebble Walk," which
planned development, if carried to full and final completion, will
consist of residential dwelling units in several lowrise condominium
buildings. As part of the Sandpebble Walk planned development, vari-
ous community facilities, such as walks, roads, streets, paths, play-
grounds, landscaping, recreational facilities, open spaces, and park-
ing areas, are or may be provided for the benefit and enjoyment of
the persons residing in the dwelling units. In addition, the area of
the Premises around all of the common facilities and the residential
buildings require uniform and continuing care and maintenance for the
primary benefit and enjoyment of the persons residing in the dwelling
units. In order to provide for the orderly and proper administration
and maintenance of the community facilities and such areas, and for
the preservation and enhancement of those portions of the Premises
which are improved by Developer from time to time and which are
incorporated into the Sandpebble Walk planned development,

with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners, as said terms are defined in the Declaration of Condominium Ownership for Sandpebble Walk Building Condominium Association, which Declaration is filed in the Office of the Registrar of Titles of Cook County, Illinois (hereinafter called the "Declaration"). (The words "member" or "members" as used in these By-laws means and shall refer to "Unit Owner" or "Unit Owners," as the case may be, referred to in the Declaration.)

SECTION 4. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. The Association may, but shall not be required to, issue certificates or other evidence of membership therein.

SECTION 5. Meetings of Unit Owners shall be held at such place in Cook County, Illinois, as may be specified in the notice of the meeting. The first annual meeting of the Unit Owners shall be held within fifteen (15) days after notice thereof is given by Talltrees, Inc. to the Unit Owners. Thereafter, the annual meeting of the Unit Owners shall be held on the first Tuesday of October in each year, commencing with October 2, 197 at 7:00 p.m., Chicago time, or at such other hour specified in the written notice of such meeting. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by Unit Owners having at

least two-fifths (2/5) of the votes entitled to be cast at such meeting.

SECTION 6. The aggregate number of votes for all Unit Owners shall be one hundred (100), which shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. The beneficiary of Trust No. _____ at American National Bank and Trust Company of Chicago may exercise the voting rights with respect to unsold Units owned by the Trust.

SECTION 7. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

ARTICLE II

Board of Directors

SECTION 1. The board of directors of the Association (referred to in the Condominium Property Act of the State of Illinois as the "board of managers," and sometimes referred to herein as the "Board") shall consist of three (3) persons. The first Board named in the Articles of Incorporation of the Association shall hold office until the first meeting of the Unit Owners. The members of the board of directors named in the Articles of Incorporation

do not have to be Unit Owners. Each person on the Board shall hold office for the term of one year and until his successor shall be elected and qualified. The word "director" as sometimes used herein shall mean a person elected to and serving on the Board.

SECTION 2. Each director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Unit Owner), except for directors nominated or designated by the beneficiary of Trust No. at American National Bank and Trust Company of Chicago. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

SECTION 3. Any vacancy occurring in the Board may be filled by majority vote of the remaining members thereof.

SECTION 4. An annual meeting of the Board shall be held within ten (10) days following the annual meeting of Unit Owners. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

SECTION 5. Any director may be removed from office by the vote of two-thirds (2/3) of the total ownership of the Common Elements.

SECTION 6. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Unit Owners.

SECTION 7. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;
- (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;
- (f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;

- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel may be the employees of the managing agent);
- (h) to appoint subcommittees of the Board and to delegate to such subcommittees the Board's authority to carry out certain duties of the Board;
- (i) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;
- (j) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;
- (k) to exercise all other powers and duties of the board of managers or Unit Owners as a group referred to in the Condominium Property Act of the State of Illinois, and all powers and duties of a board of managers or a board of

directors referred to in the Declaration or these By-laws.

ARTICLE III

Officers

SECTION 1. At each annual meeting, the Board shall elect the following officers of the Association from among the members of the Board:

- (a) A President, who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;
- (b) A Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary;
- (c) A Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;
- (d) such additional officers as the Board shall see fit to elect.

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

SECTION 3. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

SECTION 4. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time by the Board at a special meeting thereof.

SECTION 5. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Unit Owners.

ARTICLE IV

Assessments

SECTION 1. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the separate Unit Owners on an individual or separate basis rather than a common basis and all other common expenses. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the laundry and other Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year,

the surplus or deficit, as the case may be, shall also be taken into account.

SECTION 2. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than ninety (90) days after the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements as set forth in Exhibit C of the Declaration. The Board may cause to be sent to each Unit Owner on or before the first day of each month a statement of the monthly assessment of such Unit Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Unit Owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved

of his obligation to pay his assessments for common expense by abandoning or not using his Unit or the Common Elements.

SECTION 3. For the first fiscal year, the annual budget shall be as approved by the first Board. If such first year, or any succeeding year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his Unit by each Unit Owner, he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

SECTION 4. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

SECTION 5. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a

supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

SECTION 6. The Board shall not approve any capital expenditures in excess of ~~Ten Thousand Dollars (\$10,000.00)~~ ^{\$ 5,000.00} unless required for emergency, repair, protection or operation of the Common Elements, nor enter any contracts for more than two (2) years without the prior approval of ~~two-thirds (2/3)~~ ^{75%} of the total ownership of the Common Elements.

SECTION 7. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses, in the same ratio as his percentage of ownership in the Common Elements as set forth in the Declaration, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Property Act, the Declaration or these By-laws, or are otherwise available at law or in equity, for the collection of all unpaid assessments.

SECTION 8. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the common expenses incurred. Such payment vouchers may be approved in such manner as the Board may determine. All records and vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours of week days.

The Board shall, upon receipt of ten (10) days' notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

SECTION 9. The board of directors may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or Common Elements, rather than against a particular Unit Ownership only. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

SECTION 10. Upon the purchase of each Unit from Tall-trees, Inc. (hereinafter called the "Developer"), or at any time thereafter, at the request of the board of directors, each Unit Owner, not including the Developer, shall deposit with the Developer or the managing agent of the Property, or as may be otherwise directed by the Board, an amount equal to three (3) times the monthly assessment relating to such owner's Unit. Such amount shall be held, together with the amounts similarly deposited by the other Unit Owners, as an operating reserve for common expenses, and shall be used and applied from time to time as may be needed toward meeting deficits and for such other common purposes as the Board may deem necessary. To the extent that the said operating reserve may be depleted or in the judgment of the Board may be inadequate, the Board may increase the same by an assessment

to the members in the proportion of their ownership interest in the Common Elements. The said operating reserve on hand from time to time shall be deemed part of the Common Elements and in the event of a transfer by a Unit Owner of his Unit ownership, such Unit Owner shall not be entitled to any refund of his operating reserve deposit or any portion thereof, but all of his interest in the unexpended portion of such deposit, if any, shall transfer and inure to such Unit Owner's transferee.

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SECTION 11. With respect to any Units which have not been sold by the Developer and which the Developer continues to own a beneficial interest in, the Developer, in lieu of payment of assessments on such Units, shall pay to the Association the aggregate amount of the actual operating expenses from time to time required to be paid with respect to the operation of the Property over and above such amounts as have been established by the board of directors as the assessments with respect to all other Units; provided that in no event shall the Developer be required to pay an amount in excess of the aggregate of the assessments established with respect to those Units owned by the Developer and provided further that from and after January 1, 1979, the Developer shall pay a monthly assessment with respect to any Units owned by the Developer determined in the same manner as the monthly assessment is determined for all other Unit Owners. Actual operating expenses shall mean those ordinary expenses attributable to the immediate fiscal period and shall not include capital expenditure, prepaid items, or inventory items to the extent attributable to subsequent fiscal periods. This Section 11 cannot be modified or amended without the written consent of the Developer or its successors and assigns.

ARTICLE V

Use and Occupancy Restrictions

SECTION 1. Except as herein provided with respect to the uses permitted by the Developer, no Unit shall be used for any other purpose than as a private dwelling for the member and his immediate family or by a person and such person's immediate family to whom the member shall have leased his Unit subject to all of the provisions of these By-laws and the Declaration.

SECTION 2. No animals shall be raised, bred or kept in any Unit, except for dogs, cats or other household pets of a Unit Owner, provided that they are not kept for any commercial purposes, and provided that they shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that they shall not in the judgment of the Board constitute a nuisance to others.

SECTION 3. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

SECTION 4. Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the rate or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use

any signs, clothing, sheets, blankets, laundry or other articles outside his Unit, or balcony, or which may be visible through his windows from the outside (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or balcony, or install outside his Unit or balcony any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Association or Board or manager or managing agent.

SECTION 5. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

~~SECTION 6. During the period of sale of the units in the Property by the Developer, the Developer and its contractors and sub-contractors, and their respective agents and employees, shall be entitled to access, ingress and egress to said Building and Property as may be required. Until all of the Units have been sold by the Developer and occupied by the purchasers, the Developer and its employees may use and show one or more of such unsold or unoccupied Units as a model apartment or apartments and sales office, and may maintain customary signs in connection therewith.~~

SECTION 7. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the corridors, hallways, lobby or other common areas, except in the storage area

specifically designated for the respective Unit Owner by the Board or the manager or managing agent.

SECTION 8. 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 air-conditioning system or plumbing system, without the prior written consent of the Association or Board or manager or managing agent.

ARTICLE VI

Insurance With Respect To Units

Each Unit Owner shall be required to maintain in effect a comprehensive public liability insurance policy in such limits as the board of directors may establish from time to time insuring himself and the Association, board of directors, manager and managing agent, from liability in connection with such Unit Owner's own Unit; provided, however, that the board of directors shall have the authority, if it shall deem such action to be in the best interest of the members collectively, to obtain a comprehensive public liability insurance policy insuring all of the Unit Owners, the Association, board of directors, manager and managing agent, from liability in connection with the individual Units, and in such latter event, each Unit Owner may, but shall not be required to, obtain individual liability insurance. The board of directors shall also have the authority, if it shall deem such action to be in the best interest of the members collectively, to require that all such individual public liability policies be placed with the same insurer.