

**BY LAWS**  
**OF THE**  
**WILLOW CREEK NO. 3 ASSOCIATION**  
  
**A NOT — FOR — PROFIT CORPORATION**

## ARTICLE I

### DEFINITIONS

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

1.01 "Act" shall mean the Condominium Property Act of the State of Illinois, as amended from time to time;

1.02 "Declaration" shall mean this instrument by which the Property, as hereinafter defined, is submitted to the provisions of the Act and shall include such amendments, if any, to this instrument as may be from time to time adopted pursuant to the terms hereof;

1.03 "Parcel" shall mean the parcel or tract of real estate described as Exhibit B in the Declaration, submitted to the provisions of the Act;

1.04 "Property" shall mean all of the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners submitted to the provisions of the Act (which Property is sometimes referred to as WILLOW CREEK NO. 7, A CONDOMINIUM);

1.05 "Unit" shall mean a part of the Property designed and intended for independent use as a residential apartment for one family and more particularly described in Article II;

1.06 "Common Elements" shall mean all portions of the Property except the Units, including Limited Common Elements, as hereinafter defined, unless specified otherwise herein;

1.07 "Limited Common Elements" shall mean a portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units, including, but not limited to, balconies, patios, storage areas, and parking spaces or facilities;

1.08 "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property;

1.09 "Unit Owner" shall mean the Person or Persons whose estates or interests individually or collectively aggregate fee simple absolute ownership of a Unit;

1.10 "Unit Ownership" shall mean a part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

1.11 "Majority" or "Majority of the Unit Owners" shall mean those Unit Owners, without regard to their number, who own more than 50% in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements;

1.12 "Plat" shall mean the plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which Plat is attached hereto as Exhibit C and recorded concurrently with the recording of this Declaration;

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occupied, containing one or more units;

1.14 "Condominium Instruments" shall mean all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws, and Plat;

1.15 "Common Expenses" shall mean the proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board of Directors of the Unit Owners' Association;

1.16 "Unit Owners' Association" or "Association" shall mean WILLOW CREEK NO. 2 ASSOCIATION, an Illinois not-for-profit corporation, which is the association of all the Unit Owners, acting pursuant to By-Laws through its duly elected Board of Directors;

1.17 "Board of Directors" or "Board" shall mean the duly elected Board of Directors of the Unit Owners' Association determined pursuant to Article V hereof;

1.18 "Purchaser" shall mean any person or persons other than the Developer who purchases a Unit in a bona fide transaction for value;

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

1.20 "Parking Area" shall mean that part of the Common Elements provided for parking automobiles;

1.21 "Parking Space" shall mean a part of the Property within the Parking Area intended for the parking of a single automobile;

#### IE GARAGE UNIT

Upon the submission of the property to condominium ownership, the garage in the building shall ~~not~~ be part of Common Elements, but shall be and remain a unit.

From and after the conveyance by the Developer of the Garage Unit to the Association, the Association shall own and hold the same for the use and benefit of the residential unit owners collectively and the interests of such residential owners shall be deemed appurtenant to the residential units to the same extent as if the Garage Unit (together with percentage of undivided ownership interest in the Common Elements appurtenant thereto) were part of the Common Elements. <sup>as</sup>

All costs incurred by the Association in the operation, maintenance, repair, and replacement of the Garage unit and elements which become due under the terms of the ~~foregoing~~ mortgage loan shall be common expenses. <sup>other</sup>

The Association shall administer and operate the Garage in the same manner and to the same extent as if the ~~same~~ part of the Common Elements and may prescribe such rules and regulations with respect thereto as the Board of Directors may deem fit and may either operate the Garage itself or lease the Garage for operation by others upon such terms the Board of Directors may deem fit.

Applications for parking spaces by unit owners shall be made to the Association or to such operators as may be indicated by the Association and such application shall be given priority among the unit owners in the order in which the same are received for parking spaces which may be available from time to time. Rentals for such garage spaces shall be established by the Association or by the garage operator, as the case may be, and shall be paid in such manner and at such times as may be directed by the Association. All revenue received by the Association from the said garage less operating expenses thereof, if any, shall be applied in accordance with the By-Laws.

#### 1. Allocation of indoor Garage parking spaces - priority

- 1st. Owners with assigned spaces based upon original ownership
- 2nd. Owners without assigned spaces
- 3rd. Owners with 2nd cars who desire an additional space
- 4th. Tenants who desire indoor garage parking spaces

#### 2. No tenant may acquire a space until all owner needs are satisfied

#### 3. In the event that an owner whose unit has not been assigned a space, shall require a space, the last tenant to whom a space has been rented shall relinquish the space. If there should not be a tenant occupied space, then the last owner to whom a second space has been rented shall relinquish same.

1.23 "Common Element" shall mean any element located outside of the Building and designated as a Limited Common Element pursuant to Section 4.04 hereof;

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

1.25 "Developer" shall mean CENTEX HOMES MIDWEST, INC., a Nevada corporation, its successors and assigns;

1.26 "First Mortgagee" or similar phrase shall mean a person, bank, savings and loan association, insurance company or other entity, which, or who, owns and holds a first mortgage, or first trust deed, with respect to any Unit;

1.27 "Property Owners Association" shall mean THE WILLOW CREEK PROPERTY OWNERS ASSOCIATION, INC., an Illinois not-for-profit corporation, and more particularly described in Article VIII.

## ARTICLE II

### UNITS

#### 2.01 Description and Ownership.

(a) All Units are delineated on the Plat attached hereto as Exhibit C. The Units are legally described on Exhibit D attached hereto.

(b) Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit C. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibits C and D. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibits C and D, and every such description shall be deemed good and sufficient for all purposes.

(c) Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit C.

2.02 Certain Structures Not Constituting Part Of A Unit. Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Building, or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through his Unit and forming part of any system serving more than his Unit, or any components of communication (including, but not limited to, an intercom system), master antenna, or refuse collection systems, if any, located in his Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

2.03 Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements as provided in the 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.

## ARTICLE III

### COMMON ELEMENTS

3.01 Description. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the Parcel, the portions of the Building occupied by the stairways, entrances and exits, mail boxes, lobbies, corridors, elevators, communication system, master antenna connections and facilities (whether leased or owned), storage areas,

outside walks and driveways, landscaping, refuse collection system (including chutes and related refuse equipment), the central heating and cooling systems, the laundry room facilities (not including the equipment located therein which shall be leased or owned by the Association), receiving room, boilers, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, such component parts of walls, floors and ceilings as are not located within the Units, and structural parts of the Building, including structural columns located within the Units.

3.02 Ownership of Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Unit Owners of the Property. The extent or amount of such ownership shall be expressed by a percentage amount, and, once determined, shall remain constant, and may not be changed without unanimous approval of all Unit Owners. The Developer has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit E attached to this Declaration.

3.03 Limited Common Elements. The Limited Common Elements are part of the Common Elements serving exclusively a particular Unit or Units as an inseparable appurtenance thereto, including specifically but not by way of limitation, ~~Indoor Parking Spaces and~~ Outdoor Parking Spaces (except as otherwise provided herein), balconies, patios, storage areas, and such portions of perimeter walls, floors, ceilings, doors, and windows therein as lie outside the Unit boundaries, all as designated on the Plat attached hereto as Exhibit C. The ~~Parking Spaces and the~~ Storage Areas which are designated as Limited Common Elements have been assigned to each Unit by the Developer, ~~in the manner set forth in Exhibit E hereto~~; the other Limited Common Elements shall be assigned to the Units to which they are attached and to which they are an inseparable appurtenance.

#### ARTICLE IV

##### GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.01 Submission of Property to the Act. The Property is hereby submitted to the provisions of the Condominium Property Act of the State of Illinois.

##### 4.02 No Severance of Ownership; No Partition of Common Elements

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

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

##### 4.03 Easements.

(a) Encroachments. In the event that, by reason of the construction, settlement or shifting of the Building or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided, however,

that in no event shall a valid easement for any encroachment be created in favor of any Unit Owner or in favor of the owners of the Common Elements if such encroachment occurred due to the willful or negligent conduct of said Unit Owner or the owners of the Common Elements, or their agents, servants, or employees.

(b) Easements for Utilities. Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, and all other suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Developer, Board or Association may hereafter grant other or additional easements for utility purposes for the benefit of the Property, over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wire, ducts, conduits, public utility lines, components of the communications systems, if any, or structural components, which may run through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

(c) Easements to Run with Land. All easements and rights described herein are easements appurtenant running with the land, and so long as the Property is subject to the provisions of the Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, Purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees, and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(d) Easement for Construction. During the period of any construction on the Property by Developer, the Developer, its contractors and subcontractors, and their respective agents and employees shall have the right and easement to use the Common Elements for purposes of ingress, egress and access to the Building and the Property as may be required in connection with said construction.

#### 4.04 Storage

Storage Areas. Each Unit Owner shall be responsible for his personal property located in the storage areas of the Common Elements. Such storage areas shall be designated as Limited Common Elements as delineated on Exhibit C. The Developer hereby expressly reserves to itself the right to make the initial assignment of each and every storage area and to grant to Unit Owners the exclusive use with respect to such storage areas.

4.05 Use of the Common Elements.

(a) General. Subject to the provisions of this Declaration, each Unit Owner shall have the nonexclusive right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purpose of ingress and egress to and use, occupancy and enjoyment of the respective Unit owned by such Unit Owner, and such other incidental uses permitted by this Declaration. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving such Unit alone or with adjoining Units. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and be governed by the provisions of the Act, this Declaration, By-Laws, and rules and regulations adopted from time to time by the Association.

(b) Guest Privileges. The rights described in paragraph (a) above shall extend to the Unit Owner and the members of the immediate family and authorized guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and the By-Laws and rules and regulations of the Association as may be imposed from time to time.

(c) Disclaimer of Bailee Liability. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, any Unit Owner, nor the Developer shall be considered a bailee of any personal property stored in the Common Elements (including property located in storage lockers and vehicles parked in the Parking Area), whether or not exclusive possession of any particular areas shall be given to any Unit Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss of damage thereto, whether or not due to negligence.

4.06 Maintenance, Repairs and Replacements.

(a) By the Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Building excluding, however, interior wall, ceiling and floor surfaces. In addition, except as provided in Section 3.01 hereof, the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Section 2.02 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under subparagraph (b) below, or any other provision of this Declaration. Maintenance, repairs and replacements of the Common Elements (except as otherwise specifically provided herein) shall be furnished by the Association as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association.

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

(i) All of the maintenance, repairs and replacements within his own Unit and of the doors including, but not limited to, doors leading on to the balconies, if any, adjacent to his Unit, and windows and frames and screens appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing fixtures or installation, and any portion of any other utility service

facilities located within the Unit boundaries as specified in Sections 2.01 and 2.02 hereof, and individual heating, cooling, and ventilating system or equipment situated entirely within the Unit and servicing only such Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Units shall be furnished by the Association as part of the Common Expenses, and provided further that the Board or the Association may provide, by its rules and regulations as may be imposed from time to time, for ordinary maintenance and minor repairs and replacements to be furnished to Units and appliances therein by Building personnel as a Common Expense or as user charges pursuant to Section 6.08 hereof.

(ii) All of the decorating within his own Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceiling, and such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board or Association as may be imposed from time to time. The use and the covering of the interior surfaces of windows and doors, whether by draperies, shades, or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association as may be imposed from time to time. Each Unit Owner who shall elect to install in any portion of his Unit (other than in bath and powder rooms) hard surface floor covering (i.e., tile, slate, ceramic, wood, etc.) shall be first required to install a sound-absorbent undercushion of such kind and quality as to prevent the transmission of noise to other Units, and shall obtain approval of the Board prior to making such installation. If such prior approval is not so obtained, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Unit Owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Unit Owner. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner.

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

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

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

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

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

## ARTICLE V

### ADMINISTRATION

5.01 Administration of Property. The direction and administration of the Property shall be vested in the Board of Directors which shall consist of nine (9) persons who shall be elected in the manner hereinafter set forth: Each member of the Board shall be one of the Unit Owners and shall reside on the Property; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board, so long as any such agent or beneficiary ~~other than a person designated by the Developer~~ resides on the Property.

5.02 Association. The Association has been formed, prior to the recording hereof, as a not-for-profit corporation under the General Not-for-Profit Corporation Act of the State of Illinois, having the name (or a name similar thereto) WILLOW CREEK NO. 3 ASSOCIATION and shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board shall be deemed to be the "Board of Managers" for the Unit Owners referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. 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 the transfer of his ownership interest the transferee thereof shall likewise automatically succeed to such membership in the Association without further documentation required. The Association may issue certificates evidencing membership therein. The Association shall have only one class of membership.

5.03 Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Unit Owner or one of the group composed of all the Unit Owners of a Unit Ownership, or be some person designated by such Unit Owner or Unit Owners of a Unit Ownership to act as proxy on his or their behalf and who must be a Unit Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or Unit Owners of a Unit Ownership. Any or all such Unit Owners may be present at any meeting of the voting members and (those constituting a group acting as a single voting member) may vote or take any other action as a voting member, either in person or by proxy (1)

(1) Proxy Defined:

- A. The person must specify a preference or a choice on the proxy statement.
- B. The proxy must be signed by the individual.
- C. The proxy must be delivered in a sealed envelop to a Willow Creek #3 Association Board member.

1009 The total number of votes of all voting members shall be ~~unitary sum~~ (and sometimes hereinafter referred to as the "Total Vote"), and each Unit Owner or group of Unit Owners of a Unit Ownership shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit E, except as otherwise provided in this Section 5.03.

. At any time, in the event that thirty percent (30%) or less of the total number of Units control in excess of fifty percent (50%) of the total votes of the Association, any provision herein which requires a vote by Unit Owners holding a certain percentage of the total vote shall require, in lieu thereof, that the percentage required be based on the number of Units rather than the percentage of the votes allocable to Units pursuant to their respective percentage of ownership in the Common Elements.

#### 5.04 Meetings

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

#### (b) Annual Meeting

There shall be an annual meeting of the voting members on the second Wednesday of October.

(c) Special Meetings. Special meetings of the voting members may be called at any time after the initial meeting provided for in Section 5.04(b) ~~hereof~~ for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose, provided, however, that the following matters shall require the approval of voting members having not less than two-thirds (2/3) of the total votes: (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and (iii) the purchase or sale or lease of Units or other real estate on behalf of all Unit Owners. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Association, or by ~~forty~~ **FORTY** percent (40%) of the voting members and delivered to all Unit Owners not less than ten (10) days and no more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

Except where otherwise specified in this paragraph, 2/3 of <sup>2</sup> those present and eligible to vote shall constitute a valid vote.

5.05 Notices of Meetings. Except as otherwise provided herein, notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting.

5.06 Board of Directors.

The voting members shall elect the Board consisting of nine (9) members. In all elections for members of the Board, each voting member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

The election and term of office as between candidates receiving the same number of votes shall be determined by % percent of ownership as represented by the votes. The Board of Directors shall be elected for a term of three (3) years each.

If re-elected, Board members may succeed themselves. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the number of Board members or the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3) and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the voting members present at the meeting at which the vacancy occurs, the next annual meeting or a special meeting of the voting members called for such purpose. Except as otherwise provided in this Declaration, the Property shall be managed, controlled, and otherwise dealt with by the Board and the Board shall act, except where a greater vote is specified herein, by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held, and conducted in accordance with such regulations as the Board may adopt provided, however, that (i) each Unit Owner shall be entitled to notice, in the same manner as provided in Section 5.05 hereof, of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of an assessment; and (ii) the Board shall meet no less than four (4) times each year. A majority of the total number of members on the Board shall constitute a quorum.

(b) The Board shall elect from among its members a President who shall preside over both its meeting and those of the voting members, and who shall be the chief executive officer of the Board and the Association and who shall be designated to mail and receive all notices and execute all amendments hereto as provided herein and in the Act, a Vice President who shall perform all duties of the President in the absence of the President and such other acts as the President or the Board may deem necessary or expedient, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of the Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect from among the members of the Board. The President, Secretary and Treasurer shall be elected for a term of one (1) year, or until such time as their respective successors have been elected and taken office. If re-elected, the President, Secretary and Treasurer may succeed themselves.

(c) Except for directors designated by Developer pursuant to Section 5.01 hereof, any Board member may be removed from office, at any time after the election of directors at the initial meeting of voting members pursuant to Section 5.06(a) hereof, by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

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

All Board Members shall receive a copy of the agenda and financial statement in advance of the convening of the meeting.

(e) All meetings of the Board shall be open to attendance by any Unit Owner and the By-Laws shall so provide,

except for the portion of any meeting held to discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent.

notices of such meeting shall be mailed or delivered not later than forty-eight (48) hours prior to such meeting unless a written waiver of such notice is signed by the Unit Owner entitled to such notice prior to the convening of such meeting and that copies of notices of meetings of the Board shall be posted in entranceways, elevators or other conspicuous places in the condominium at least forty-eight (48) hours prior to such meeting,

*except when units*

except where there is no common entranceway for 7 or more units, the board of managers may designate one or more locations in the proximity of these units where the notices of meetings shall be posted.

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

(a) the Board may engage the services of an agent to manage the portions of the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board provided, however, that any agreement for professional management shall provide for termination for cause by the Association upon thirty (30) days written notice and shall have a term not to exceed one (1) year<sup>2</sup> renewable by agreement of the parties for successive one (1) year periods.

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

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

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

Unless there is an emergency, the Board shall <sup>54/5</sup> require three (3) bids for any capital expenditure in excess of \$1500, nor can the corporation enter into a contract for more than three (3) years except with the approval of a majority of the unit owners.

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

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

(g) Prior to the election by voting members of the first Board, the Developer shall, subject to the terms of the Condominium Instruments, have the authority to lease or to grant licenses, concessions and contracts with respect to any part of the Common Elements, upon such terms as the Developer deems appropriate, except as otherwise provided in Section 12.01 hereof. Upon election of the first Board, and thereafter, the Board by a vote of a majority of the persons on the Board shall have the same authority as aforesaid. All income derived from leases, licenses, concessions or contracts shall be held and used for the benefit of the Unit Owners and shall be deposited into the maintenance fund.

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

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

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

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

(l) Subject to the provisions of Section 4.04, Section 4.06(b)(iii), and Section 6.08 hereof, the Board for the benefit of all the Unit Owners shall acquire and shall pay out of the maintenance fund hereinafter provided for, the following:

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

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

(iii) Painting, cleaning, outside window washing, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and of the hallway doors appurtenant thereto and the outside windows and frames which the Unit Owners shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

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

(v) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Unit Owners.

(vi) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the Building, and a Unit Owner has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

5.08 Amendments of By-Laws. The By-Laws may be amended or modified from time to time by action or approval of the voting members

of which <sup>29</sup>65 must be either present or represented by proxy, and they must cast <sup>44</sup>44 affirmative votes to constitute a majority approval. <sup>66</sup>66 Such amendments shall be

recorded in the Office of the Registrar of Titles of Cook County, Illinois, or if required, shall be filed in the Office of the Registrar of Titles of Cook County, Illinois.

5.09 Insurance.

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

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

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

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

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

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

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

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



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

(b) All insurance provided for in this Section 5.09 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois.

(c) All policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.09: (i) shall name as insured, the Developer so long as it has an insurable interest, and the Board as trustees for the Unit Owners in the percentages established in Exhibit E to this Declaration and shall also name as an assured the Insurance Trustee described in subparagraph 5.09(f) as the respective interests of all of such assureds may appear; (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Units; (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; and (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the first mortgage lienholders of each Unit. Policies of insurance of the character described in clause (i) of Paragraph (a) of this Section 5.08 may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.09, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

(d) All policies of insurance of the character described in clauses (iii), (iv), (v), (vi), and (vii) of Paragraph (a) of this Section 5.08 shall name as assureds each Unit Owner and their spouses individually and severally, and the Association, Board and its managing agent, and the other agents and employees of such Association, Board and managing agent and the Developer so long as they have an insurable interest. In addition, all policies of insurance of the character described in clause (iii) of Paragraph (a) of this Section 5.09 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Developer, the managing agent, their respective employees and agents and the Unit Owners and occupants and shall cover claims of one or more insured parties against other insured parties.

(e) The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums on the policies of insurance described in Paragraph (a) of this Section 5.09 at least thirty (30) days prior to the expiration dates of the respective policies.

(f) The loss, if any, under any policies of insurance of the character described in clauses (i) and (ii) in Paragraph (a) of this Section 5.09 shall be payable, and the insurance proceeds paid, on account of any such loss shall be applied and disbursed to the Board or to the bank or trust company authorized to accept and execute trusts in the State of Illinois, which bank or trust company (the "Insurance Trustee") may be designated by the Board to act as trustee for the Board pursuant to the Act for the purpose of collecting and disbursing the

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


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

(h) Each Unit Owner shall be required to report all additions or alterations to his Unit promptly in writing to the Board, without prior request from the Board or the management agent, and to reimburse the Board for any additional insurance premiums attributable thereto, and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Unit Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Unit Owner to do so, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. "Additions" or "alterations" shall mean property attached to the Unit and not readily removable without damage to the Unit, including but not limited to, carpeting, special flooring (such as parquet), special wall covering and paneling. The insurance coverage described in this paragraph (h) of Section 5.08 shall not be deemed to include personal property owned by the Unit Owner and not attached to the Unit.

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

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

5.10 Cancellation of Insurance. No insurance required under Section 5.09(a)(i), (ii), or (iii) may be cancelled, including cancellation for nonpayment of premiums, or substantially modified without at



least thirty (30) days prior written notice to all named insureds thereunder.

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

#### ARTICLE VI

##### COMMON EXPENSES-MAINTENANCE FUND

6.01 Preparation of Estimated Budget. Each year on or before ~~September~~<sup>September</sup> 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before ~~September 15~~<sup>September 15</sup> notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof, and containing each Unit Owner's respective assessment provided, however, that such annual budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. The annual budget shall also take into account the net available cash income for the year derived from the operation or use of the Common Elements. Subject to

the provisions of Section 4 06(b)(iii) and Section 6 08 hereof, said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit E attached hereto. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessments made pursuant to this paragraph. On or before April 1 of each calendar year following the initial meeting, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall be prepared by a certified public accountant. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting subject, however, to the provisions of 6.02 hereof.

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

6.03 Initial Budget. The Board appointed by the Developer shall determine and adopt, prior to the conveyance of the first Unit hereunder, the "estimated cash requirement" for the initial period commencing with the first day of the month in which the sale of the first Unit is closed and ending on December 31 of the calendar year in which such sale occurs and shall continue to determine the "estimated cash requirement" for each succeeding calendar year until such time as the first Board elected hereunder takes office. Assessments shall be levied against the Unit Owners during said periods as provided in Section 6.01 of this Article.

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

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

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

6.07 User Charges. The Board or Developer, acting pursuant to Section 12.01 hereof may establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expenses may include, without limitation, charges for use of facilities located in the Common Elements; and fees for such other services and facilities provided to Unit Owners which should not be reasonably allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 6.08, and the Board or Developer may elect to treat all or any portion thereof as Common Expense.

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

#### ARTICLE VII

##### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

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

*6/2/70*

from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

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

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

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

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

(f) Window Treatment. The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the Units of the Building, whether by draperies, shades or other items visible from the exterior of the Building shall be subject to the rules and regulations of the Board and in any event may not be done without the prior written consent of the Board.

(g) Floor Coverings. In order to enhance the sound-proofing of the Building, the floor covering for all occupied Units shall meet a certain minimum standard as may be specified by rules and regulations of the Board.

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

At the October 12, 1978, general meeting of the Willow Creek #3 Association, the homeowners voted (56 for, 11 against) to pass the following resolution:

1. New homeowners may not bring in dogs as pets.
2. Present homeowners may not replace dogs who have died or been given away.
3. Present homeowners may not acquire dogs.

This resolution took effect as of October 12, 1978.

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

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

(k) Personal Effects. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in a common storage area designated for that purpose.

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

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

(n) Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements, with the prior written consent of the Board.

(o) Exceptions. The Unit restrictions in Subparagraphs (a) and (l) of this Section 7.01 shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his professional library therein; (ii) keeping his personal business or professional records or accounts therein; or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Subparagraphs (a) and (l) of this Section 7.01.

(p) Lease of Unit. Any Unit Owner shall have the right to lease all (and not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem advisable, except that no Unit shall be leased for transient or hotel purposes or for a term of less than six (6) months. Any such lease shall be in writing and shall provide that the lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease.

#### ARTICLE VIII

##### THE WILLOW CREEK PROPERTY OWNERS' ASSOCIATION, INC.

8.01 The Property Owners' Association has been formed, prior to the recording hereof, as a not-for-profit corporation under the General-Not-for-Profit Corporation Act of the State of Illinois, having the name THE WILLOW CREEK PROPERTY OWNERS' ASSOCIATION, INC., and shall be the governing body for the maintenance, administration, and operation of certain recreational facilities and other properties to be used and enjoyed by the Unit Owners in common with the residents of the other residential buildings constructed, or to be constructed, by the Developer on the Development Area, which is more particularly described in Exhibit A attached hereto and made a part hereof, and which, together with the

Property, is known and referred to as the Willow Creek Apartment Addition. The Association shall be a member of the Property Owners' Association. The Board shall act on behalf of the Unit Owners, as their representatives, with respect to the participation of each Unit Owner in the Property Owners' Association, and the Unit Owners shall be deemed to have given an irreversible proxy and to have constituted the Board as such Unit Owner's lawful attorney-in-fact to do all things and to perform all acts which such Unit Owners, acting collectively, are entitled to do and perform as a member of said Property Owners' Association. The Property Owners' Association shall be administered pursuant to the Willow Creek Property Owners' Association, Inc., Declaration of Covenants, Conditions, and Restrictions, dated July 1, 1971 and filed in the Office of the Registrar of Titles of Cook County, Illinois as Document LR 2592932 and the By-Laws of the Willow Creek Property Owners' Association, Inc. The Association's proportionate share of the cost of maintaining the recreational facilities and other common areas, as assessed by the Property Owners' Association, shall be Common Expenses.

#### ARTICLE IX

##### DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDING

9.01 Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor.

9.02 Insufficient Insurance. In the event the Property, or any part thereof, shall suffer damage or destruction from any cause and the proceeds of any policy insuring against such loss or damage, and payable by reason thereof, shall be insufficient to pay the cost of repair, restoration or reconstruction, or the Property is not insured against the peril causing the loss or damage, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction, repair or restoration within one hundred and eighty (180) days after said damage or destruction, then the provisions of the Act in such event shall apply. Notwithstanding the foregoing, if such damage or destruction renders uninhabitable fewer than one-half(1/2) of the Units, then, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Board shall cause the Property or any affected part thereof to be repaired and reconstructed. Such meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the damage or destruction. At such meeting, the Board, or its representative, shall present an estimate of the cost of repair or reconstruction and the estimated amount of necessary separate assessments to be levied against each Unit Owner.

9.03 Condemnation. In the case of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements in the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. Any proceeds or awards made to the Association in connection with any such taking or condemnation shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be, in the discretion



of the Board, either (i) applied to pay the Common Expenses or (ii) distributed to the remaining Unit Owners and their respective first mortgagees, as their interests may appear, based on their current percentage of interest in the Common Elements. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Act and the court which has jurisdiction of the action shall adjust the percentage of interest in the Common Elements of the remaining Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. The President and Secretary of the Association shall execute and record an instrument on behalf of the Association as required by the Act which amends this Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the percentage of interest in the Common Elements as a result of an occurrence covered by this Section 9.03. From and after the effective date of the amendment referred to in the preceding sentence, the Unit Owner of a Unit which is removed in part or in whole from the provisions of this Declaration shall only be liable for the payment of assessments based on the percentage of interest in the Common Elements, if any, allocated to the Unit in the amendment.

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

#### ARTICLE X

##### SALE OF THE PROPERTY

10.01 At a meeting duly called for such purpose, the Unit Owners by affirmative vote of at least seventy-five percent (75%) of the total vote of the voting members of the Association, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under Section 12.02 of this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale; provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by an appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select a qualified appraiser, experienced in the appraisal of condominium units in Cook County, Illinois, and the two (2) so selected, shall select a third appraiser, experienced in the appraisal of condominium units in Cook County, Illinois, and the fair market value, as determined by a majority of the three (3) so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

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## ARTICLE XI

### REMEDIES

11.01 Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, upon not less than ten (10) days' notice, in addition to the rights set forth in the next succeeding section:

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

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

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

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

11.03 Remedies for Failure to Pay Common Expenses or User Charges. Each Unit Owner shall pay his proportionate share of the Common Expenses. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit C. Each Unit Owner shall also pay all user charges for which he is responsible pursuant to Section 6.08 of this Declaration. In the event of the failure of a Unit Owner to pay such Common Expenses, user charges, or any other expenses required to be paid hereunder when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. In addition to the foregoing, the Board or the Developer in the exercise of the powers, rights, duties and functions of the Board as provided in Section 12.01 hereof or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay his proportionate share of the Common Expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include the right to take possession of such Unit Owner's interest in the Property and to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed by "an act in regard to forcible entry and detainer," approved February 16, 1974, as amended.

#### ARTICLE XII

##### GENERAL PROVISIONS

12.01 Certain Rights of the Developer. Until the time established by the Declaration for the election of the initial Board by the Unit Owners, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board in the Act and in this Declaration shall be held and performed by the Developer. In exercising such rights, and the other rights reserved by the Developer pursuant to this Declaration, the Developer shall not be under any disability which would otherwise be imposed by law by reason of the Developer's interest in the subject matter of any transaction, provided, however, that any such transaction shall have been entered into in good faith and provided further that, except as otherwise provided herein, any agreement entered into with the Association prior to the initial meeting as provided in Section 5.04(b) hereof which shall have a term expiring later than two (2) years following the date of recording of this Declaration shall be subject to termination, after the expiration of said two (2) year period, by either party, upon ninety (90) days written notice without payment of any penalty fee.

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

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

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

12.05 Conveyance and Leases. Each grantee of the Developer and each subsequent grantee by the acceptance of a deed of conveyance, and each purchaser under Articles of Agreement for Deed and each tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time an interest or estate in the Property, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

12.06 No Waivers. 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.

12.07 Change, Modification or Rescission. No provision of this Declaration affecting the rights, privileges and duties of the Developer may be modified without its written consent. The provisions of Sections 11.03 and 12.07 of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, and by all of the Unit Owners and all mortgagees having bona fide liens of record against all of the Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Unit Owners having at least seventy-five percent (75%) of the total vote. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Registrar of Titles of Cook County, Illinois; provided, however, that no such change, modification or rescission shall change the boundaries of any Unit, the allocation of percentages of ownership in the Common Elements and votes in the Association, quorum and voting requirements for action by the Association, or liability for Common Expenses assessed against any Unit, except to the extent authorized by other provisions of this Declaration or by the Act.

12.08 Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful, or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints or alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Ronald Regan, President of the United States.

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

12.10 Ownership by Land Trustee. In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries,

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then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership and shall be deemed to be the Unit Owner as that term is used herein. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

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

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

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

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

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

(a) FHA/VA Approval. If any prospective Unit Owner applies for FHA or VA mortgage financing and receives a commitment therefor, the following actions will require approval of the FHA and/or the VA as applicable: Addition of properties, dedication of Common Elements, and amendment of this Declaration.

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

(c) Upon the request of any first mortgagee of a Unit, the Association shall furnish to such mortgagee a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under the within Declaration or the By-Laws or Association rules or regulations which is not cured within sixty (60) days. Any first mortgagee of a Unit who comes into possession of the said Unit pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the Unit.

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

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

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

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

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

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

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

(e) Each first mortgagee of a Unit shall have the right to examine the books and records of the Association during normal business hours. The first mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Elements or any portion thereof, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefor

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from the Association. The Association shall have the authority to enter into an agreement reflecting the provisions of the within subsection in such form as may reasonably be required by such mortgagees, and in the absence of any such agreement, the provisions of the within subsection shall be deemed to be the agreement of the Association and binding upon it in favor of all such mortgagees.

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

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

(h) No provision of the within Declaration or of the By-Laws or Articles of Incorporation of the Association, or any similar instrument pertaining to the Property or the Units shall be deemed to give a Unit Owner or any other party priority over any rights of bona fide first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements or any portion thereof or interest therein.

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

IN WITNESS WHEREOF, Centex Homes Midwest, Inc., a Nevada corporation, has caused its Corporate Seal to be affixed hereunto and

20-44-9185

## DECLARATION OF CONDOMINIUM OWNERSHIP

This Declaration made this 1 day of AUGUST, 1972, by ILL E. CHESTNUT CORPORATION, an Illinois corporation, (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner in fee simple of certain real estate in Palatine, Cook County, Illinois, legally described as follows:

LOT FIVE (excepting therefrom that part thereof described as follows: Beginning at the Northwest corner of said Lot 5; thence Southeast along the North line of Lot 5 for a distance of 106.62 feet to a corner in the North line of Lot 5; thence East along the North line of Lot 5 for a distance of 63.93 feet; thence Southwest along a line that forms an angle of 100° 30' 24" to the right with a prolongation of the last described course for a distance of 156.25 feet to a point in the Southerly line of Lot 5 that is 20.04 feet Southeast of a corner in the Southerly line of Lot 5 (as measured along the Southerly line of Lot 5); thence Northwest along the Southerly line of Lot 5 for a distance of 20.04 feet to a corner in the Southerly line of Lot 5; thence West along the South line of Lot 5 for a distance of 122 feet to a point in the West line of Lot 5; thence North along the West line of Lot 5 for a distance of 165.25 feet to the place of beginning and excepting therefrom that part thereof described as follows: Beginning at the most Southerly corner of said Lot 5; thence North 35° 34' 24" West along the Westerly line of Lot 5 for a distance of 172.45 feet; thence Northeasterly for a distance of 286.77 feet to a point in the Easterly line of Lot 5 that is 30 feet Northwest of the most Easterly corner of Lot 5; as measured along the Easterly line of said Lot 5; thence Southeast along the Easterly line of Lot 5 for a distance of 35 feet to the most Easterly corner of Lot 5; thence Southwest along the Easterly line of Lot 5 for a distance of 285.94 feet to the place of beginning and excepting also that part thereof lying within the ingress and egress easement shown on the Plat of Willow Creek Apartment Addition (hereinafter described)) All in Willow Creek Apartment Addition, being a resubdivision of part of Willow Creek, a Subdivision of part of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, according to Plat of said Willow Creek Apartment Addition registered in the Office of the Registrar of Titles of Cook County, Illinois, on December 28, 1970, as Document Number 2536651.

(hereinafter referred to as the "Parcel"); and

WHEREAS, the Developer intends by this Declaration to submit the property (as hereinafter defined) to the provisions of the Condominium Property Act of the State of Illinois:

NOW, THEREFORE, the Developer hereby declares as follows:

1. DEFINITIONS: For the purpose of the within Declaration, the following definitions shall control:

- "Act" shall mean the Condominium Property Act of the State of Illinois;
- "Declaration" shall mean the within instrument by which the property, as hereinafter defined, is submitted to the provisions of the Act and shall include such amendments, if any, to the within instruments as may be from time to time adopted pursuant to the terms hereof;
- "Parcel" shall mean that real estate hereinabove described in the within instrument which is hereby submitted to the provisions of the Act;
- "Property" shall mean all of the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon including the building and all easements, rights and appurtenances belonging thereto and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners submitted to the provisions of the Act, (which property is sometimes referred to as WILLOW CREEK CONDOMINIUM NO. 3)
- "Residential Unit" shall mean a part of the property including one or more rooms occupying one or more floors, or a part of parts thereof, and designed and intended for independent use as a residential apartment for one family. "Garage Unit" shall mean that part of the property so designated upon the plat, hereinafter referred to, which is intended for independent use as a garage; Unless a specific distinction is made between "residential units" and the "garage unit", the term "Unit" shall include both.
- "Common Elements" shall mean all portions of the property except the units;
- "Person" shall mean a natural individual, corporation, partnership or other legal entity capable of holding title to real property;
- "Unit Owner" shall mean the person or persons whose estates or interests in the property are, in whole or in part, owned by the person or persons who, in the aggregate, own such property;
- "Majority" or "Majority of the Unit Owners" shall mean those unit owners who, in the aggregate, own more than 50% in the aggregate of the entire undivided ownership interest in the Common Elements;
- "Plat" shall mean the plat of survey of the Parcel and of all units in the property submitted to the provisions of the Act, which Plat is attached hereto as Exhibit A and by reference incorporated herein and made a part hereof and recorded concurrently with the recording of this Declaration;
- "Building" shall mean the building constructed by the Developer, located on the Parcel and forming part of the property and containing the units as indicated by the Plat.

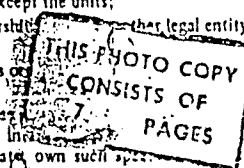
2. SUBMISSION OF PROPERTY TO THE ACT: The Developer hereby submits the property to the provisions of the Condominium Property Act of the State of Illinois.

3. UNITS: The legal description of each unit shall consist of the identifying number, symbol or designation of such unit as shown on the Plat. Every deed, lease, mortgage or other instrument may lawfully describe a unit by its identifying number, symbol or designation as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

Each unit shall consist of the space enclosed and bounded by the interior surfaces of the floors and ceilings and perimeter walls of such unit as shown on the Plat.

4. COMMON ELEMENTS: Common Elements shall consist of all of the property except the individual units and shall include such easements and rights as are now or may become appurtenant to the property.

5. OWNERSHIP OF THE COMMON ELEMENTS: Each unit owner shall be entitled to that 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 B and by reference incorporated herein and made a part hereof as though fully set forth herein. The percentages of ownership interest in the Common Elements allocated to the respective units as set forth in Exhibit B shall remain constant unless amended in writing by all of the unit owners.





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6. **USE OF THE COMMON ELEMENTS:** Each unit owner shall have the right to use the Common Elements in common with all other unit owners, as may be required for the purpose of ingress and egress to and use, occupancy and enjoyment of the respective unit owned by such unit owner. Such rights shall extend to the unit owner and the members of the immediate family and guests and other authorized occupants and visitors of the unit owner. The use of the Common Elements and the rights of the unit owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, and the By-Laws and rules and regulations of the Association as hereinafter described.
7. **COMMON EXPENSES:** Each unit owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, including the garage unit as hereinafter provided, which expenses are hereinafter referred to collectively as "Common Expenses." Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit D. Payment thereon shall be in such amount and at such times as may be provided by the By-Laws. In the event of the failure of a unit owner to pay such proportionate share when due, the amount hereof shall constitute a lien on the interest of such unit owner, as provided by the Act; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit owner, owned or held by a bank, insurance company or savings and loan association, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the said mortgage owner or holder either takes possession of the unit, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its mortgage, and cause a receiver to be appointed.
8. **ASSOCIATION:** Prior to the date of the within instrument and the recording thereof, there has been formed WILLOW CREEK NO. 3 Association, a not for profit corporation under the General Not For Profit Corporation Act of the State of Illinois, which corporation (hereinafter and hereinafter referred to as the "Association") shall be the governing body for all of the unit owners with respect to the administration, maintenance, repair and replacement of the property as provided by the Act, this Declaration and the By-Laws. The Board of Directors of the Association shall constitute the Board of Managers referred to in the Act. A copy of the By-Laws of the Association is attached hereto and made a part hereof as Exhibit C and by reference incorporated herein as if fully set forth herein.
- Each unit owner shall automatically become and be a member of the Association so long as he continues as a unit owner. Upon the termination of the interest of a unit owner, his membership shall thereupon automatically terminate and transfer and inure to the new unit owner succeeding him in interest.
- The aggregate number of votes for all members of the Association shall be one hundred (100), which shall be divided among the members in the same ratio as their respective percentages of ownership interest in the Common Elements as set forth in Exhibit D.
9. **DETERMINATION OF BOARD TO BE BINDING:** Matters of dispute or disagreement between unit owners or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board of Directors, which determination shall be final and binding on all unit owners.
10. **BALCONIES:** All balconies shall be a part of the Common Elements and not a part of any individual unit; however, each unit owner shall be entitled to the exclusive use and possession of that balcony or those balconies, if any, direct access to which is provided from his respective unit and which is or are located outside of and adjoining his respective unit.
11. **THE GARAGE UNIT:**
- A. Upon the submission of the property to condominium ownership, the garage in the building shall not be part of the Common Elements but shall be and remain a unit and with respect to the same, the Developer reserves the following rights and declares the following intentions:
1. Upon the filing for record of the within Declaration, the Developer reserves the right and declares its intention to obtain a mortgage loan, secured by a mortgage on the Garage Unit for such amount as may be determined by the Developer, provided only that the principal amount of such mortgage loan shall not exceed \$125,000.00, shall bear interest at a rate not to exceed 10% and be repayable in equal installments of principal and interest amortized on a level term annuity basis for a term of years not to exceed 25. All proceeds of such mortgage loan shall be and remain the sole property of the Developer; and
  2. Upon the consummation of such mortgage loan and the filing for record of the said mortgage, the Developer shall convey to the Association the Garage Unit (together with the percentage of undivided ownership interest in the Common Elements appurtenant thereto) by the terms of which conveyance the Association shall assume and agree to pay the indebtedness secured by such mortgage according to its terms.
- B. From and after the conveyance by the Developer of the Garage Unit to the Association, the Association shall own and hold the same for the use and benefit of the residential unit owners collectively and the interests of such residential unit owners shall be deemed appurtenant to the residential units to the same extent as if the Garage Unit (together with the percentage of undivided ownership interest in the Common Elements appurtenant thereto) were part of the Common Elements.
- All costs incurred by the Association in the operation, maintenance, repair, and replacement of the Garage unit and all payments which become due under the terms of the aforesaid mortgage loan shall be common expenses.
- C. The Association shall administer and operate the Garage in the same manner and to the same extent as if the same were part of the Common Elements and may prescribe such rules and regulations with respect thereto as the Board of Directors may deem fit and may either operate the Garage itself or lease the Garage for operation by others upon such terms as the Board of Directors may deem fit.
- Applications for parking spaces by unit owners shall be made to the Association or to such operators as may be indicated by the Association and such application shall be given priority among the unit owners in the order in which the same are received for parking spaces which may be available from time to time. Rentals for such garage spaces shall be established by the Association or by the garage operator, as the case may be, and shall be paid in such manner and at such times as may be directed by the Association. All revenue received by the Association from the said garage less operating expenses thereof, if any, shall be applied in accordance with the By-Laws.
12. **STORAGE AREAS:** Storage areas in the building outside of the respective units shall be part of the Common Elements and the use thereof shall be allocated among the unit owners as the Association may by its rules and regulations prescribe.
13. **SEPARATE MORTGAGES OF UNITS:** Each unit owner shall have the right to mortgage or encumber his own respective unit together with his respective ownership interest in the Common Elements. No unit owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof except his own unit and his own respective ownership interest in the Common Elements as aforesaid.
14. **SEPARATE REAL ESTATE TAXES:** It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the Common Elements, as provided in the 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.
15. **UTILITIES:** Each unit owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

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**INSURANCE:** The Board of Directors shall have the authority to and shall obtain insurance for the property against loss or damage by fire and other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the units. Such policies shall include coverage for the payment of common expenses with respect to damaged units during the period of reconstruction thereof and if agreeable to the insurer shall provide that, notwithstanding any provision of the policies which gives the insurer an election to restore the property in lieu of making a cash settlement therefor, such option shall not be exercisable in event the unit owners elect to sell the property or remove it from the provisions of the Act. Such insurance coverage shall be written in the name and the proceeds thereof shall be payable to the Association or the Board of Directors as the Trustee for the unit owners (and their respective heirs, assigns, if any, or their interests may appear) in the proportion of their respective percentages of ownership in the Common Elements as established in the Declaration. When requested by a unit owner, a standard mortgage endorsement shall be issued to the holder of the first mortgage on such owner's unit. If agreeable to the insurer, such policies shall include provisions that they be without contribution, that improvements to units made by unit owners shall not affect the valuation of the property for the purposes of insurance, and that the insurer waives its rights of subrogation as to any claims against unit owners, the Association and their respective servants, agents and guests.

Application of the insurance proceeds to reconstruction and disposition of the property where the insurance proceeds are insufficient for reconstruction shall be as provided in the Act. If the amount of the estimated cost of reconstruction and repair of the property is in excess of \$100,000.00 and the insurance proceeds are sufficient for such purpose, then such insurance proceeds shall be paid by the said assured to a bank or trust company (the Insurance Trustee) authorized to do business in Illinois and having a capital of not less than \$5,000,000, and applied by the Insurance Trustee to the payment of such costs, and shall be paid to or for the account of the assured from time to time as the work progresses, but not more frequently than once in any calendar month. Said Trustee shall make such payments upon the written request of the Association, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth (i) that the sum then requested either has been paid by the Association or is justly due to contractors, sub-contractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and the several amounts so paid or due, and stating that no part thereof has been made the basis for withdrawal of insurance proceeds in any previous event pending request, or has been paid out of any proceeds of insurance received by the Association, and that the sum requested does not exceed the value of the services and materials described in the certificate, (ii) that except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendors, mechanic's, materialmen's or similar lien upon such work, the Common Elements or any Individual Apartment and (iii) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of insurance proceeds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

The Board of Directors shall also have the authority to and shall obtain comprehensive public liability insurance, 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 and the Association, Board of Directors, manager and managing agent from liability in connection with the Common Elements. Where agreeable to the insurer, all liability insurance policies shall contain cross liability endorsements to cover liabilities of the unit owners collectively to a unit owner individually.

The premiums for all insurance purchased, pursuant to the provisions of this section, shall be common expenses and shall be paid at least thirty (30) days prior to the expiration date of any policy. Within ten (10) days after the payment of any such premium, notice of such payment shall be sent to the mortgagee of each unit. If agreeable to the insurer, such policies shall include a provision that coverage will not be terminated for nonpayment of premiums without ten (10) days prior written notice in each unit mortgagee.

Each unit owner shall be responsible for his own insurance on the contents of his own unit, and his additions and improvements thereto and decorating and furnishing and personal property 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.

17. **MAINTENANCE, REPAIRS AND REPLACEMENTS:** Each unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own unit; provided, however, such maintenance, repairs and replacements as may be required for the functioning of the air-conditioning and heating system and the plumbing within the unit, and for the bringing of water, gas and electricity to the unit, shall be furnished by the Association as part of the common expenses. Maintenance, repairs and replacements of the refrigerators, ranges and other kitchen appliances and lighting fixtures and other electrical appliances of any unit owner shall be at the expense of such unit owner. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association as part of the common expenses. The Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to units by Building personnel at common expense.

If, due to the negligent act or omission of a unit owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the Common Elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association. Maintenance, repairs and replacements to the Common Elements or the units shall be subject to the rules and regulations of the Association.

To the extent that equipment, facilities and fixtures within any unit or units shall be connected to similar equipment, facilities or fixtures affecting or serving other units or the Common Elements, then the use thereof by the individual unit owners shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other units or the Common Elements.

Each unit owner shall be responsible for the maintenance, repair and replacement of all windows of his unit and also the doors leading on to the balconies, if any, adjacent to his unit.

18. **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, panelling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each unit owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of the respective unit owned by such unit owner, and such unit owner shall maintain such interior surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Association, and each such unit owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. The interior surfaces of all windows forming part of a perimeter wall of a unit shall be cleaned or washed at the expense of each respective unit owner, and the exterior surfaces of such windows shall be cleaned or washed as part of the common expenses by the Association at such time or times as the Board of Directors shall determine. The use of and the covering of the interior surfaces of such windows, whether by draperies, shade, or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association. Decorating of the Common Elements (other than interior surfaces within

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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 Association, shall be furnished by the Association as part of the common expenses.

19. ALTERATIONS, ADDITIONS AND 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 Association.
20. 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, as the Common Elements and units are shown by the surveys comprising the Plat attached hereto as Exhibit A, there shall be deemed to be mutual easements in favor of the owners of the Common Element and the respective unit owners involved to the extent of such encroachments so long as the same shall exist.
21. SALE OR LEASE BY A UNIT OWNER - FIRST OPTION TO ASSOCIATION: If any unit owner other than the Developer shall desire at any time to sell or lease his unit, (which unit, together with his respective percentage of ownership interest in the Common Elements, is herein sometimes referred to as "Unit Ownership"), he shall first give the Association at least thirty (30) days prior written notice of the proposed sale or lease, which notice shall state the name and address and financial and character references of the proposed purchaser or lessee and the terms of the proposed sale or lease. The Association shall have the right of first option with respect to any sale or lease by any unit owner as provided herein. During the period of thirty (30) days following the receipt by the Association of such written notice, the Association shall have the first right at its option to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in such notice.

If the Association shall give written notice to such unit owner within said thirty (30) day period that it has elected not to exercise such option, or if the Association shall fail to give written notice to such unit owner within said (30) day period that it does or does not elect to purchase or lease such Unit Ownership upon the same terms as herein provided, then, such unit owner may proceed to close said proposed sale or lease transaction at any time within the next ninety (90) days thereafter; and if he fails to close said proposed sale or lease transaction within said ninety (90) days, his Unit Ownership shall again become subject to the Association's right of first option as herein provided.

If the Association shall give written notice to such unit owner within said thirty (30) day period of its election to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in said written notice to the Association, then such purchase or lease by the Association shall be closed upon the same terms as such proposed sale or lease.

The notices referred to herein shall be given in the manner hereinafter provided for the giving of notices.

The Board of Directors of the Association shall have the authority, on behalf of and in the name of the Association, to elect not to exercise such option and to give written notice of such election. A certificate executed by the president or secretary of the Association, certifying that the Association by its Board of Directors has elected not to exercise such option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, shall be conclusive evidence of such election by the Association and of the compliance with provisions hereof by the unit owner proposing to make such proposed sale or lease. Such certificate shall be furnished to such unit owner upon his compliance with the provisions hereof.

If the Board of Directors of the Association shall adopt a resolution recommending that the Association shall exercise its option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, the Board of Directors shall promptly call a meeting of all of the unit owners for the purposes of voting upon such option, which meeting shall be held within said thirty (30) day period. If unit owners owning not less than Seventy-Five Percent (75%) in the aggregate of the total ownership interest in the Common Elements, by affirmative vote at such meeting, elect to exercise such option to make such purchase or lease, then the Board of Directors shall promptly give written notice of such election as herein provided. In such event, such purchase or lease by the Association shall be closed and consummated, and, for such purpose, the Board of Directors shall have the authority to make such mortgage or other financing arrangements, and to make such assessments proportionately among the respective unit owners, and to make such other arrangements, as the Board of Directors may deem desirable in order to close and consummate such purchase or lease of such Unit Ownership by the Association. Assessments for such purpose shall be made among the owners of all units, exclusive of that unit being purchased or leased, in the proportion which each of their respective percentage interests in the Common Elements bear to the aggregate of their percentage interests in the Common Elements.

If the Association shall make any such purchase or lease of a Unit Ownership as herein provided, the Board of Directors shall have the authority at any time thereafter to sell or sublease such Unit Ownership on behalf of the Association upon such terms as the Board of Directors shall deem desirable, without complying with the foregoing provisions relating to the Association's right of first option, and all of the net proceeds or deficit therefrom shall be applied among the owners of all units, with the exception of that unit which has been purchased or leased, in the same proportion in which they were or could have been assessed with respect to such purchase or lease.

The provisions of this Section 21 with respect to the Association's right of first option shall not apply to any bank, insurance company or savings and loan association which becomes a unit owner by purchasing said unit at a sale held pursuant to proceedings to foreclose a first mortgage owned by it and covering said unit, provided that written notice of a default with respect to said mortgage was furnished the Association and the Association was given the right to cure said default within ten (10) days and, provided further, that written notice of intention to institute said foreclosure proceedings was furnished the Association and the Association was given the right to purchase the mortgage indebtedness within twenty (20) days.

If a proposed lease of any Unit Ownership is made by any unit owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such unit owner to the Board of Directors, 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. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Association's right of first option shall again apply to such Unit Ownership.

The provisions hereof with respect to the Association's right of first option shall not apply to sales or leases made by the Developer.

If any sale or lease of a Unit Ownership is made or attempted by any unit owner without complying with the foregoing provisions, such sale or lease shall be voidable by the Association and shall be subject to each and all of the rights and options of the Association hereunder and each and all of the remedies and actions available to the Association hereunder at law or in equity in connection therewith.

The foregoing provisions with respect to the Association's right of first option as to any proposed sale or lease shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the unit owners in the manner herein provided for amendments of this Declaration. The Board of Directors of the Association 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.

- The Board of Directors 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 Seventy-five (75%) of the aggregate of the total ownership interest in the Common Elements.

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22. **REMEDIES:** 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 Association, the Association and the Board of Directors shall have each and all of the rights and remedies which may be provided for in the Act (except as otherwise provided in the Declaration or By-Laws), 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 proceedings against such defaulting unit owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such 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 for any combination of remedies, or for any other relief. All expenses of the Association 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 Association shall have a lien 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 Association and the Board of Directors, and the manager or managing agent if so authorized by the Board of Directors, shall have the authority to correct such default, and to do whatever may be necessary for such purposes, and all expenses in connection therewith shall be charged to and assessed against such defaulting unit owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board of Directors.
23. **LAND TRUSTS:** In the event title to any residential unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder, from time to time, shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such residential unit. No claim shall be made against any such title-holding trustee personally for payment of any claim, lien or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest or in the title to such real estate.
24. **AMENDMENTS:** The provisions of this Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by unit owners owning not less than Seventy-Five (75%) in the aggregate of the total ownership interest in the Common Elements; provided, however, if the Act or this Declaration shall require 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 amendment or amendments with respect to such action shall require unanimous consent or agreement as may be provided in the Act or in this Declaration. All amendments to this Declaration shall be recorded.
25. **NOTICES:** Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to The Association or to any unit owner at 900 E. Wilmette Rd., Palatine, Illinois, or at such other address as hereinafter provided. The Association or Board of Directors may designate a different address or addresses for notices to them, respectively, by 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 Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof, or, if addressed to a unit owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.
26. **SEVERABILITY AND RULE AGAINST PERPETUITIES:** If any provision of this Declaration or the By-Laws shall be held invalid it shall not effect the validity of the remainder of the Declaration and the By-Laws. If any provisions of the Declaration or By-Laws would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of former SENATOR ROBERT F. KENNEDY of the State of New York and SENATOR EDWARD M. KENNEDY of the State of Massachusetts, plus twenty-one (21) years thereafter.
27. **RIGHTS AND OBLIGATIONS:** The provisions of this Declaration and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants, running with the land, so long as the property remains subject to the provisions of the Act and shall inure to the benefit of and be binding upon each and all of the unit owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or the acceptance of a deed conveying a unit or any interest therein, or any ownership interest in the property whatsoever, the person to whom such unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Act, this Declaration, and the By-Laws.

111 E. CHESAPEAKE CORPORATION

BY

Vice President

ATTEST:

Assistant Secretary

AUG 29, 1972

26-44-318

CONSENT OF MORTGAGEE

CENTEX FINANCIAL CORPORATION, holder of a mortgage on the Property  
dated February 14, 1972, and recorded February 16, 1972

as Document No. 2608106 hereby consents to the execution and recording of the within Declaration of Condominium Ownership and agrees that said mortgage is subject to the provisions of said Declaration and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said CENTEX FINANCIAL CORPORATION  
has caused this instrument to be signed by its duly authorized officers on its behalf, all done at  
DALLAS, TEXAS : on this 18<sup>th</sup> day of August, 1972

[Signature]  
Vice President

ATTEST

[Signature]  
Assistant Secretary

STATE OF Texas  
COUNTY OF Harris, SS.

I, José Roberto, a notary public in and for said county and state, do  
hereby certify that Bob A. Littlejohn and Benny D. Baker,  
Vice President and Paul Secretary, respectively of Ch. Financial,  
personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Paul Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18<sup>th</sup> day of August,  
1972.

[Signature]  
Notary Public

(Notary Seal)

AUG 29, 1977

PERCENTAGE OF OWNERSHIP IN THE  
COMMON ELEMENTS ALLOCATED TO  
EACH RESPECTIVE UNIT

WILLIAM CREEK CONDOMINIUM #3

EXHIBIT B

26-44-918

* UNIT	**PERCENTAGE	UNIT	PERCENTAGE
101	.7872	301	.8013
102	.9538	302	.9680
103	.9538	303	.9680
104	1.0070	304	1.0424
105	1.0070	305	1.0424
106	.9538	306	.9680
107	1.1678	307	1.2233
108	.7872	308	.8013
109	.9219	309	1.2375
110	.9538	310	.9680
111	.9538	311	.9680
112	1.0070	312	1.0424
114	1.0070	314	1.0424
115	.9538	315	.9680
116	.9538	316	.9680
117	.7872	317	.8155
118	.9538	318	.9680
119	1.2020	319	1.2375
120	.9538	320	.9680
121	1.0070	321	1.0424
122	1.0070	322	1.0424
123	.9538	323	.9680
124	1.2020	324	1.2375
125	.8013	325	.8155
201	.7943	401	.8084
202	.9609	402	.9751
203	.9609	403	.9751
204	1.0353	404	1.0495
205	1.0353	405	1.0495
206	.9609	406	.9751
207	1.2056	407	1.2410
208	.7943	408	.8084
209	1.2197	409	1.2552
210	.9609	410	.9751
211	.9609	411	.9751
212	1.0353	412	1.0495
214	1.0353	414	1.0495
215	.9609	415	.9751
216	.9609	416	.9751
217	.8084	417	.8226
218	.9609	418	.9751
219	1.2197	419	1.2552
220	.9609	420	.9751
221	1.0353	421	1.0495
222	1.0353	422	1.0495
223	.9609	423	.9751
224	1.2197	424	1.2552
225	.8084	425	.8226
		426 (Garage)	4.4321
TOTAL			100.0000

\*UNIT - Each Unit is identified by the number thereof, as shown on the plat marked Exhibit A, referred to in the Declaration to which this document is attached as Exhibit B.

\*\*PERCENTAGE - Each figure in this column represents that percentage of the ownership in the Common Elements allocated to the corresponding Unit designated in the column to the left.

MAY 11 1993

I CERTIFY THAT THIS  
IS A TRUE & CORRECT COPY  
OF DOCUMENT # 2044918

*Esse White*

REGISTRAR OF TITLES  
COOK COUNTY, IL.

93550042

**FIRST AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR WILLOW CREEK  
CONDOMINIUM NO. 3**

These amendments are recorded for the purpose of amending the Declaration of Condominium Ownership and the By-Laws for the WILLOW CREEK CONDOMINIUM NO. 3 which Declaration and By laws were recorded on August 29, 1972 as Document No. 2644918 in the Office of the Registrar of Torrens Titles of Cook County, Illinois against the property (hereafter "the property") legally described as follows:

LOT FIVE (5) (excepting therefrom that part thereof described as follows: -Beginning at the Northwest corner of said Lot 5; thence Southeasterly along the North line of Lot 5 for a distance of 106.62 feet to a corner in the North line of Lot 5; thence East along the North line of Lot 5 for a distance of 63.93 feet; thence Southwesterly along a line that forms an angle of 100 degrees 30 minutes 24 seconds to the right with a prolongation of the last described course for a distance of 156.25 feet to a point in the Southerly line of Lot 5 that is 20.04 feet Southeasterly of a corner in the Southerly line of Lot 5 (as measured along the Southerly line of Lot 5); thence Northwesterly along the Southerly line of Lot 5 for a distance of 20.04 feet to a corner in the Southerly line of Lot 5; thence West along the South line of Lot 5 for a distance of 122 feet to a point in the West line of Lot 5; thence North along the West line of Lot 5 for a distance of 165.25 feet to the place of beginning and excepting therefrom that part thereof described as follows:-Beginning at the most Southerly corner of said Lot 5; thence North 35 degrees 34 minutes 24 seconds West along the Westerly line of Lot 5 for a distance of 172.45 feet; thence Northeasterly for a distance of 286.77 feet to a point in the Easterly line of Lot 5 that is 30 feet Northwesterly of the most Easterly corner of Lot 5, as measured along the Easterly line of said Lot 5; thence Southeasterly along the Easterly line of Lot 5 for a distance of 30 feet to the most Easterly corner of Lot 5; thence Southwesterly along the Easterly line of Lot 5 for a distance of 285.94 feet to the place of beginning and excepting also that part thereof lying within the ingress and egress easement shown on the Plat of Willow Creek Apartment addition (hereinafter described), all in Willow Creek Apartment Addition, being a resubdivision of part of Willow Creek, a Subdivision of part of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, according to Plat of said Willow Creek Apartment Addition registered in the Office of the Registrar of Titles of Cook County, Illinois, on December 28, 1970, as Document Number 2536651.

These amendments are adopted pursuant to the provisions of: (a) Section 24 of the Declaration. Said Section provides that the type of amendment to the Declaration which amends Section 21 of the Declaration, the text of which is set forth below, shall become effective upon the approval of at least seventy-five percent (75%) of all the Unit Owners of the Association; and (b) Article XII of the By-Laws. Said Article provides that the type of amendment



Will call

SCOTT LYN. 3340 Dundee Rd. Northbrook, Ill.

1703-291 1160 3700

DEPT-11 RECORD TOR  
T#6666 TRAN 7261 07/15/93 15:36:00  
#7759 # -93-550042  
\$37.00  
COOK COUNTY RECORDER

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which amends Article X of the By-Laws, the text of which is set forth below, shall become effective upon the approval of at least seventy-five percent (75%) of all the Unit Owners of the Association.

**RECITALS**

WHEREAS, by a Declaration of Condominium Ownership and By-Laws registered in the Office of the Registrar of Torrens Titles of Cook County, Illinois, the Property has been submitted to the provisions of the Illinois Condominium Property Act;

WHEREAS, the Board of Directors and the Unit Owners desire to amend the Declaration in order to provide limitations on and requirements for the rental and leasing of the Units; and

WHEREAS, the Board of Directors and the Unit Owners desire to amend the By-laws in order to provide limitations on and requirements for the keeping of animals, reptiles, households pets, livestock, fowl or poultry on the Property, including dogs and cats.

WHEREAS, the foregoing amendments to the Declaration and By-laws have been approved in writing and signed by all Board members and by Unit Owners having at least seventy-five percent (75%) of the total votes of all the Unit Owners of the Association.

This document was  
prepared by

Scott J. Linn  
Attorney at Law  
3340 Dundee Rd, Suite 2C-3  
Northbrook, IL 60062  
(708) 291-1160

93550042

9 3 5 3 0 0 1 2

NOW THEREFORE, Section 21 of the Declaration of Condominium Ownership for the WILLOW CREEK CONDOMINIUM NO. 3 is hereby amended in accordance with the text which follows. Additions in text are indicated by underline; deletions by ~~strikeout~~.

**21. SALE OR LEASE BY A UNIT OWNER - FIRST OPTION TO**

**ASSOCIATION:** Subsequent to the effective date of this amendment to Section 21 no more than six (6) units within the Association shall be subject to a lease agreement at any one time. The requirement of this amendment to Section 21 that only six (6) units shall be subject to a lease agreement at any one time, shall not apply to: (i) lease agreements entered into between a unit owner and such owner's spouse, children, parents, brothers, sisters, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. Lease agreements between such individuals and a unit owner shall still be permitted even if at the time such lease agreements are entered into, there already exists six (6) units within the Association which are already subject to lease agreements; (ii) any mortgagee that becomes a unit owner by purchasing a unit at a sale held pursuant to proceedings to foreclose its mortgage, by obtaining a judgment by common law strict foreclosure, by taking a deed to the unit in lieu of foreclosure or otherwise by taking possession of the unit pursuant to a court order under the Illinois Mortgage Foreclosure Law; and (iii) the Association where the Association has obtained possession of a unit pursuant to an action brought by the Association to foreclose a lien against the unit for the owner's failure to pay common expenses, or where the Association has obtained possession of a unit pursuant to a Forcible Entry and Detainer action brought by the Association in the manner prescribed by the provisions of Article IX of the Illinois Code of Civil Procedure. The aforementioned mortgagees and the Association shall still be permitted to enter into a lease agreement involving a unit even if at the time such lease agreement is entered into there already exists six (6) units within the Association which are subject to lease agreements.

To meet special situations and to avoid undue hardship or practical difficulties, the Board may grant to any unit owner, the permission to lease or rent that owner's unit to a specified lessee for a period of time not to exceed twelve (12) consecutive months, and on such other terms and conditions as the Board may establish, even if at the time the Board grants such permission to lease or rent such owner's unit, there already exists six (6) units within the Association which are subject to lease agreements. In order to prevent transiency and to preserve the residential character of the Association, any unit owner who is permitted to lease a unit under the provisions of this amendment to Section 21 shall not: (i) lease less than the entire unit; (ii) lease a unit for other than housing or residential

93550042

purposes; or (iii) lease a unit for a period of time which is less than twelve (12) consecutive months, unless the unit owner is given permission to do so in writing by the Board of Directors. If any unit owner ~~other than the Developer who is permitted to lease a unit under the provisions of this amendment to Section 21~~ shall desire at any time to sell or lease his unit, (which unit, together with his respective percentage of ownership interest in the Common Elements, is hereto sometimes referred to as "Unit Ownership"), he shall first give the Association at least thirty (30) days prior written notice of the proposed sale or lease, which notice shall state the name and address and financial and character references of the proposed purchaser or lessee and the terms of the proposed sale or lease. The Association shall have the right of first option with respect to any sale or lease by any unit owner as provided herein. During the period of thirty (30) days following the receipt by the Association of such written notice, the Association shall have the first right at its option to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in such notice.

...

This completes the text of the amendment. The remaining provisions of the Declaration shall continue in effect without change.

93550042

NOW THEREFORE, Article X of the By-laws portion of the Declaration of Condominium Ownership for the WILLOW CREEK CONDOMINIUM NO. 3 is hereby amended by adding Section 5 in accordance with the text which follows. Additions in text are indicated by underline; deletions by ~~strikeout~~.

**Section 5.** No animals, reptiles, household pets, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in or on the Common Elements subsequent to the effective date of this amendment, except that subsequent to the effective date of this amendment, any dog, cat or household pet that is already being kept in a Unit by a Unit owner or resident may still be kept in a Unit for as long as such dog, cat or household pet remains alive and/or remains the property of the Unit Owner or resident. However, subsequent to the effective date of this amendment, once a dog, cat or household pet dies or no longer remains the property of the Unit Owner or resident, such dog, cat, or household pet shall not be replaced by the Unit Owner or resident. Any dogs, cats or household pets that may be kept in a Unit as provided for in this Section, cannot be raised, kept, bred or maintained for any commercial purpose and are subject at all times to any rules and regulations of the Association. Any dog, cat or household pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon appropriate legal action initiated by the Board of Directors, including an action at law or in equity.

This completes the text of the amendment. The remaining provisions of the By-laws shall continue in effect without change.

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STATE OF ILLINOIS)  
COUNTY OF COOK )

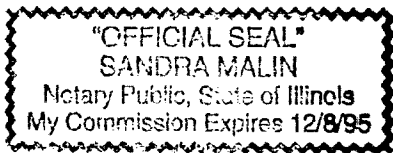
I, NANCY DALLIA, as President of the WILLOW CREEK CONDOMINIUM NO. 3 states that the foregoing amendments to the Declaration, copies of each as contained in the document, were approved in writing, by unit owners having at least Seventy-five percent (75%) in the aggregate of the total votes of the Association. The names and signatures of those unit owners who voted on the amendments to the Declaration are a part of and can be found in the books and records of the Association.

By: Nancy Dalia  
Nancy Dalia, President of the  
Willow Creek Condominium No. 3

Attested to: Alice Prom  
Alice Prom, Secretary of  
the Willow Creek  
Condominium No. 3

SUBSCRIBED and SWORN  
to before me this 14<sup>th</sup> day  
of July, 1993.

Sandra Malin  
NOTARY PUBLIC



93550042

STATE OF ILLINOIS)  
COUNTY OF COOK )

We, the undersigned, are all members of the Board of Managers of the Willow Creek Condominium No. 3 established by the aforesaid Declaration of Condominium Ownership, and by our signatures below, we hereby confirm our consent to the adoption of the foregoing amendments as listed, to the Declaration of the Association. In witness whereof we have set our hands and seals this 5<sup>th</sup> day of July 1993.

James R. Nelson  
Robert J. Dylaster  
Robert W. Burt  
Nancy D. Dacin

Karen Medinger  
Marilyn A. Burley  
Guth C. Schuetz  
Alice L. Prom  
Helen A. Cammels

Being all the members of the Board of Managers of the Willow Creek Condominium No. 3.

I, ALICE PROM state that I am the Secretary of the Board of Managers of the Willow Creek Condominium No. 3 established by the aforesaid Declaration of Condominium Ownership, that all of the foregoing are true and correct signatures of all the members of the Board of Managers of the Association, that the members of the Board of Managers are personally known to me and that they signed this instrument as their free and voluntary act for the uses and purposes herein set forth.

BY: Alice Prom  
Alice Prom, Secretary

(Corporate Seal)

93550042

PERMANENT TAX INDEX NUMBERS  
FOR WILLOW CREEK CONDOMINIUM  
NO.3

02-24-105-015-1001	02-24-105-015-1049
02-24-105-015-1002	02-24-105-015-1050
02-24-105-015-1003	02-24-105-015-1051
02-24-105-015-1004	02-24-105-015-1052
02-24-105-015-1005	02-24-105-015-1053
02-24-105-015-1006	02-24-105-015-1054
02-24-105-015-1007	02-24-105-015-1055
02-24-105-015-1008	02-24-105-015-1056
02-24-105-015-1009	02-24-105-015-1057
02-24-105-015-1010	02-24-105-015-1058
02-24-105-015-1011	02-24-105-015-1059
02-24-105-015-1012	02-24-105-015-1060
02-24-105-015-1013	02-24-105-015-1061
02-24-105-015-1014	02-24-105-015-1062
02-24-105-015-1015	02-24-105-015-1063
02-24-105-015-1016	02-24-105-015-1064
02-24-105-015-1017	02-24-105-015-1065
02-24-105-015-1018	02-24-105-015-1066
02-24-105-015-1019	02-24-105-015-1067
02-24-105-015-1020	02-24-105-015-1068
02-24-105-015-1021	02-24-105-015-1069
02-24-105-015-1022	02-24-105-015-1070
02-24-105-015-1023	02-24-105-015-1071
02-24-105-015-1024	02-24-105-015-1072
02-24-105-015-1025	02-24-105-015-1073
02-24-105-015-1026	02-24-105-015-1074
02-24-105-015-1027	02-24-105-015-1075
02-24-105-015-1028	02-24-105-015-1076
02-24-105-015-1029	02-24-105-015-1077
02-24-105-015-1030	02-24-105-015-1078
02-24-105-015-1031	02-24-105-015-1079
02-24-105-015-1032	02-24-105-015-1080
02-24-105-015-1033	02-24-105-015-1081
02-24-105-015-1034	02-24-105-015-1082
02-24-105-015-1035	02-24-105-015-1083
02-24-105-015-1036	02-24-105-015-1084
02-24-105-015-1037	02-24-105-015-1085
02-24-105-015-1038	02-24-105-015-1086
02-24-105-015-1039	02-24-105-015-1087
02-24-105-015-1040	02-24-105-015-1088
02-24-105-015-1041	02-24-105-015-1089
02-24-105-015-1042	02-24-105-015-1090
02-24-105-015-1043	02-24-105-015-1091
02-24-105-015-1044	02-24-105-015-1092
02-24-105-015-1045	02-24-105-015-1093
02-24-105-015-1046	02-24-105-015-1094
02-24-105-015-1047	02-24-105-015-1095
02-24-105-015-1048	02-24-105-015-1096

This Document was  
prepared by

Scott J. Linn  
Attorney at Law  
3340 Dundee Rd, Suite 2C-3  
Northbrook, IL 60062  
(708) 291-1160

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1322/0014 21 001 Page 1 of 15

2000-02-09 11:00:05

Cook County Recorder

49.00

**SECOND AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR WILLOW CREEK  
CONDOMINIUM NO. 3 ASSOCIATION  
RECORDED IN THE OFFICE OF THE  
RECORDER OF DEEDS OF COOK  
COUNTY, ILLINOIS, AS DOCUMENT  
2644918**



00101525

WCB. 202  
FILE  
Doc's

This Amendment to Declaration made and entered into the 1<sup>st</sup> day of February, 2000, by an instrument in writing approved by seventy-five percent (75%) of the total vote of unit owners, is an amendment to that certain Declaration of Condominium Ownership for Willow Creek Condominium No. 3 Association, (hereinafter referred to as "Declaration"), recorded in the Office of the Recorder of Deeds of Cook County as Document Number 2644918.

**WITNESSETH:**

For Use By Recorder's Office Only

WHEREAS, the Declaration has submitted certain real property to the provisions of the Illinois Condominium Property Act (the "Act"), said Condominium being known as Willow Creek Condominium No. 3 Association (the "Condominium"), which Condominium is legally described in Exhibit "A" and attached hereto; and

WHEREAS, the Willow Creek Condominium No. 3 Association, (hereinafter referred to as "Association") is the assignee of the Developer's rights as set forth and described in the Declaration; and

WHEREAS, pursuant to Section 24, the Declaration may be amended upon the affirmative vote of unit owners having at least seventy-five (75%) of the total vote; and

WHEREAS, said instrument has been adopted by the Board and certified that owners having at least seventy-five (75%) of the total votes have approved such amendment; and

WHEREAS, Section 21 of the Declaration was previously amended under Document Number 9355042; and 49

WHEREAS, the Association is desirous of amending Section 21 as it currently reads.

This document prepared by and after recording to be returned to:

**MATTHEW L. MOODHE**  
Kovitz Shifrin & Waitzman  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089 — (847) 537-0500

49  
2-9-00 6 2 4



NOW THEREFORE, the Association hereby declares that the Declaration is hereby amended as follows:

**1. Section 21 of the Declaration, as amended, is deleted in its entirety and replaced with:**

A. Leasing of Units. In order to maintain high property values and keep Willow Creek No. 3 a first class condominium association, the objective of the Association is to promote and encourage unit owners to reside on the property. Therefore, the following provisions shall apply to the leasing of units:

1. No Owner may enter into any lease, sublease or other tenancy arrangement of any Unit, commencing with the effective date of this Amendment. Any attempted leasing, subleasing or other tenancy arrangement in contravention of the provisions of this paragraph shall entitle the Board to seek any and all remedies available to the Association. Occupancy of a Unit by a blood relative(s) of a Unit Owner without the Unit Owner being a resident, shall not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been executed between the parties. A blood relative is defined as a parent, child (natural or adopted), grandparent or sibling of a Unit Owner.

2. Any Unit Owners currently leasing out their Unit as of the effective date of this Amendment, may continue to lease the unit, subject to the Rules and Regulations of the Association, until the sale of the unit or for a period of five (5) years from the effective date of this Amendment, whichever occurs first. Upon the sale of the leased unit or the expiration of the five (5) year period, the lease restriction provisions of this amendment shall apply.

3. Any Unit Owner may apply for a hardship waiver of enforceability of this policy. The Unit Owner must submit a request, in writing, to the Board of Directors, requesting a hardship waiver setting forth all reasons as to why he/she is entitled to the same. The Board may grant a hardship waiver for a minimum one year period. Upon expiration of a waiver period, unit owner may request an extension of the waiver as long as it is based on the same hardship reasons as stated in the original waiver request. The Board may grant extensions of the waiver period. Failure to abide by all Rules and Regulations of the Association may result in the revocation of the hardship status. The Board's determination with regard to a hardship application shall be final.

4. In the event a tenant occupies a unit without express consent of the Board, the Association may seek to enjoin the tenant from occupying the Unit by filing an action in law or equity or by an action in forcible entry and detainer (eviction). The Board reserves the right to join the Owner in any such action. Any and all costs incurred by the Association, including but not

limited to attorneys' fees, shall be the responsibility of the Unit Owner. These costs will act as a lien upon the Owner's Unit until paid in full.

5. Any Unit being leased out in violation of this amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

6. In addition to the authority to levy fines against the Unit Owner for violation of this amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or the tenant, under 735 ILCS 5/9 of the Illinois Compiled Statutes, an action for injunctive and other equitable relief, or an action at law for damages.

7. Any action brought on behalf of the Association and/or the Board of Directors to enforce this amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

8. All unpaid charges, including fines, court costs and attorneys' fees incurred as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees, interest, attorneys fees, fines, etc. on the unpaid balance.

9. This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

10. The effective date of this amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Cook County.

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

This Amendment to Declaration is executed by an instrument in writing signed and acknowledged by the Board and certifying that the owners having at least seventy-five percent (75%) of the total votes have approved such amendment, in the exercise of the power and authority conferred upon and vested in Association, and the signatories hereby warrant that they possess full power and authority to execute this instrument.

**THIRD AMENDMENT TO DECLARATION OF  
CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS AND  
COVENANTS OF WILLOW CREEK NO. 3  
CONDOMINIUM ASSOCIATION RECORDED  
IN THE OFFICE OF THE REGISTRAR OF  
TORRENS TITLES OF COOK COUNTY,  
ILLINOIS ON AUGUST 29, 1972 AS  
DOCUMENT NO. 2644918T**

This Third Amendment to Declaration, made and entered into the 9<sup>th</sup> day of FEBRUARY, 2000 by the required majority of the Board of Managers of the Willow Creek No. 3 Condominium Association, an Illinois not-for-profit corporation, is an amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants of Willow Creek No. 3 Condominium Association recorded in the Office of the Registrar of Torrens Titles of Cook County, Illinois on August 29, 1972 as Document No. 2644918T (as amended from time to time).

For Use by Recorder's Office Only

This Third Amendment is adopted pursuant to the provisions of Section 27 of the Illinois Condominium Property Act, 765 ILCS 605 et seq. This statute provides that, where there is an omission or error in the Declaration, By-Laws or other condominium instrument, the Association may correct the error or omission by an amendment in order to conform to the provisions of the Illinois Condominium Property Act. The amendment may be adopted by a vote of two-thirds (2/3) of the members of the board of managers unless the board's action is rejected by a majority of the votes of the unit owners at a meeting of the unit owners duly called for this purpose by a written petition of the unit owners having twenty percent (20%) of the votes of the association filed within thirty days after the action of the board to approve the amendment.

**RECITALS**

WHEREAS, said Declaration and By-laws have submitted certain real property to the provisions of said documents, which are covenants running with the land, which real property is legally described in Exhibit "A" and attached hereto; and

WHEREAS, the Willow Creek No. 3 Condominium Association is an Illinois not-for-profit corporation (hereinafter referred to as "Association") and administers the property as set forth and described in the Declaration and By-Laws; and

WHEREAS, Section 11, Paragraph B of the Declaration states: "From and after the conveyance by the developer of the garage unit to the Association, the Association shall own and hold the same for the use and benefit of the residential unit owners collectively and the interests of such residential unit owners shall be deemed appurtenant to the residential units to the same extent as if the garage unit (together with the percentage of undivided ownership interest in the common elements appurtenant thereto, or part of the common elements.) All costs incurred by the Association in the operation, maintenance, repair and replacement of the garage unit and all payments which become due under the terms of the aforesaid mortgage loan shall be common expenses."

WHEREAS, the Declaration contains contradictory language concerning the parking garage, identifying and defining it as both a unit and common elements; and

WHEREAS, these errors have come to the Board's attention; and

WHEREAS, the Association desires to correct these errors under the power granted it in Section 27 of the Act; and

WHEREAS, the Board of Managers, by a two-thirds (2/3) vote of the Board, at a duly called meeting held FEBRUARY 9, 2000, approved this Third Amendment to the Declaration; and

WHEREAS, the unit owners failed to submit a written petition to the Board within thirty days of the Board's action, as required by Section 27(b)(3) of the Act.

**NOW, THEREFORE, the Association hereby declares that the Declaration be and hereby is amended as follows:**

**A. Section 1, Paragraph E of the Declaration currently reads as follows:**

"Residential unit shall mean a part of the property including one or more rooms occupying one or more floors, or a part of parts thereof, and designed and intended for independent use as a residential apartment for one family." "Garage unit" shall mean that part of the property so designated upon the Plat, hereinafter referred to, which is intended for independent use as a garage; unless a specific distinction is made between "residential units" and the "garage unit", the "unit" shall include both."

**Section 1, Paragraph E is hereby amended to read as follows:**

The first sentence of Section 1, Paragraph E shall remain the same. The second sentence, however, is amended as follows:

"Garage unit" shall mean that part of the property so designated upon the Plat, hereinafter referred to, which is intended for the use and benefit of the residential unit owners collectively. The garage unit shall be considered a part of the common elements."

**B. Exhibit B to the Declaration is hereby amended as follows:**

The Declaration shall be and hereby is amended by deletion of Exhibit B to the Declaration and replacing it with the Amended Exhibit B attached hereto and incorporated herein by reference as Exhibit B to identify the revised percentages of ownership in the common elements as a result of the correction of the error in designating the parking garage as an individual unit and not as part of the common elements.

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

This Third Amendment to Declaration is approved by the required majority of the Board of Managers in the exercise of their power and authority conferred upon and vested in the Association. The signatories hereby warrant that they possess full power and authority to execute this instrument.

This document was prepared by:  
Matthew L. Moodhe  
Kovitz Shifrin & Waitzman  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089-2073

STATE OF ILLINOIS     )  
                                      )  
COUNTY OF COOK     )

We, the undersigned are two-thirds of the members of the Board of Managers of Willow Creek No. 3 Condominium Association, established by a Declaration of Condominium Ownership. By our signatures below, we hereby consent to this Third amendment to the Declaration. In witness whereof, we have signed this document and cast our votes in favor of this amendment at a duly called meeting of the Board of Mangers held on FEBRUARY 9, 2000.

Helen A. Camwels

Angelo J. LaFayette

Patricia A. MacIvor

\_\_\_\_\_

John J. Scheitzy

\_\_\_\_\_

Sharon Zimmerman


\_\_\_\_\_

Alice L. Prom

Being the members of the Board of  
Managers of the Willow Creek No. 3  
Condominium Association

STATE OF ILLINOIS     )  
                                      ) ss.  
COUNTY OF COOK     )

I, PATRICIA MAC TAVISH, state that I am the Secretary of the Board of Managers of Willow Creek No. 3 Condominium Association, that the foregoing are true and correct signatures of at least two-thirds of the members of the Board of Managers of Willow Creek No. 3 Condominium Association, that the members of the Board of Managers are personally known to me and that they signed this instrument as their free and voluntary act on the date set forth above for the uses and purposes herein set forth.

By:   
Secretary

STATE OF ILLINOIS     )  
                                      ) ss.  
COUNTY OF COOK     )

I, PATRICIA MAC TAVISH, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Willow Creek No. 3 Condominium Association, and that a copy of the foregoing amendment was either delivered personally to each Unit Owner at the Association or was sent by regular U.S. Mail, postage prepaid, to each Unit Owner in the Association at the address of the unit or such other address as the Unit Owner has provided to the Board of Managers for purposes of mailing notices. I further state that the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Second Amendment to the Declaration.

By:   
Secretary

## EXHIBIT A

### LEGAL DESCRIPTION

Unit 426 as described in survey delineated on the Plat of Survey of the following described Parcel of real estate (hereinafter referred to as "Parcel"). Beginning at the Northwest corner of said Lot 5; thence Southeasterly along the North line of Lot 5 for a distance of 106.62 feet to a corner in the North line of Lot 5; thence East along the North line of Lot 5 for a distance of 63.93 feet; thence Southwesterly along a line that forms an angle of 100 degrees 30 minutes 24 seconds to the right with a prolongation of the last described course for a distance of 156.25 feet to a point in the Southerly line of Lot 5 that is 20.04 feet Southeasterly of a corner in the Southerly line of Lot 5 (as measured along the Southerly line of Lot 5); thence Northwesterly along the Southerly line of Lot 5 for a distance of 20.04 feet to a corner in the Southerly line of Lot 5; thence West along the South line of Lot 5 for a distance of 122 feet to a point in the West line of Lot 5; thence North along the West line of Lot 5 for a distance of 165.25 feet to the place of beginning and excepting therefrom that part thereof described as follows: \*Beginning at the Most Southerly Corner of said Lot 5, thence North 35 degrees, 34 minutes, 24 seconds West along the Westerly line of Lot 5 for a distance of 172.45 feet; thence Northeasterly for a distance of 286.77 feet to a point in the Easterly line of Lot 5 that is 30 feet Northwesterly of the most Easterly corner of Lot 5, as measured along the Easterly line of said Lot 5; thence Southeasterly along the Easterly line of Lot 5 for a distance of 30 feet to the most Easterly corner of Lot 5; thence Southwesterly along the Easterly line of Lot 5 for a distance of 285.94 feet to a point of beginning and excepting also that part thereof lying within ingress and egress easement shown on the Plat of Willow Creek Apartment Addition (all in Willow Creek Apartment Addition, being a Resubdivision of part of Willow Creek, a Subdivision of part of Section 24, Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat of said Willow Creek Apartment Addition registered in the Office of the Registrar of Titles of Cook County, Illinois on December 28, 1970 as Document Number LR2536651. Which Survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by 111 East Chestnut Corporation, filed in the Office of Registrar of Titles of Cook County, Illinois on August 29, 1972 as Document Number LR2644918 together with its undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units thereof as defined and set forth in said Declaration and survey).



**Permanent Tax Index Numbers (P.I.N.)**

<u>Unit</u>	<u>P.I.N.</u>	<u>Unit</u>	<u>P.I.N.</u>
101	02-24-105-015-1001	215	02-24-105-015-1038
102	02-24-105-015-1002	216	02-24-105-015-1039
103	02-24-105-015-1003	217	02-24-105-015-1040
104	02-24-105-015-1004	218	02-24-105-015-1041
105	02-24-105-015-1005	219	02-24-105-015-1042
106	02-24-105-015-1006	220	02-24-105-015-1043
107	02-24-105-015-1007	221	02-24-105-015-1044
108	02-24-105-015-1008	222	02-24-105-015-1045
109	02-24-105-015-1009	223	02-24-105-015-1046
110	02-24-105-015-1010	224	02-24-105-015-1047
111	02-24-105-015-1011	225	02-24-105-015-1048
112	02-24-105-015-1012		
114	02-24-105-015-1013	301	02-24-105-015-1049
115	02-24-105-015-1014	302	02-24-105-015-1050
116	02-24-105-015-1015	303	02-24-105-015-1051
117	02-24-105-015-1016	304	02-24-105-015-1052
118	02-24-105-015-1017	305	02-24-105-015-1053
119	02-24-105-015-1018	306	02-24-105-015-1054
120	02-24-105-015-1019	307	02-24-105-015-1055
121	02-24-105-015-1020	308	02-24-105-015-1056
122	02-24-105-015-1021	309	02-24-105-015-1057
123	02-24-105-015-1022	310	02-24-105-015-1058
124	02-24-105-015-1023	311	02-24-105-015-1059
125	02-24-105-015-1024	312	02-24-105-015-1060
		314	02-24-105-015-1061
201	02-24-105-015-1025	315	02-24-105-015-1062
202	02-24-105-015-1026	316	02-24-105-015-1063
203	02-24-105-015-1027	317	02-24-105-015-1064
204	02-24-105-015-1028	318	02-24-105-015-1065
205	02-24-105-015-1029	319	02-24-105-015-1066
206	02-24-105-015-1030	320	02-24-105-015-1067
207	02-24-105-015-1031	321	02-24-105-015-1068
208	02-24-105-015-1032	322	02-24-105-015-1069
209	02-24-105-015-1033	323	02-24-105-015-1070
210	02-24-105-015-1034	324	02-24-105-015-1071
211	02-24-105-015-1035	325	02-24-105-015-1072
212	02-24-105-015-1036		
214	02-24-105-015-1037		

<u>Unit</u>	<u>P.I.N.</u>
401	02-24-105-015-1073
402	02-24-105-015-1074
403	02-24-105-015-1075
404	02-24-105-015-1076
405	02-24-105-015-1077
406	02-24-105-015-1078
407	02-24-105-015-1079
408	02-24-105-015-1080
409	02-24-105-015-1081
410	02-24-105-015-1082
411	02-24-105-015-1083
412	02-24-105-015-1084
414	02-24-105-015-1085
415	02-24-105-015-1086
416	02-24-105-015-1087
417	02-24-105-015-1088
418	02-24-105-015-1089
419	02-24-105-015-1090
420	02-24-105-015-1091
422	02-24-105-015-1092
423	02-24-105-015-1093
424	02-24-105-015-1094
425	02-24-105-015-1095
426 (Garage)	02-24-105-015-1096

## EXHIBIT B

### Percentages of Ownership

<u>Unit</u>	<u>Percentage of of Ownership</u>	<u>Unit</u>	<u>Percentage of of Ownership</u>
		215	1.0034
101	0.8220	216	1.0034
102	0.9960	217	0.8442
103	0.9960	218	1.0034
104	1.0516	219	1.2737
105	1.0516	220	1.0034
106	0.9960	221	1.0811
107	1.2404	222	1.0811
108	0.8220	223	1.0034
109	0.9627	224	1.2737
110	0.9960	225	0.8442
111	0.9960		
112	1.0516	301	0.8368
114	1.0516	302	1.0109
115	0.9960	303	1.0109
116	0.9960	304	1.0886
117	0.8220	305	1.0886
118	0.9960	306	1.0109
119	1.2552	307	1.2775
120	0.9960	308	0.8368
121	1.0516	309	1.2923
122	1.0516	310	1.0109
123	0.9960	311	1.0109
124	1.2552	312	1.0886
125	0.8368	314	1.0886
		315	1.0109
201	0.8295	316	1.0109
202	1.0034	317	0.8516
203	1.0034	318	1.0109
204	1.0811	319	1.2923
205	1.0811	320	1.0109
206	1.0034	321	1.0886
207	1.2590	322	1.0886
208	0.8295	323	1.0109
209	1.2737	324	1.2923
210	1.0034	325	0.8516
211	1.0034		
212	1.0811		
214	1.0811		

<u>Unit</u>	<u>Percentage of of Ownership</u>
401	0.8442
402	1.0183
403	1.0183
404	1.0960
405	1.0960
406	1.0183
407	1.2960
408	0.8442
409	1.3108
410	1.0183
411	1.0183
412	1.0960
414	1.0960
415	1.0183
416	1.0183
417	0.8590
418	1.0183
419	1.3108
420	1.0183
421	1.0960
422	1.0960
423	1.0183
424	1.3108
425	0.8590
426 (Garage)	0.0000
Total	100.00

IN WITNESS WHEREOF, Willow Creek Condominium No. 3 Association, has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents by its President and attested by its Secretary this 15<sup>th</sup> day of FEBRUARY, 19 2000.

WILLOW CREEK CONDOMINIUM NO. 3  
ASSOCIATION

By: Helen A. Camwell  
Its President

ATTEST:

By: Patricia A. Free Jarvis  
Its Secretary

**EXHIBIT A****LEGAL DESCRIPTION**

Unit 426 as described in survey delineated on the Plat of Survey of the following described Parcel of real estate (hereinafter referred to as "Parcel"). Beginning at the Northwest corner of said Lot 5; thence Southeasterly along the North line of Lot 5 for a distance of 106.62 feet to a corner in the North line of Lot 5; thence East along the North line of Lot 5 for a distance of 63.93 feet; thence Southwesterly along a line that forms an angle of 100 degrees 30 minutes 24 seconds to the right with a prolongation of the last described course for a distance of 156.25 feet to a point in the Southerly line of Lot 5 that is 20.04 feet Southeasterly of a corner in the Southerly line of Lot 5 (as measured along the Southerly line of Lot 5); thence Northwesterly along the Southerly line of Lot 5 for a distance of 20.04 feet to a corner in the Southerly line of Lot 5; thence West along the South line of Lot 5 for a distance of 122 feet to a point in the West line of Lot 5; thence North along the West line of Lot 5 for a distance of 165.25 feet to the place of beginning and excepting therefrom that part thereof described as follows: \*Beginning at the Most Southerly Corner of said Lot 5, thence North 35 degrees, 34 minutes, 24 seconds West along the Westerly line of Lot 5 for a distance of 172.45 feet; thence Northeasterly for a distance of 286.77 feet to a point in the Easterly line of Lot 5 that is 30 feet Northwesterly of the most Easterly corner of Lot 5, as measured along the Easterly line of said Lot 5; thence Southeasterly along the Easterly line of Lot 5 for a distance of 30 feet to the most Easterly corner of Lot 5; thence Southwesterly along the Easterly line of Lot 5 for a distance of 285.94 feet to a point of beginning and excepting also that part thereof lying within ingress and egress easement shown on the Plat of Willow Creek Apartment Addition (all in Willow Creek Apartment Addition, being a Resubdivision of part of Willow Creek, a Subdivision of part of Section 24, Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat of said Willow Creek Apartment Addition registered in the Office of the Registrar of Titles of Cook County, Illinois on December 28, 1970 as Document Number LR2536651. Which Survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by 111 East Chestnut Corporation, filed in the Office of Registrar of Titles of Cook County, Illinois on August 29, 1972 as Document Number LR2644918 together with its undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units thereof as defined and set forth in said Declaration and survey).

Unit	P.I.N.	Unit	P.I.N.
101	02-24-105-015-1001	216	02-24-105-015-1039
102	02-24-105-015-1002	217	02-24-105-015-1040
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110	02-24-105-015-1010	225	02-24-105-015-1048
111	02-24-105-015-1011		
112	02-24-105-015-1012	301	02-24-105-015-1049
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209	02-24-105-015-1033	324	02-24-105-015-1071
210	02-24-105-015-1034	325	02-24-105-015-1072
211	02-24-105-015-1035		
212	02-24-105-015-1036		
214	02-24-105-015-1037		
215	02-24-105-015-1038		

<u>Unit</u>	<u>P.I.N.</u>
401	02-24-105-015-1073
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403	02-24-105-015-1075
404	02-24-105-015-1076
405	02-24-105-015-1077
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414	02-24-105-015-1085
415	02-24-105-015-1086
416	02-24-105-015-1087
417	02-24-105-015-1088
418	02-24-105-015-1089
419	02-24-105-015-1090
420	02-24-105-015-1091
421 <del>422</del>	02-24-105-015-1092
422 <del>423</del>	02-24-105-015-1093
423 <del>424</del>	02-24-105-015-1094
424 <del>425</del>	02-24-105-015-1095
425 <del>426</del> (Garage)	02-24-105-015-1096
426 <i>page</i>	02 24 105 015 1097



STATE OF ILLINOIS       )  
                                   )  
 COUNTY OF COOK        )       ss.

**EXHIBIT B**  
**CERTIFICATION AS TO BOARD APPROVAL**

I, PATRICIA A. MAC TAVISH, state that I am the Secretary of the Board of Directors of the Willow Creek Condominium No. 3 Association, and as such Secretary, am the keeper of the books and records of the Association.

I further certify that the foregoing Amendment to the Declaration of Condominium Ownership of the Willow Creek Condominium No. 3 Association was duly adopted and approved by the Board of Directors of the Association at a meeting held on the 8<sup>th</sup> day of September, 1999.

By: Patricia A. MacTavish  
 Secretary

Dated at Palatine, Illinois, this  
1<sup>st</sup> day of February, 2000.

**EXHIBIT C**  
**CERTIFICATION AS TO UNIT OWNER APPROVAL**

I, PATRICIA A. MAC TAVISH, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of Willow Creek Condominium No.3 Association and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration of Condominium Ownership of the Willow Creek Condominium No. 3 Association, was duly adopted by owners having at least seventy-five (75%) of the vote and the official ballots/petitions approving said Amendment are attached hereto and incorporated herein as part of said Amendment.

By: Patricia A. MacTavish  
Secretary

Date: FEBRUARY 1, 2000

**PETITION TO APPROVE AMENDING THE DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR THE WILLOW CREEK CONDOMINIUM NO. 3 ASSOCIATION**

We, the undersigned, do hereby approve the amendment to the Declaration of Condominium Ownership for the Willow Creek Condominium No. 3 Association, as attached hereto.

NAME (SIGNATURE)	ADDRESS
Richard E. Burns	APT 114
Jack M. Moring	APT 111
J. Biegl	" 123
Bob Puts	" 122
Luella Rohrer	" 121
Jennifer Brisaffi	" 120
Dorothy Evans	" 103
Vern Lerner	" 106
Jane Ulrich Hoppe	Unit 108
Linda Korb	Unit 105

**PETITION TO APPROVE AMENDING THE DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR THE WILLOW CREEK CONDOMINIUM NO. 3 ASSOCIATION**

We, the undersigned, do hereby approve the amendment to the Declaration of Condominium Ownership for the Willow Creek Condominium No. 3 Association, as attached hereto.

NAME (SIGNATURE)	ADDRESS
<i>Deeeta Dehelm</i>	<i>909 E Kenilworth #311</i>
<i>Ruth Erdemberger</i>	<i>909 E Kenilworth #415</i>
<i>James White</i>	<i>909 E Kenilworth #104</i>
<i>[Signature]</i>	<i>909 E Kenilworth #407</i>
<i>Marjorie Reynolds</i>	<i>909 E Kenilworth #119</i>
<i>Shara Zimmerman</i>	<i>909 E Kenilworth #107</i>
<i>Glen Pritts</i>	<i>909 E Kenilworth 122</i>
<i>Muriel M. Kort</i>	<i>909 E Kenilworth 224</i>
<i>Ora Courington</i>	<i>909 Kenilworth 212</i>
<i>John Schütz</i>	<i>909 Kenilworth 220</i>
<i>Barbara R. Day</i>	<i>909 Kenilworth 424</i>
<i>Walter Hauer</i>	<i>909 E Kenilworth - 416</i>
<i>Harri Carson</i>	<i>909 E Kenilworth #209</i>
<i>Douglas K. Murphy</i>	<i>909 E Kenilworth #204</i>

**PETITION TO APPROVE AMENDING THE DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR THE WILLOW CREEK CONDOMINIUM NO. 3 ASSOCIATION**

We, the undersigned, do hereby approve the amendment to the Declaration of Condominium Ownership for the Willow Creek Condominium No. 3 Association, as attached hereto.

NAME (SIGNATURE)	ADDRESS
Valerie A. Kriva	909 Kenilworth # 312.
Sarah K. Kato	909 #417
Alice Piron	#321
Dolores Olsen	201
Nancy McMurtry	118
Angie LaFoggia	406
Mark Selby	<del>302</del> 302
Joyce Polk	115
Louise Mire	116
Harro Frank	319
Joyce Davis	320
James R. Nolan	214
Helen A. Camwells	421
Patricia A. Kachinski	318



**PETITION TO APPROVE AMENDING THE DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR THE WILLOW CREEK CONDOMINIUM NO. 3 ASSOCIATION**

We, the undersigned, do hereby approve the amendment to the Declaration of Condominium Ownership for the Willow Creek Condominium No. 3 Association, as attached hereto.

NAME (SIGNATURE)	ADDRESS
Karen Sundstrom	221
Henrietta Nelligan	219
Shirley H. H.	225
Donald L. Hennan	218
John W. Deane	202
Emory T. Hore	206
H. R. J.	211
Ray J. J.	223
Terrie Cooke	217
Henry P. Canine	216
Arthur P. Wallin	215
Charlotte Shicotte	205
Erin M. M.	207

PETITION TO APPROVE AMENDING THE DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR THE WILLOW CREEK CONDOMINIUM NO. 3 ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration of Condominium Ownership for the Willow Creek Condominium No. 3 Association, as attached hereto.

NAME (SIGNATURE)	ADDRESS
Locadia Loigt	#405-
Roger W. J. J.	#411
Betty Lagerholm	#412
Edna Duke	#414
James H. Kautberg	#402
Gray Andersson	#403
Nancy Melinger	#409
Mike Calhoun	#420
Eleanor J. J.	#423
Nancy Marx	#404
Barbara La Page	#415
James D. D.	#408
Theresa Arthur	#102
Paula D.	#401



## **Architectural Standards/Control**

The Association's Board of Directors is charged with the responsibility of maintaining the aesthetic integrity of Willow Creek #3. If you are considering making any changes outside of your unit that would affect the appearance of your unit or the common grounds, permission for such changes must be secured from the Board before work can begin. Board approval must also be obtained for interior modifications of significant proportion to ensure that the structural integrity of the building will not be compromised.

To request permission for architectural improvements, fill out an Architectural Request Form, attach any pertinent information, and return it to the Management Company for Board review. You will be notified in writing of the Board's decision.

Guidelines for improvements include, but are not limited to, the following:

1. No exterior modification to a patio or balcony or surroundings thereof (i.e., landscaping) may be made until the plans and specifications showing the nature, type, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design in relation to surrounding structures and topography by the Board of Directors of the Association.
2. No alterations may be made to the interior of unit, which will jeopardize the structural integrity of the building.
3. No patio door may be installed without prior written permission from the Board of Directors.
4. Once permission has been given for any exterior change or alteration, the Unit Owner and all future Unit Owners, and not the Association, will be responsible for the maintenance of the alteration.
5. All exterior improvements must be maintained in good repair by the Unit Owner. If improvements are not maintained to the Board's satisfaction, the Board may maintain said improvements and assess the Unit Owner for the cost to maintain.
6. Any damage realized to the common elements during construction will be repaired at Homeowner's expense.

## **Patios**

Homeowners wishing to extend their patios will be subject to following specifications:

1. Patio modifications/extensions must be such that they can be easily removed at the Board's discretion.
2. Patio cannot exceed 13 ft in length (corner units) and 13 length (interior units) and/or 10 ft. width.
3. The following are board-approved materials/colors for patio modifications/extensions:

#### Patios:

- Material: Concrete, brick pavers, concrete pavers
- Concrete Color: Natural. No pigmented and/or stained concrete colors will be considered acceptable.
- Brick/Concrete Paver Colors: Patio color selections should be earth-tone blends of the above indicated colors rather than solid colors. All applicants will have to submit color samples to the Board for approval.

#### Decks:

- Framing Material: Pressure treated and/or wolmanized
  - Decking Material: Redwood, western red cedar, solid composites
4. Patios will not be attached to the building or foundation.
  5. All fasteners, anchors, nails, and/or screws must be galvanized.
  6. Decking must be one of the followed: 5/4 decking, 2 x 4 and/or 2 x 6.
  7. Black plastic and gravel (#6 stone) must be placed under deck, with a gravel depth of 2-3 inches.
  8. Sealer is permitted in light tints only. A color sample must be provided to the Board of Directors for approval.
  9. Patio must leave adequate mowing access between patio and other structures.
  10. Decks must have galvanized screening and/or mesh (maximum mesh size 1" x 1") attached to bottom wood framing and secured below gravel to prevent animal access.
  11. Lattice and/or trellis screens, benches, and railings will not be considered acceptable attachments to decks.
  12. In the case of double patios, both units must extend their patios.
  13. Board approval is required for carpet replacement on patios.
  14. No alterations will be permitted on balconies.

#### **Floor Coverings**

Any of the following will meet the standards for installation of floor coverings in individual Units:

1. Carpeting with an underlayment of 31 -ounce combination padding or 3/8" foam padding or 80-ounce foam rubber padding; or,
2. Parquet flooring with an underlayment of 3/4" plywood that is set with a minimum of 1/8" mastic **on** both the top and bottom surface; or,
3. Marble flooring with an underlayment of 1/2" Noise Stop Board by Owens-Coming Co. (or an equivalent product) covered with a layer of 1/8" Masonite-type hard surface board; or,

4. Tile or vinyl floor covering to be backed with a sponge, cork, or felt backing which creates a sound transmission factor no greater than a carpet with a 31-ounce combination padding; or,
5. Such other floor covering which provides an equivalent or better insulation from sound transmission as any of the above and which has been approved by the Board of Directors, in writing, prior to installation.

### **Landscaping**

Landscaping around your patio is subject to the following guidelines:

1. All plant material (i.e., shrubs, ground cover, perennial flowers) should be selected from the appropriate hardiness zone. Palatine is generally considered to fall within hardiness zone 4.
2. Maintenance and security dictates that all plant material be selected based upon the plant material not exceeding 4 feet in height at maturity. Units adjacent to driveways and parking may request an exception.
3. Miscellaneous landscaping items that are not considered acceptable are: steel, aluminum, pre-cast concrete and/or plastic edging, decorative gravel mulch (i.e., white marble chips, volcanic rock), decorative retaining walls and planters (i.e., timber and/or pre-cast concrete block).

### **Miscellaneous**

All structural changes in units must have written approval of the Board. This includes, but is not limited to, changes in electrical and plumbing systems. Approval of proposed changes does not relieve the homeowner of responsibility if there is damage to the common elements or any other units. **Installation of washers and dryers in units is strictly prohibited.**