

**WELLINGTON PARK in Palatine
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made this 2 day of March, 1994 by LASALLE NATIONAL TRUST, N.A., as TRUSTEE and not personally under trust agreement dated JULY 14, 1993 and known as TRUST NO. 118106 (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner or has an interest in certain Property in the County of Cook, State of Illinois, which is more particularly described in Exhibit "A" attached hereto and incorporated herein;

AND

WHEREAS, the said Property shall be conveyed, by Declarant, subject to certain protective easements, restrictions, covenants, conditions, reservations, liens and charges as hereinafter set forth.

NOW THEREFORE, the Declarant hereby declares that all of the Property described in said Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, liens and charges which are for the purpose of protecting the value and desirability of the property, and which shall run with the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE ONE
DEFINITIONS**

SECTION 1: "ASSOCIATION" shall mean and refer to WELLINGTON PARK HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation, its successors and assigns.

SECTION 2: "OWNER" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Parcel which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3: "PROPERTY" shall mean and refer to that certain real property hereinbefore described on Exhibit "A".

SECTION 4: "COMMON AREA" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of first Lot is described as follows:

Lots 14, 15 and 16 and Outlots 17 and 18 in WELLINGTON PARK, Palatine, Illinois, being a Subdivision in the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 5: "PARCEL" or "LOT" for the purposes of this Declaration shall mean and refer to any plot of land shown upon any Plat of Subdivision or Survey of the Property (with the exception of the Common Area) and upon which one individual townhouse dwelling unit is constructed or is to be constructed.

SECTION 6: "MEMBER" shall mean and refer to every person or entity who holds a membership in the Association.

SECTION 7: "DECLARANT" shall mean and refer to **LASALLE NATIONAL TRUST, N.A.** not personally but as Trustee, under Trust Agreement dated **JULY 14, 1993** and known as **TRUST NUMBER 118106**, its successors and assigns if such successors and assigns should acquire more than one undeveloped Parcel from the Declarant for the purpose of development.

SECTION 8: "PLAT OF SUBDIVISION" shall mean the plat of the Property, or any part thereof, recorded with the Recorder of Deeds of Cook County, Illinois on **October 1, 1993** as Document Number **93-786629** and any corrective plats which may be recorded subsequent thereto.

SECTION 9: "VILLAGE OF PALATINE", Cook County, Illinois shall mean the municipal authority under whose ordinances the "Wellington Park " subdivision is and will be permitted to be developed.

ARTICLE TWO MEMBERSHIP IN THE ASSOCIATION

SECTION 1. MEMBERSHIP: Every person or entity, including the Declarant, who is a record Owner of a fee or an undivided fee interest in any Parcel which is subject to this WELLINGTON PARK DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, including contract sellers, shall be a member of the Association and each purchaser of any Parcel by acceptance of a deed therefore covenants and agrees to be a member of the Association whether or not it shall be so expressed in any deed or other conveyance. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. For each Parcel Owner, the Owner thereof shall be entitled to one (1) membership. Membership shall be appurtenant to and may not be separated from the fee ownership of any Parcel. Ownership of such Parcel shall be the sole qualification for membership. For the purpose of this Declaration, the word "member" shall include any beneficiary of a trust holding legal title to one or more Parcels.

SECTION 2. TRANSFER: Membership held by any Owner of a Parcel is an appurtenance to such Parcel and shall not be transferred, alienated, or pledged in any way, except upon the sale or encumbrance of such Parcel, and then only to the Purchaser of such Parcel. Any attempt to make a transfer except by the sale or encumbrance of a Parcel is void. Reference to the transfer of membership need not be made in an instrument of conveyance or encumbrance of such Parcel for the transfer to be effective, and the same shall automatically pass with title to the Parcel.

ARTICLE THREE VOTING RIGHTS IN THE ASSOCIATION

The association shall have two (2) classes of voting membership:

CLASS A: Class A Members shall be all those Owners as defined in Article Three with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Parcel in which they hold the interest required for membership in Article Two. When more than one person holds such interest in any Parcel, all such persons shall be Members and the vote for such Parcel shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Parcel.

CLASS B: The Class B Member shall be the Declarant. The Class B Member (or its beneficiary in the case where Declarant is a land trust) shall be entitled to three (3) votes for each Parcel in which it holds the interest required for membership by Article Two, provided that the Class B membership shall cease and be converted to a Class A membership on the Happening of any of the following events, whichever occurs earliest:

- (A) Five (5) years from the date of this Declaration of Covenants, Conditions and Restrictions,
- (B) 120 days after which seventy-five percent (75%) of the Parcels which have been submitted to this Declaration shall have been conveyed by Declaration to Owners,

- (C) The date on which the Declarant voluntarily withdraws as the Class B Member by executing and registering with the Recorder of Deeds of Cook County, Illinois, a written declaration of intent to withdraw which shall become effective in the manner specified in such declaration of intent.

Anything contained in the Articles of Incorporation or the By-Laws of the Association notwithstanding, so long as Declarant is a Class B Member, it shall have the absolute right to appoint and remove any member of the Board of Directors and/or Officers of the Association.

ARTICLE FOUR PROPERTY RIGHTS

SECTION 1. MEMBER'S EASEMENTS OF ENJOYMENT: Every Member shall have a right and easement for ingress and egress over and across and of use and enjoyment in and to the Common Area and such easements shall be appurtenant to and shall pass with the title of every Parcel. Reference in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said Parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents. Each deed shall specifically make reference to the easements and covenants herein described. Said right of easement for ingress and egress over and across and of enjoyment in and to the Common Area shall be subject to the following provisions:

- (A) The right of the Association, in accordance with Articles and By-Laws, to borrow money for the purposes of improving or reconstructing the Common Area facilities thereof and in aid thereof to mortgage said Common Area (or a portion thereof).
- (B) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against his Parcel remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association provided that any suspension of such voting rights, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By-Laws of the Association.
- (C) The right of the Association to declare or grant easements and licenses (subject to the reservation by Declarant as set forth in Article 8, Section 3 hereof) and to dedicate or transfer all or any part of the Common Area to any public agency, authority, or public or private utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been recorded, signed by the Association and authorized by the assent of at least sixty-seven percent (67%) or more of the votes of each class of Members present in person or by proxy and entitled to vote at a meeting duly called for this purpose at which a quorum is present, written notice of which is mailed to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting, setting forth the purpose of the meeting.
- (D) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area.
- (E) The right of Declarant (its beneficiaries if Declarant is a land trust), and its designees of the developers of other tracts within the area described on Exhibit "A" (and their respective sales agents and representatives) to (1) non-exclusive use of the Common Area in connection with the sale or rental of residential units within such tracts; and (2) the use of any improved townhouse on any of the Lots as a model or sales office until the last such Parcel in the Property is improved with a townhouse and conveyed to a third party purchaser and (3) the right to maintain signs on the property or any portion of the common area until the last townhouse is conveyed to a third party purchaser.
- (F) Such other rights as are reserved or created by this Declaration.

SECTION 2. DELEGATION OF USE: Any Member may delegate in accordance with the By-Laws of the Association, his right of enjoyment of the Common Area to the members of his family, his tenants or contract purchasers who reside on the property.

SECTION 3. TITLE TO THE COMMON AREA: The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association free and clear of all encumbrances and liens, immediately after the conveyance by Declarant of the Parcel improved with a townhouse dwelling to an Owner which represents 75% of the Parcels in the Property subject to:

- (A) Covenants, Conditions and Restrictions then of record;
- (B) The terms of this Declaration;
- (C) Public Zoning Ordinances;
- (D) Current real estate taxes, not yet due and payable (for which Declarant shall pay or make arrangements to pay its pro-rata share);
- (E) Utility easements granted for sewer, water, gas, electricity, telephone and any other necessary utilities.

SECTION 4. WAIVER OF USE: No member may exempt himself from personal liability for assessments duly levied by the Association nor release the Parcel owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area or by abandonment of his Parcel.

ARTICLE FIVE COVENANTS FOR ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The Declaration (subject to the provisions set forth in Sections Seven and Eight of this Article Five) for each Parcel owned within the Property, hereby covenants, and each Owner of any Parcel by acceptance of a deed therefor or possession thereof, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to personally and individually covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon, attorney's fees and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment (and deficiency contributions, in the case of Declarant), together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the Owner of such Parcel at the time when the assessment falls due. The personal obligation shall pass to his successors in title accepting a deed to or assignment of beneficial interest in any trust holding title to said Parcel.

SECTION 2. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and enjoyment of its Members, and in this connection, for the maintenance and improvement of the Common Area and facilities thereon and to provide funds for the Association to carry on its duties set forth herein or in its Articles of Incorporation and By-Laws.

SECTION 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS: Until January 1st of the year immediately following the year of conveyance of the first Parcel to an Owner, the maximum annual assessment shall be \$1,200.00 per Parcel (and if collected monthly, at the rate of \$100.00 per month).

- (A) From and after January 1st of the year immediately following the conveyance of the first Parcel to an Owner, the maximum annual assessment may be increased effective January 1st of each year

by the Board of Directors of the Association (at any meeting of the Board of Directors duly convened at least thirty (30) days prior to said January effective date) without a vote of the membership provided that any such increase shall not be a greater percentage increase over the maximum annual assessment permitted for the year immediately preceding than the higher of (i) fifteen percent (15%) or (ii) the percentage increase in the Consumer Price Index for Urban Wage Earners, City of Chicago, Illinois, published by the United States Department of Labor (or a successor or substitute index so adjusted) from January 1 of the preceding year to January 1 of the year of the adjustment.

- (B) From and after January 1st of the year immediately following the conveyance of the first Parcel to an Owner, the maximum annual assessment may be increased for any year by the board of Directors of the Association at any time, over the maximum annual assessment permitted in Subsection 3(A), without the vote of the membership if the same is necessary to pay the cost of any increases in real estate taxes for the Common Area over the prior year.
- (C) From and after January 1st of the year immediately following the conveyance of the first Parcel to an Owner, the maximum annual assessment may be increased for the coming assessment year only or for all succeeding assessment years effective January 1st of each year by the Board of Directors at any meeting of the Board of Directors (duly convened at least thirty (30) days prior to said January 1st effective date) in an amount greater than provided in Subsection (A) or (B) hereof for the coming assessment year provided that any such change shall have the assent of the majority of the votes of each class of Members voting in person or by proxy, at a meeting duly called for such purpose, at which a quorum is present, written notice of which will be sent to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting, setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (D) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix regular annual assessments in lesser amounts than the maximum annual assessments, but such action shall not limit or prohibit the Board from fixing assessments for any year(s) following on the basis of increases in the maximum annual assessment permitted hereunder rather than the actual assessments so fixed.

SECTION 4. REASONABLE RESERVES: The Association shall establish and maintain from the annual assessments collected hereunder reasonable reserves for the costs of the maintenance, repair and replacement of the Common Areas which are the obligation of the Association hereunder, subject to the provisions of Article Ten, Section 1.

SECTION 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that and succeeding years for the purpose of defraying in full or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least sixty-seven percent (67%) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, at which a quorum is present, written notice of which shall be sent to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting. Unless the special assessment specifies that it shall be applicable to a specified number of years, it shall be applicable only to the year enacted.

SECTION 6. UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all Parcels, and may be collected on a monthly basis or such other basis as set by the Board of Directors.

SECTION 7. ASSESSMENTS FOR PARCELS OWNED BY DECLARANT: Notwithstanding the foregoing provisions, the annual assessments and the special assessments for any Parcels while owned by Declarant and improved with a completed townhouse, but unoccupied by any tenant of Declarant shall be limited to twenty-five percent (25%) of the amounts fixed with respect to Lots owned by Owners other than Declarant. Prior to the completion of a townhouse on any Parcel, such Parcel shall be exempt from assessments.

SECTION 8. DEFICIENCY CONTRIBUTIONS: For every calendar year during which Declarant remains a Class B Member of the Association, Declarant shall contribute to the Association all funds in excess of the budgeted assessments which shall be necessary to defray the costs properly paid or incurred by it for the purposes for which annual assessments may be collected, all without limitation to the maximum amounts provided under Section 3. Declarant's contribution for the calendar year during which Declarant's Class B Membership terminates shall be prorated to the date of such termination.

For purposes hereof, the establishment of reserves pursuant to Section 4 of this Article Six does not constitute the payment or incurring of costs by the Association and Declarant's deficiency contribution shall not be required to be applied to the establishment of reserves.

SECTION 9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE DATES: The annual assessments provided for hereon shall commence for any Parcel within the Property on the day of the conveyance of the first Parcel in the Property or such phase and shall be prorated for the month of said conveyance. The Board of Directors shall fix the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of the annual assessment shall be sent to every Owner subject thereto.

The due date when said annual assessments are due and payable shall be established by the Board of Directors.

SECTION 10. CERTIFICATE OF PAYMENT: The Association shall, upon demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified Parcel have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Said certificates shall be conclusive evidence that any assessment therein stated to have been paid has in fact been paid. No charge shall be made for issuing from time to time said certificates to the Declarant on Parcels then owned by Declarant.

SECTION 11. WORKING CAPITAL RESERVE: The Declarant, at the time of conveyance of each individual Parcel to an Owner, reserves the right to collect as a working capital reserve for the Association, an amount equal to two times the regular monthly assessment then in existence at the time of conveyance. Said reserve shall remain the property of the Association and shall not be refunded to an Owner upon sale of his townhouse unit. Said payment may be transferred between Owners.

ARTICLE SIX EFFECT OF NON-PAYMENT OF ASSESSMENTS REMEDIES OF ASSOCIATION

SECTION 1. DELINQUENCY: Any assessment provided for in this Declaration which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association and applied uniformly but not less than \$15.00. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessments shall bear interest from the date of delinquency at the highest rate permitted by Illinois law, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien (provided for in Section 1 of Article Six

hereof) against the Parcel, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing a Complaint and such action and reasonable attorney's fees, and in the event a judgment is obtained, such judgment shall include interest together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner for the collection of such delinquent assessments.

SECTION 2. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or trust deed. Sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to the foreclosure of a mortgage or trust deed or any proceeding or deed in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE SEVEN PARTY WALLS

SECTION 1. GENERAL RULES OF LAW TO APPLY: Each wall which is built as part of the original construction of the townhouses and/or garage units in the subdivision and placed on the dividing line or adjacent to or near the dividing line (provided same serves two or more units) between the units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

SECTION 2. SHARING OF REPAIR AND MAINTENANCE: The cost of reasonable repair and maintenance of a party wall or walls shall be shared equally by the Owners who make use of the wall or walls.

SECTION 3. ENCROACHMENTS AND OVERHANGS: Since some of the individual townhouses in a building may be aesthetically and functionally designed with structures that encroach and/or overhang (above, beneath, and/or grade level) adjoining Parcels, the Owners of each Parcel hereby take title subject to a perpetual easement for any such overhang and/or encroachment, which easement shall include the reasonable right of access thereto for inspection, maintenance, repair and/or replacement of all or a portion thereof. In the event of a fire or other casualty that results in a total or partial destruction of a townhouse or a building, each townhouse is entitled to be repaired or rebuilt in such a fashion to permit these overhangs or encroachments to be re-established.

SECTION 4. DESTRUCTION BY FIRE OR OTHER CASUALTY: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and, if the Owners thereafter make use of the wall they shall contribute to the cost of restoration thereof on a pro-rata basis without prejudice, however, to the right of any such Owners to require for a larger contribution of reimbursement from the other under the rule of law regarding liability for negligent or willful acts or omissions.

SECTION 5. WEATHERPROOFING: Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 6. RIGHT TO CONTRIBUTION RUNS WITH LAND: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE EIGHT EASEMENTS

SECTION 1. UTILITY EASEMENTS: The Declarant hereby reserves unto itself, its successors, assigns and designees, the right to create, declare and grant over, above, under and across the Common Areas non-

exclusive perpetual utility easements for the installation, construction, improvement or removal or reconstruction, replacement, substitution, and maintenance of sewer (storm and sanitary) water, gas, electricity, master television antenna and transmission systems, cable television, telephone and any other easements as may be necessary in the Declarant's sole judgment to develop, service and maintain the Property. The aforesaid easement shall include reasonable rights of ingress and egress.

SECTION 2. RESERVATION OF EASEMENTS FOR DECLARANT'S BENEFIT: Anything contained in this Declaration to the contrary notwithstanding, the Declarant hereby reserves for itself, its agents, employees, contractors, subcontractors, workmen, materialmen, invitees and any successor builders an easement under, over and across the Common Area for the purposes of construction, completing, repairing, maintaining, inspecting, exhibiting and selling any Parcels or townhouses then owned by the Declarant. This shall also give Declarant the right to maintain all necessary signage until the last house is sold.

SECTION 3. EASEMENTS FOR CONSTRUCTION ERRORS, SETTLEMENT, SHIFTING: Declarant hereby declares and reserves to itself and all Owners, easements of not more than one (1) foot for the continuation, repair, and replacement of any walls or structures encroaching on any adjoining Parcel by reason of inadvertent construction error, settlement or shifting.

ARTICLE NINE ARCHITECTURAL COMMITTEE

No building, TV antenna, fence, patio or deck, swimming pools, outdoor whirlpools or spas shall be erected, placed or altered on any Parcel within the Property described herein (except as are installed or approved by the Declarant in connection with the initial construction of the dwellings and other improvements on Parcels) until the building plans, specifications and plot plan showing the location and proposed erection, placement or alteration of any such building, fence or patio have been approved in writing as to conformity of external design and harmony with existing structures in the Property and as to location with respect to topography and finished ground elevation, by an architectural committee which shall consist of three (3) members designated and replaced from time to time by the Declarant. The committee shall notify an applicant of such approval of its actions within thirty (30) days after said building plans and specifications and plot plan have been submitted to the committee; or, in the event, no suit to enjoin the erection, placement or alteration of such building, fence, patio or deck has been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with. No member of such committee, nor its designated representative, shall be entitled to any compensation for such services performed pursuant to this covenant. The powers and duties of Declarant to designate and replace such committee shall cease at the time the last Parcel of the Property is developed with a townhouse and is sold to a third party purchaser. Thereafter, such powers and duties shall be vested in the Board of Directors of the Association in a committee duly appointed by such Board of Directors.

VILLAGE REQUIREMENTS. Anything in this Declaration to the contrary notwithstanding, the following shall apply:

- (A) No accessory building, shed, free-standing garage, toolroom or other accessory-type building or structure shall be constructed by or on behalf of any Owner on the Premises; however, this restriction shall not apply to a maintenance or storage facility constructed by the Association on the Common Area with appropriate Village permits.
- (B) The Board shall not permit alterations, modifications or improvements to be made to any Dwelling Unit Exterior or the Common Area, including, without limitation, the construction or extension of decks, fences, or similar improvements, without first adopting standards governing the approval process which have been approved by the Village. Once standards have been submitted to and approved by the Village, such standards shall only be modified with Village approval.

ARTICLE TEN MAINTENANCE

SECTION 1. ASSOCIATION'S MAINTENANCE OBLIGATIONS: The Association shall be responsible for the maintenance, painting, repair or replacement of all exterior walls, including the foundations thereof, including, but not limited to, driveways, parking areas, lighting, roofs, exterior downspouts, fencing, signs and landscaping which the Developer installs in the Common Area, and of all detention/retention areas, storm sewers, sanitary sewers, water mains, and associated appurtenances not within a "public utility easement" or dedicated right-of-way as shown on the Plat of Subdivision of the Property. Maintenance of the landscaping shall include cutting of grass, trimming of shrubbery, fertilizing of grass and shrubbery. The Association shall also be responsible for the maintenance, as defined above, of the landscaped portion of the cul-de-sac. This responsibility shall commence on the date the first Parcel is conveyed to an Owner and shall be done in the discretion of the Association as a result of natural or ordinary wear and deterioration. In the event that the village is required to do work or repairs on the public sanitary sewer in the easement previously granted to them along the west boundary of the property, and, if removal and replacement of the retaining walls placed in said easement is required to accomplish the work or repairs on the sanitary sewer, payment for the retaining wall work will be the responsibility of the Association, such expense to be subject to enforcement provisions indicated below.

In the event the Association fails to maintain and/or repair the items described hereinabove or in this Declaration, the Village of Palatine, a municipal corporation, shall have the right, but not the obligation, to complete the maintenance and/or repair of the items described hereinabove or in this Declaration and the Association shall be obligated to repay the Village of Palatine for all expenses incurred with such maintenance and repair including, but not limited to, attorney's fees, if any. The Village of Palatine shall also have the right, in the furtherance of its enforcement of its claim for reimbursement, to record a lien against the Common Area and all of the Lots, which said lien shall be effective as of the date of recordation. In the event the Association fails to reimburse the Village of Palatine for the costs advanced, interest shall accrue at a rate of 10 % per annum on the amounts advanced from the date of the maintenance and repair through the date paid.

In the event that the need for maintenance or repair of any of the above items is caused through the willful or negligent act of any Owner, his family, guests or invitees, then the cost of such maintenance and repairs shall be added to and become a part of the assessment to which Owner's Parcel is subject.

SECTION 2. OWNER'S MAINTENANCE OBLIGATIONS: Each Owner shall keep his Parcel and certain portions of the exterior of his townhouse in a clean, sightly and healthful condition, including glass surfaces, patio and deck areas and other improvements installed by an Owner. In the event an Owner fails or refuses to do so, the Association, at its sole option and upon reasonable notice, may elect to enter the Parcel and perform such obligations and the cost of such maintenance shall be added to and become a part of the assessment to which such Parcel is subject.

ARTICLE ELEVEN USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE: The Property are hereby restricted to residential dwellings and ancillary and accessory uses and buildings in connection therewith. All buildings or structures erected on the Property shall be of new construction and no buildings or structures shall be moved from other locations to the Property and no subsequent buildings or structures other than townhouses shall be built on any Parcel where the Declarant has theretofore constructed a townhouse. No building or structure of a temporary character, trailer, tent, shack, barn, storage shed or other outbuilding shall be placed on or used on any Parcel at any time except that the Declarant may maintain a sales and/or construction trailer on the Property until construction of all the buildings has been completed.

SECTION 2. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Parcel except for dogs and cats kept as household pets.

SECTION 3. COMMERCIAL ACTIVITIES, NUISANCES: No advertising signs, billboards, objects of unsightly appearance or nuisance shall be erected, placed or permitted to remain on any Parcel, nor shall any Parcel be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Property except that no more than one (1) "For Sale" sign of no more than 5 square feet shall be maintained on any Parcel. No commercial activities of any kind whatever shall be conducted on any building or any portion of the Property except activities intended primarily to service residents in the Property. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its designees during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, By-Laws and Rules and Regulations, as the same may be amended from time to time. The Declarant and its successors and assigns shall have the right to rent any or all units.

SECTION 4. SCREENING TRASH REMOVAL: All clotheslines, equipment, garbage cans, and storage piles shall be screened by adequate planting or other means so as to conceal them as much as possible from view of neighboring Parcels and streets. All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. The foregoing restrictions shall not apply to the activities of Declarant, its designees and those working for or on behalf of Declarant during the construction and sales period.

SECTION 5. CHANGES OR IMPROVEMENTS: Awnings and other additions, changes or improvements to any building, changes in the colors of exterior building surfaces or any part thereof (including roofs, siding, doors, windows or trim) will be allowed only with the approval of the Architectural Committee referred to herein.

SECTION 6. DERRICKS, ETC.: No derrick or other structure designed for use in boring, mining, or quarrying for oil or natural gas, precious minerals, shall be erected, maintained or permitted upon any Parcel in the Property, provided that nothing in this Declaration shall be construed to restrict a public utility from erecting, maintaining and operating upon any Parcel owned by it within the Property, a well, housing and equipment for the purpose of extracting from the subsurface and/or the treatment, storage and distribution of water through the system of such public utility.

SECTION 7. RADIO, TV ANTENNAE: No radio or television receiving or transmitting antennae or external apparatus shall be installed on any Parcel; normal radio and television installations wholly within a building are accepted; provided, however, the Declarant reserves unto itself, its designees and the Association the right to install and maintain a master television antenna and transmission system to service the Property and Common Areas.

SECTION 8. MAINTENANCE OF EASEMENT AREAS: Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over each of said Parcels, and all pipelines and other facilities located and to be located in said easements are reserved as shown on the recorded Plat of Subdivision or as created in accordance with this Declaration of Covenants, Conditions and Restrictions or any amendments hereof. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area shown on the Plat of Subdivision and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or a private or public utility company is responsible.

SECTION 9. LEASES OF PARCELS: Any Owner may lease his Parcel, but no lease may be for a period of less than thirty (30) days. All leases must be made expressly subject to the terms of this Declaration.

SECTION 10. CAMPERS, ETC.: No Owner, tenant of an Owner or person residing in any Parcel, may park a camper, recreational vehicle, truck or commercial vehicle on his Parcel, any other Parcel, or any portion of the Common Area.

ARTICLE TWELVE RECONSTRUCTION

Each Owner, their successors and assigns, hereby covenants and agrees to maintain his Parcel and the townhouse dwelling unit constructed thereon in a neat and proper condition and to perform all necessary repairs except where the Association is required to maintain and repair. Each Owner further covenants and agrees to promptly restore, rebuild or replace all or any portion of the Owner's dwelling unit and sidewalks and appurtenances thereto, located on the Owner's Parcel when destroyed or damaged by any cause and each Owner further covenants that to secure this covenant, said Owners will maintain casualty insurance covering said Parcel and dwelling unit with good and sufficient companies in an amount necessary to restore or rebuild said premises.

ARTICLE THIRTEEN JOINT CONNECTION OF SEWER, WATER ELECTRICAL, GAS AND TELEPHONE LINES

The rights and duties of the Owners of Parcels within the Property with respect to sewer, water, gas and telephone shall be governed by the following:

- (A) Wherever joint house connections of sanitary and storm sewer, water, electricity, gas or telephone lines are installed within the Property, and the connections, or any portion thereof, lie in or upon Parcels owned by others than the Parcel Owners served by said connections, the Association and other Owners of any Parcels served by said connection shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon Parcels or have the utility companies enter upon the Parcels within the Property in or upon which said connection, or any portion thereof lies, to read meters, repair, replace and generally maintain said connection as and when the same may be necessary as set forth below, and further, if a majority of the Board of Directors of the Association deems the repair, replacement or maintenance of such connection and assess the costs thereof against the Parcels served by such connection in the amounts the Owners would otherwise be responsible for under paragraphs (C) and (D) herein, and each Owner, for himself, his heirs, successors and assigns, covenants that he will pay the Association (or its collecting agent) said assessment upon demand or in such periodic payments as may be determined by the Board of Directors, and that said assessment, if not paid on the date when due, shall become delinquent, shall become a continuing lien on the Parcel and the personal obligation of the Owner and shall be subject to collection enforceability, foreclosure and remedies of the Association in the manner set forth in Article Six hereof for other assessments by the Association.
- (B) Wherever joint house connections of storm and sanitary sewer, water, electricity, gas or telephone lines are installed within the subdivision and the connections serve more than one Parcel, the Owners of each Parcel serviced by said connection shall be entitled to full use and enjoyment of such portions of said connection as services his Parcel.
- (C) In the event any portion of said connection or line is obstructed, damaged or destroyed through the act of an Owner of a Parcel being served by said connection, or any of his agents, guests or members of his family, whether or not such act is negligent or otherwise culpable, so as to deprive the other Owners being served by said connection of the full use and enjoyment of said connection, then the Owner shall forthwith proceed to replace or repair the same to as good condition as formerly, without cost to the other Owners served by said connection.

- (D) In the event any portion of said connection or line is obstructed, damaged, or destroyed by some cause other than the act of any Owner being served by said connection, his agents, guests, or members of his family (including ordinary wear and tear and deterioration from lapse of time), then in such event if said obstruction, damage or destruction shall prevent the full use and enjoyment of such connection by the other Owners served by said connection, all such Owners who are thereby deprived of said use and enjoyment shall proceed forthwith to replace or repair said connection to as good a condition as it was formerly at their joint and equal expense.

ARTICLE FOURTEEN AVAILABILITY OF RECORDS

Any Owner or first mortgagee of any Parcel shall be entitled, upon reasonable request, to receive for inspection from the Association, current copies of the Declaration, Articles of Incorporation, By-Laws, records and financial statements of the Association. Furthermore, any holder of 51% or more of all of the mortgages given on the Property shall be entitled to receive from the Association, without cost, a copy of the Association's financial statement for the preceding year.

ARTICLE FIFTEEN RIGHTS OF FIRST MORTGAGEES

Upon written request, any first mortgagee of a Parcel shall be entitled to and shall receive from the Association, notices of any of the following as shall be requested:

- (A) Any condemnation loss or casualty loss which affects a material portion of the Property and any phases annexed thereto or the Parcel on which its mortgage is held,
- (B) Delinquency of assessments which remain incurred for a period of sixty (60) days or more,
- (C) Any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by the Association,
- (D) Any restoration or repair of the Property after partial condemnation or damage,
- (E) Any termination of the legal status of the Property and any phases annexed thereto.

Any termination of legal status as provided in subsection (E) above, shall require the consent of the holders of the mortgages on at least 51% of the Parcels contained in the Property and any phases annexed thereto.

ARTICLE SIXTEEN INSURANCE

SECTION 1. ASSOCIATION'S INSURANCE OBLIGATIONS: The Association shall be responsible for maintaining general liability insurance on the Common Areas of the Property which are shown on the Plat of Subdivision of the Property as Lots 14, 15, 16 and Outlots 17 and 18. The cost of said insurance shall be included in the annual budget of the Association. The Board of Directors of the Association may vote to secure directors and officers liability insurance and if so, the cost of same shall be included in the annual budget of the Association.

SECTION 2. OWNER'S INSURANCE OBLIGATIONS: Each Owner shall be responsible for procuring homeowner's insurance to include general liability for his townhouse on his Parcel. The cost of this insurance shall be paid directly by each Owner and shall not be an expense of the Association.

ARTICLE SEVENTEEN GENERAL PROVISIONS

SECTION 1. ENFORCEMENT: The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Breach of any of the covenants shall not defeat or render invalid the lien or any mortgage or trust deed made in good faith and for value as to said Lots or property, or any parts thereof, but such provisions, restrictions or covenants shall be binding and effective against any Owner of said property whose title thereto is acquired for foreclosure, trustee's sale or otherwise. Cost of enforcing any covenant, restriction or provision of this Declaration shall be paid by the penalty violation and said cost shall include reasonable attorney's fees.

SECTION 2. RESERVATION OF RIGHTS FOR GOVERNMENTAL BODIES: Anything contained in this Declaration to the contrary notwithstanding, and subject to the provisions of Article Ten, Section 2 hereof, the Declarant hereby reserves and grants unto the Village of Palatine, Illinois, a municipal corporation, the non-exclusive, perpetual right (but not the duty or obligation) to maintain, repair, remove and replace the Common Areas and appurtenances thereon, and to remove snow therefrom including undedicated streets, driveways and parking areas. The Declarant further reserves unto the Village of Palatine, Illinois and unto other applicable governmental agencies, bodies and districts, perpetual non-exclusive rights of ingress and egress over and across the Common Areas for the purpose of enforcing the laws, rules and regulations and ordinances applicable to the Property and the inhabitants thereof, and further for the purpose of safeguarding and protecting the Property and the inhabitants thereof.

SECTION 3 SEVERABILITY: Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

SECTION 4. AMENDMENT: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any Parcel subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years. This Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners, with the written consent of mortgagees holding at least fifty-one percent (51%) of the outstanding mortgages on the Property and any phases annexed thereto; provided, however, that so long as Declarant is a Parcel Owner, Declarant must join such instrument. Any such amendment that has the effect of (i) terminating this Declaration or (ii) terminating the legal status of the Association shall require the written consent of mortgagees holding at least sixty-seven percent (67%) of the outstanding mortgages on the Property and any phases annexed thereto. Notwithstanding the foregoing, in the event the Declarant desires to amend this Declaration: (a) to correct a technical or typographical error or to clarify any provisions herein which are otherwise vague, or (b) for the sole purpose of causing the Declaration to comply with form and substance as may be required to conform to the published manuals or guidelines of any governmental, quasi-governmental or private agency engaged in the business of the purchase of mortgage loans, including, but not limited to Federal Home Loan Mortgage Corporation (FHLMA) and Federal National Mortgage Association (FNMA) for the purchase of mortgage loans made on Parcels in the Property, it may do so by an instrument signed by Declarant without the consent of Owners or mortgagees, but shall give notice of any such amendments to all Owners, FHLMA, FNMA, and all mortgagees of Parcels who have requested the same in writing. The failure to give such notice shall not affect the validity or effectiveness of such amendment. In furtherance of the foregoing, a power coupled with an interest is hereby reserved to Declarant, or Kyle G. Benkert, as Attorney-in-Fact, to so amend the Declaration as provided in this Section 4, and each deed, mortgage or other instrument with respect to a Parcel and acceptance thereof shall be deemed a grant and acknowledgment of and a consent to such power of either of said Attorneys-in-Fact. Any amendment must be recorded with the Cook County Recorder of Deeds. No

provision contained in this Declaration inuring, in whole or in part, to the benefit of the Village of Palatine shall be amended without its express written consent.

SECTION 5. QUORUM: Unless otherwise specified to the contrary in any provision of this Declaration, the presence of members or of proxies entitled to cast fifty percent (50%) of the votes of each class of membership shall constitute a quorum for any meeting of the members of the Association. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in the By-Laws of the Association and the required quorum at such subsequent meeting shall be the same as that required at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6: RE-RECORDING OF DECLARATION: If, at any time or times, the Board shall deem it necessary or advisable to re-record this Declaration or any part hereof in the Office of the Recorder of Deeds of Cook County, Illinois, in order to avoid the expiration hereof or of any of the covenants or other provisions herein contained under any of the provisions of Chapter 83 of the Illinois Revised Statutes presently in force and commonly known as the Marketable Title Act, or any other law or statute of similar purport, it shall submit the matter to a meeting of the Members of the Association called upon not less than ten (10) days' notice, and unless at such meeting at least two-thirds (2/3) of said Members shall vote against such re-recording, the Board shall have, and is hereby granted, power to so re-record this Declaration, or such part thereof, and such re-recording shall be binding upon all owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of said owners and the re-recorded document executed and acknowledged by each of them.

SECTION 7: ERRONEOUS RECORDING: Declarant hereby states that a previous Declaration of Covenants, Conditions and Restrictions was recorded in error on October 1, 1993 as Document No. 93-786629. Said Declaration should not have been recorded and was not intended to be the Declaration which binds the Wellington Park Subdivision. Declarant hereby states that this Declaration is intended to and replaces and supercedes the previously recorded Declaration and shall represent the only Declaration of Covenants, Conditions and Restrictions affecting the Wellington Park Subdivision.

THIS DECLARATION is executed by LASALLE NATIONAL TRUST, N.A., as Trustee as aforesaid, and not personally, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and the LASALLE NATIONAL TRUST, N.A., hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that the LASALLE NATIONAL TRUST, N.A., as Trustee aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the titleholding interest and the trust estate under said Trust No. 118106 to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by the LASALLE NATIONAL TRUST, N.A., as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 118106 or their successors, and not by the LASALLE NATIONAL TRUST, N.A., either personally or as such Trustee, to sequester trust assets, rentals, avails, or proceeds of any kind or otherwise to see to the fulfillment or discharge of any obligations, express or implied, arising under the terms of this Agreement, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 118106 and after the Trustee has first been supplied with funds required for the purpose. In the event of conflict between the terms of this Paragraph and of the remainder of the Declaration on any question or apparent liability or obligation resting upon said Trustee, the exculpatory provisions hereof shall be controlling.

IN WITNESS WHEREOF, the said LASALLE NATIONAL TRUST, N.A., as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary, on the date first written above.

Prepared By → LASALLE NATIONAL TRUST, N.A., as Trustee as aforesaid and not individually.

BY: Rosmary Collier
Its _____

ATTEST: Nancy A. Stack
Its _____
ASSISTANT SECRETARY

CONSENT AND ADOPTION OF MORTGAGEE
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WELLINGTON PARK IN PALATINE

LASALLE NORTHWEST NATIONAL BANK, holder of Mortgage and Security Agreement dated August 3, 1993 and recorded with the Cook County Recorder of Deeds on 8/6, 1993 as Document Number 93618044 on property legally described in Exhibit "A" hereto, hereby consents to the execution and recording of the within DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WELLINGTON PARK IN PALATINE and agrees that said Mortgage is subject to the provisions of said Declaration.

IN WITNESS WHEREOF, the said LASALLE NORTHWEST NATIONAL BANK, has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Chicago, Illinois, on this 2 day of March, 1994.

LASALLE NORTHWEST NATIONAL BANK

BY: [Signature]

Its Vice President

ATTEST: [Signature]

Its [Signature]

COPIES OF THIS INSTRUMENT
FILED FOR RECORDING
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EXHIBIT "A"
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WELLINGTON PARK IN PALATINE

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 1A-1F (BOTH INCLUSIVE) 2A-2F (BOTH INCLUSIVE) 3A-3F
(BOTH INCLUSIVE) 4A-4F (BOTH INCLUSIVE) 5A-5F (BOTH
INCLUSIVE) 6A-6F (BOTH INCLUSIVE) 7A-7F (BOTH INCLUSIVE) 8A-
8F (BOTH INCLUSIVE) 9A-9F (BOTH INCLUSIVE) 10A-10F (BOTH
INCLUSIVE) 11A-11F (BOTH INCLUSIVE) 12A-12F (BOTH INCLUSIVE)
13A-13F (BOTH INCLUSIVE) AND LOTS 14, 15 AND 16 AND OUTLOTS
17 AND 18 IN WELLINGTON PARK, PALATINE, ILLINOIS, BEING A
SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF
SECTION 10, TOWNSHIP 42 NORTH, RANGE 10 EST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BY-LAWS
OF
WELLINGTON PARK HOMEOWNERS ASSOCIATION
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

ARTICLE ONE
NAME OF ASSOCIATION

The name of this Association is WELLINGTON PARK HOMEOWNERS ASSOCIATION ("Association").

ARTICLE TWO
DEFINITIONS

All terms used herein shall have the meanings set forth in Article One of or as elsewhere defined in the Declaration of Covenants, Conditions and Restrictions for WELLINGTON PARK (the Declaration) recorded in the Office of the Recorder of Deeds of Cook County, Illinois to which these By-Laws are attached to and made a part of.

ARTICLE THREE
PURPOSES AND POWERS

3.01 Purposes. As set forth in the Articles of Incorporation, the purpose for which the Association is organized is to act on behalf of its members, collectively, as their governing body and for their common use, enjoyment and benefit with respect to the administration, management, preservation, repair, maintenance and replacement of certain real and personal property, all on a not-for-profit basis, as more fully set forth in the Declaration and these By-Laws.

3.02 Powers. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which it has been organized and as may be now or hereafter granted by the Declaration, these By-Laws and the General Not-for-Profit Corporation Act of the State of Illinois.

ARTICLE FOUR
OFFICES

4.01 Registered Office. The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office shall be identical with such registered office, and may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

4.02 Principal Office. After the Turnover Date, as hereinafter defined, the principal office of the Association shall be maintained in the County of Cook, Illinois, as determined by the Board. Prior to the Turnover Date, the principal office shall be determined from time to time by the Developer.

**ARTICLE FIVE
MEMBERS (UNIT OWNERS)**

5.01 Members. After the Turnover Date, the Association shall have one class of membership. Every Owner shall be a member of the Association and such membership shall automatically terminate upon the sale, transfer or other disposition of such member of his Townhome, at which time the new Owner shall automatically become a member.

5.02 Voting Rights.

- (a) There shall be one person, with respect to each Townhome, entitled to vote at any meeting of the Owners, such person shall be known (and hereinafter sometimes referred to) as the "Voting Member". Such voting member may be the Owner or one of the group composed of all the Owners of a Townhome or may be some person designated by such Owner or Owners to act as a proxy on his or their behalf and who need not be an 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 Owner or Owners. Any or all of such Owners may be present at a meeting of all the voting members and (those constituting a group acting unanimously) may vote or take any other action as a member, either in person or by proxy.
- (b) The total number of votes of all members shall be 78. The Developer shall be the voting member with respect to Townhomes owned by the Declarant. This shall apply only to units which are constructed but not yet occupied by an Owner.
- (c) The affirmative vote of not less than two-thirds (2/3) of the total votes of all members, at a meeting duly called for that purpose, is required in order to approve any of the following matters: (1) merger or consolidation of the Association; (2) sale, issue, exchange, mortgage, pledge or other disposition of all or substantially all of the property and assets of the Association; and (3) the purchase or sale of land or of Townhomes on behalf of all Owners.

5.03 Initial and Annual Meeting. The initial meeting of members shall be held upon ten (10) days written notice given by or at the written direction of Developer. Such meeting shall be held on such date (the Turnover Date) as Developer in its sole discretion shall determine, except that in no event shall it be later than sixty (60) days after Declarant has conveyed to individual buyers title to seventy-five (75%) percent of the Townhomes. Thereafter there shall be an annual meeting of the members (one of the purposes of which shall be to elect members of the Board) on the third Tuesday of May following such initial meeting and on the third Tuesday of October of each succeeding year thereafter at 7:30 P.M. or at such other reasonable time or date (not more than thirty (30) days before or after such date) and at such place as designated by the Board.

5.04 Special Meetings. Special meetings of members may be called upon written notice by the President of the Association, the Board or by the Owners of twenty (20%) percent of the Townhomes. The notice shall specify the date, time and place of the meeting and the Matters to be considered.

5.05 Place of Meetings. Meetings of the voting members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in a notice of the meeting.

5.06 Notice. Written notice of any meeting of the members stating the time, date, place and purpose or purposes of the meeting shall be mailed to all members entitled to vote thereat not less than ten (10) nor more than thirty (30) days before the date of the meeting, 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 member to which such voting right appertains if no address has been given to the Board.

5.07 **Quorum.** The presence at the commencement of the meeting in person or by proxy at any meeting of the voting members having twenty-five (25%) percent of the total votes shall constitute a quorum. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the 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.

ARTICLE SIX BOARD OF DIRECTORS

6.01 **General Powers.** The direction and administration of the Property and the affairs of the Association shall, except for such powers, duties or authority reserved to the members by law or by the Declaration or these By-Laws, be vested in the Board of Directors (the Board) of the Association, which shall be deemed to be the Board of Managers referred to in the Act.

6.02 **Appointment of Directors by Developer.** Until the election of a new Board at the initial meeting of members held on the Turnover Date, the Board shall consist of and vacancies shall be filled by such persons, but not less than three (3) as the Developer shall from time to time appoint, none of whom need be members of the Association.

6.03 **Election of Members, Number and Term.** Commencing with the election of the Board by the members on the Turnover Date, the number of Directors shall be Five (5). In all elections for members of the Board, each voting member shall be entitled to vote, 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 directors elected at the initial meeting shall serve until the first annual meeting and shall serve without compensation. Thereafter, members of the Board shall serve without compensation, for a term of not more than two (2) years or until their successors are elected and shall have qualified. Any member may succeed themselves as a member of the Board and there shall be no limit on the number of terms served by any member.

6.04 **Qualifications.** Each director (except those appointed by the Developer) shall reside on the Property and shall be a Townhome Owner (provided that if a Townhome Owner is a trust, a director may be a beneficiary of such trust, and if a Townhome Owner or such beneficiary is a corporation or partnership, a director may be an officer, partner or employee of such Owner or beneficiary). If any such director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

6.05 **Regular Meetings.** A regular meeting of the Board shall be held within ten (10) days following the initial meeting and each annual meeting of Unit Owners, at such time and place as shall be determined by a majority of the Board. Additional regular meetings of the Board shall be held at such time and place as the Board may fix by resolution, provided that there shall be not less than one (1) regular meeting of the Board (including its annual meeting) each calendar quarter.

6.06 **Special Meetings.** Special Meetings of the Board may be called by or at the request of the President or any Three (3) directors. The person or persons authorized to call such meetings of the Board may fix any place within the County of Cook, Illinois, as the place for holding any special meeting of the Board called by them.

6.07 **Notice.** As provided in the Act, written notice of all meetings of the Board shall be mailed at least forty-eight (48) hours prior thereto unless a written waiver of such notice is signed by the person or person entitled to such notice before the meeting is convened. Such notice shall be sent to each person at his address as shown by the records of the Association. In addition to the foregoing, the Board may, in its discretion, cause such notice to be delivered personally to the person or persons entitled thereto. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting (except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened). Neither the business to be transacted at, nor the purpose of any

regular or special meeting of the Board need be specified in the notice of such meeting, unless specifically required by law, the Declaration or by these By-Laws.

6.08 Open Board Meetings. All meetings of the Board shall be open to any Unit Owner.

6.09 Quorum. A majority of the directors shall constitute a quorum, provided that if less than a quorum is present, a majority of the directors present may adjourn the meeting from time to time without further notice.

6.10 Manner of Acting. Except as otherwise expressly provided by law, the Declaration or these By-Laws, any action of the Directors may be taken upon the affirmative vote of a majority of the directors at which a quorum is present.

6.11 Removal or Resignation. Any director elected by the members may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the voting members at any annual meeting or at a special meeting called for such purpose. Any director may resign at any time by submitting his written resignation to the Board.

6.12 Vacancies. Any vacancies occurring in the Board shall be filled by majority vote of the remaining members of the Board, except that prior to the Turnover Date, vacancies in the Board shall be filled by the Developer. A director elected by the Board to fill a vacancy shall hold office for the unexpired term of his predecessor in office.

6.13 Compensation, Reimbursement for Expenses. Directors shall receive no compensation for their services as directors but may, if approved by the Board, be reimbursed for reasonable out-of-pocket expenses incurred in the course of the performance of their duties upon presentation of receipts or other appropriate evidence of such expense.

ARTICLE SEVEN POWERS, DUTIES AND AUTHORITY OF THE BOARD

7.01 In General. The Board shall have and exercise all the powers, duties and authority vested in the Association by law, the Declaration and these By-Laws, except those expressly reserved to the members. The powers and duties of the Board shall include, but not be limited to, the following:

- (a) The operation, care, upkeep, maintenance, repair, replacement and improvement, including landscaping and driveway repair, painting, cleaning, tuckpointing and decorating of the exterior of the Townhomes (but not including the windows and sliding glass doors appurtenant to the Townhome, the interior surfaces, including the drywall, of the Townhome or of the garage, or storage areas, all of which the representative Owners shall, at their sole cost and expense, paint, clean, decorate, maintain, repair and replace), and to acquire such furnishings and equipment for maintenance of the above as the Board shall determine are necessary and proper.
- (b) Preparation, adoption and distribution of the annual budget for the Property.
- (c) Levying of assessments.
- (d) Collection of assessments from Townhome Owners.
- (e) Employment and dismissal of employees, lawyers, accountants and other personnel necessary or advisable for the maintenance and operation of the Townhomes and Common Areas, if any
- (f) Obtaining adequate and appropriate kinds of insurance if required.

- (g) Owning, conveying, encumbering, leasing and otherwise dealing with Townhomes conveyed to or purchased by it for the Association.
- (h) To adopt and amend from time to time such reasonable rules and regulations as the Board may deem advisable covering the details of the operation, use, maintenance, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property. Written notice of such rules and regulations and of any amendments shall be given to all Owners and the entire Property shall at all times be maintained subject to such rules and regulations, provided that if within thirty (30) days from the date of such written notice to the Owner of the adoption of any such rule or regulation or any amendment thereof, the voting members having at least one-fourth (1/4) of the total votes shall file with the Board a written objection thereto, then such rule or regulation shall be deemed rescinded until approved by the voting members having at least a majority of the total votes.
- (i) Keeping of detailed accurate records of the receipts and expenditures affecting the use and operation of the Property.
- (j) Upon reasonable notice, or in the case of an emergency, without notice, to have access to each Townhome from time to time as may be necessary for the maintenance, repair or replacement of any exterior area or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Townhome or to any other Townhomes. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund hereinafter provided for.
- (k) To determine by written resolution which officer or officers, agent or agents shall sign, and the manner of signing of, all agreements, contracts, deeds, leases, approval of vouchers and other instruments. 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.
- (l) The Board shall engage the services of a professional manager or managing agent for the Property provided that the Association may assume self-management if recommended by the Board and approved at a members meeting by members having a majority of the total votes.
- (m) To provide any pay out of the maintenance fund as Common Expenses (subject to the right to specifically assess individual Owners where so provided), including and subject to the following:
 - (i) To pay for electricity or other utility service for the Common Areas including the cost of operating street lights.
 - (ii) To hire and pay for the services of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments of the Townhomes and in connection with any other matter where the respective interests of the Owners are deemed by the Board to be similar and non-adverse to each other.
 - (iii) To pay 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 Areas rather than merely against the interests therein of particular Owners. Where one or more 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 Owners.
 - (iv) To pay for the maintenance, repair or replacement of the items set forth in Paragraph 7.01(a) above.

- (v) To make any other purchase for the maintenance, replacement, administration and operation of the Property subject to the subparagraph immediately following.
- (vi) Notwithstanding the foregoing or anything elsewhere in these By-Laws or the Declaration to the contrary, the Board shall have no authority to acquire or pay for additions, alterations or improvements to the Common Areas or for any equipment or other capital assets (other than for the purposes of repairing, replacing or restoring portions of the Common Areas or equipment or other capital assets then owned by the Association, subject to all the provisions of the Declaration) requiring an expenditure in excess of \$2,000.00, without in each case the prior approval of a majority of the voting members at a duly convened meeting of the members or, in lieu of such meeting, the written approval of the voting members having more than fifty (50%) percent of the total votes.

7.02 Insurance. The Board shall also obtain and pay for out of said maintenance fund, as a Common Expense, insurance on any of the Common Areas. Said insurance shall be for general liability only.

7.03 Nothing herein contained shall be construed to give the Board authority to conduct an act of business for profit on behalf of all Owners or any of them.

ARTICLE EIGHT OFFICERS

8.01 Officers. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant or other officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board. All officers shall be directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. No officer shall hold office for more than one (1) year but may succeed themselves for additional one (1) year terms.

8.02 Vacancies. Any officer may be removed at any meeting of the Board by an affirmative vote of two-thirds (2/3) of the directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof. Prior to the Turnover Date, vacancies in elected offices shall be filled by the Developer.

8.03 Powers. The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of a not-for-profit corporation, including, but not limited to, the following:

- (a) The President shall be the Chief Executive Officer of the Association, shall preside at all meetings of the voting members and at all meetings of the Board; and shall, together with the Secretary or any Assistant Secretary, execute all amendments to the Declaration.
- (b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office.
- (c) The Secretary shall keep minutes of all meetings of the members and of the Board; shall have custody of the Association seal and have charge of such other books, papers and documents as the Board may prescribe; and may give, mail and receive all notices to and from the Association.
- (d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of account kept for such purposes.

8.04 Officer's Compensation. The officers shall receive no compensation for their service except as expressly provided by a resolution duly adopted by the affirmative vote of voting members having at least two-thirds (2/3) of the total vote.

ARTICLE NINE LIABILITY AND INDEMNITY OF DIRECTORS AND OFFICERS

Neither the directors nor the officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such director or officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the directors and officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the directors or officers unless any such contract or act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney's fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise, in which any such director or officer may be involved by virtue of being or having been such director or officers, provided, however, that such indemnity shall not be operative with respect to any act or omissions as to which such person is adjudged to be guilty of gross negligence or fraud in the performance of his duties as such director or officer.

ARTICLE TEN BUDGET: ASSESSMENTS

10.01 Annual Budget. The Association shall operate on a calendar year. Each year on or before November 1, the Board shall prepare and distribute to all Owners, at least thirty (30) days prior to the adoption thereof by the Board, a detailed proposed annual budget for the ensuing calendar year, setting forth with particularity all anticipated expenses by category as well as all anticipated assessments and other income, and each Owner's proposed assessment. The budget shall include reasonable sums as the Board considers desirable as reserves for contingencies and for capital repairs and replacements and shall take into account any estimated net available cash income for the year from the operation or use of the Common Areas. Said "estimate cash requirement" shall be assessed to the Owners equally. On or before January 1 of the ensuing year and the first of each and every month of said year, each 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 assessment made pursuant to this paragraph. On or before April 15 of each year following the year in which the Developer sells and transfers the first Unit, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves. The Board may also obtain and supply the Owners an itemized accounting on an accrual basis of such Common Expenses, together with a tabulation of the assessments and showing the net excess or deficit, on an accrual basis, of income over expenditures plus reserves. Any such excess, determined on an accrual basis may, at the discretion of the Board, be retained by the Association or credited against the next monthly installment due from Owners under the current year's estimate, until exhausted. Any such deficit shall be added equally to each Owners installments due in each of the succeeding three (3) months after rendering of the accounting subject to the provisions of Paragraph 10.03. Notwithstanding the foregoing, any such credit or assessment of an excess or deficit for a calendar year in which Owners were added shall be allocated among the Owners that were subject to assessments during said calendar year in the proportion that the total assessment against each such Owners during that year bears to the assessments against all Owners during that year.

10.02 Notice to Owners of Budget Meetings; Copies of Budget. Each Owner shall receive notice, in the same manner as provided in the Act for membership meetings, of any meeting of the Board concerning the

adoption of the proposed annual budget or any increase or establishment of an assessment. Each Owner shall also receive a copy of the annual budget adopted by the Board if it contains any changes from the proposed annual budget previously distributed to the Owners and of any supplemental budget.

10.03 Failure to Prepare Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary monthly assessment at the then existing monthly rate established for the previous period until the monthly assessment which is due more than ten(10) days after such new yearly or adjusted estimate shall have been mailed or delivered.

10.04 Budget by First Elected Board. When the first Board elected hereunder takes office it may, at its option, continue the then current assessment for the balance of the then current calendar year or may determine the "estimated cash requirement" as hereinabove defined for the period commencing thirty (30) days after said election and ending December 31 of the year in which said election occurs, and levy new monthly assessments against the Owners during such period as provided in Paragraph 10.01.

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

10.06 Status of 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 against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust for the benefit, use and account of all Owners from time to time on a prorata basis with all Townhomes being treated equally.

10.07. Remedies for Delinquent Assessments. All assessments and charges due from an Owner pursuant to these By-Laws and all installments thereof not paid within fifteen (15) days from the date due shall, except as the rules and regulations of the Board may otherwise from time to time provide, bear interest at the maximum rate of interest permitted by law from the date due. If an Owner is in default in the payment of any such charges or assessments for thirty (30) days, the Association may bring suit itself to enforce collection thereof or to foreclose the lien therefor as hereinafter provided, in addition to the right to take possession of such defaulting Owner's Townhome together with his interest in the Property, and maintain an action for possession in the manner prescribed by "An Act in regard to forcible entry and detainer", approved February 16, 1874, as amended, or as otherwise provided or permitted by law. There shall be added to any assessments or charges due the costs of any such suit and deposition costs, together with interest as aforesaid and reasonable attorneys' and paralegals' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of a delinquent and unpaid charge or assessment and interest, costs and fees as above provided, shall constitute a lien against the Townhome of the Owner involved when due as provided in the Act, provided, however, that the existing first mortgagee shall have consented to said lien and that such lien shall be subordinate to the lien of said bona fide first mortgage on such Townhome recorded prior to the date such charge of assessment became due, and each holder of a first mortgage lien on a Townhome who comes into possession of each Townhome by virtue of foreclosure, or any purchaser at a foreclosure sale, will take such Townhome free of any claims for unpaid assessments and charges against the Townhome which accrues prior to the time such holder comes into possession of the Townhome except for claims for a prorata share of such assessments or charges resulting from a prorata reallocation of such assessments or charges to all Townhomes including the mortgaged Townhome.

10.00 NO WAIVER OF OWNER'S LIABILITY. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment of his Townhome.

ARTICLE ELEVEN COMMITTEES

11.01 Board Committees. The Board, by resolution, adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent consistent with law and as provided in said resolution, shall have the authority of the Board in the management of the Association, but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board or any individual director of any responsibility imposed by it or him by law.

11.02 Special Committees. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

11.03 Term. Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed unless the committee shall be sooner terminated or unless such member shall be removed from such committee or unless such member shall cease to qualify as a member thereof.

11.04 Chairman. One member of each committee shall be appointed Chairman.

11.05 Vacancies. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

11.06 Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

11.07 Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board.

ARTICLE TWELVE CONTRACTS, CHECKS, DEPOSITS AND FUNDS

12.01 Contracts. The Board may authorize any officer or officers, agent or agents, of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President and attested by the Secretary or an Assistant Secretary of the Association.

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

12.03 Bank Accounts. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

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

ARTICLE THIRTEEN FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January each year, except the first fiscal year of the Association shall begin at the date of incorporation and shall end on the last day of December of such year.

ARTICLE FOURTEEN BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the meetings of its voting members, the Board and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the Townhome Owners. All books and records of the Association may be inspected by any Townhome Owner or his agent or attorney or any first mortgagee for any proper purpose at any reasonable time. Upon ten (10) days' notice to the Board and the payment of a reasonable fee, if any, which may be set by the Board, any Townhome Owner will be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Townhome Owner.

ARTICLE FIFTEEN

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

ARTICLE SIXTEEN AMENDMENT

These By-Laws may be amended or modified from time to time by resolution of the Board recommending such amendment or modification to the Owners. No provisions of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration; further provided that the Developer's written consent shall be required with respect to amendments until the election of directors at the initial meeting of members with respect to any amendment affecting the rights of the Developer. All amendments shall be signed by the President and need not be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

ARTICLE SEVENTEEN ERRONEOUS RECORDING

Declarant hereby states that By-Laws of the Wellington Park Homeowners Association were recorded in error on October 1m 1993 as Document No. 93-786630. Said By-Laws should not have been recorded and were not intended to be the By-Laws for the Wellington Park Homeowners Association. Declarant hereby states that these By-Laws are intended to replace and supercede the previously recorded By-Laws and shall represent the only By-Laws of the Wellington Park Homeowners Association.



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 007492733 AH
STREET ADDRESS:
CITY: PALATINE COUNTY: COOK
TAX NUMBER: 02-10-200-004-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 1A THRU 1F, 2A THRU 2F, 3A THRU 3F, 4A THRU 4F, 5A THRU 5F, 6A THRU 6F, 7A THRU 7F, 8A THRU 8F, 9A THRU 9F, 10A THRU 10F, 11A THRU 11F, 12A THRU 12F, 13A THRU 13F, LOTS 14, 15 AND 16 AND OUTLOTS 17 AND OUTLOT 18 IN PLAT OF SUBDIVISION WELLINGTON PARK, PALATINE, ILLINOIS BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 1, 1993 AS DOCUMENT 93786629, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS RECORDED OCTOBER 1, 1993 AS DOCUMENT 93786630 AND AS SHOWN IN THE PLAT OF AFORESAID SUBDIVISION RECORDED OCTOBER 1, 1993 AS DOCUMENT 93786629 OVER LOTS 14, 15, 16 AND OUTLOT 17 AND AS CREATED BY DEED FROM LASALLE NATIONAL TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 14, 1994 AND KNOWN AS TRUST NUMBER 118106 TO - DATED - AND RECORDED - AS DOCUMENT - IN COOK COUNTY, ILLINOIS



ASSESSMENT COLLECTION POLICY

<u>ACTION</u>	<u>DATE OF ACTION</u>
Assessment Due	1st of each Month
Grace Period	15th of each Month
Statement and Addition of \$15.00 Late Fee	16th of each Month
30 Day Notice of Intent to file Forcible Detainer and Eviction Action and Lien	16th of each Month
File Forcible Detainer and Eviction Action and Lien	30 Days after Notice

All of the above actions are to be taken **AUTOMATICALLY** in each and every case. Consistency of application of this policy will avoid charges of special and unusual application of the By-Laws.

ANY and **ALL** legal fees incurred by the Association in an attempt to collect assessments will be charged to the Owner as provided in the Declaration and By-Laws.

Adopted: February 27, 1996

Effective: March 1, 1996