

BY-LAWS

OF

NORMANDY HILL CONDOMINIUM ASSOCIATION UNIT IV

ARTICLE I

Purposes

The purposes of the corporation as stated in its certificate of incorporation are to be the governing body for the maintenance and administration of certain real and personal property within the Normandy Hill Development in Northbrook, Cook County, Illinois, and to be the owner of such property as is necessary for the purpose of conducting the said maintenance and administration.

The corporation also has such powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois.

ARTICLE II

Offices

The corporation shall have and continuously maintain in this State a registered office and a registered agent whose office is 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.

ARTICLE III

Members

SECTION 1. CLASSES OF MEMBERS. The corporation shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

The person or persons whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership. For the purpose of sale, leasing or other alienation, unless

otherwise specifically provided for in the Declaration of Condominium, the word "owner" shall include any beneficiary of a trust, shareholder of a corporation, or partner of a partnership holding legal title to a unit.

SECTION 2. VOTING RIGHTS. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known and hereinafter referred to as a "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. Except as otherwise required by the terms of the Declaration of Condominium Ownership Unit IV or the Condominium Property Act of Illinois, which are incorporated herein by reference, the total number of votes of all voting members shall be one hundred (100), and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or her Unit Ownership, as set forth in Exhibit "A" attached hereto and made a part hereof. Developer shall be the voting member with respect to any Unit Ownership owned by the Developer.

SECTION 3. TERMINATION OF MEMBERSHIP. Membership shall automatically terminate upon the sale, transfer, or other disposition by such member of his Unit Ownership.

SECTION 4. TRANSFER OF MEMBERSHIP. Membership in this corporation is not transferrable or assignable, except upon the sale, transfer or other disposition of a members Unit Ownership, at which time the new Owner shall automatically become a member.

#### ARTICLE IV

##### Meetings of Members

SECTION 1. ANNUAL MEETING. The initial meeting of the voting members shall be held upon at least ten (10) days' prior written notice given by the Developer. Such written notice may be given at any time after at least fifty-one percent (51%) of the Units are occupied but must be given not later than thirty (30) days after all of the Units are occupied. Thereafter, there shall be an annual meeting of the Voting Members on the first Tuesday of July following such initial meeting, and on the first Tuesday of July of each succeeding year thereafter at the hour of 7:30 P.M.,

or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board of Managers delivered to the voting members not less than ten (10) days prior to the day fixed for said meeting, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If such day be a Sunday or a legal holiday, the meeting shall be held at the same hour on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Managers shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

SECTION 2. SPECIAL MEETINGS. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, required the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members for at least one-fifth (1/5) of the number of Units and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

SECTION 3. PLACE OF MEETINGS. Meetings of the voting members shall be held at the property (4050 Dundee Road, Northbrook, Illinois) or at such other place in Cook County, Illinois as may be designated in any notice of a meeting.

SECTION 4. NOTICE OF MEETINGS. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

SECTION 5. QUORUM. At any meeting of the voting members the presence in person or by proxy of the voting members for at least fifty-one percent (51%) of the number of Units shall constitute a quorum.

SECTION 6. VOTING. Except as otherwise required by the terms of the Declaration or the Condominium Property Act of Illinois, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members for at least fifty-one percent (51%) of the number of Units represented at such meeting.

SECTION 7. PROXIES. An Owner or Owners may designate some person to act as proxy on his or their behalf 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.

## ARTICLE V

### Board of Managers (Board of Directors)

SECTION 1. ADMINISTRATION OF PROPERTY. The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board").

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of directors shall be five (5) who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Owners or a spouse of an Owner and, if an Owner of a Unit, shall reside on the Property; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner or other designated agent of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, if such person resides on the Property, except for a Board member nominated by the Developer. The Board of Directors of the Association shall be deemed to be the "Board of Managers" referred to herein and in the Condominium Property Act of Illinois. At the initial meeting, the Voting Members shall elect a Board. In all elections for members of the Board, each voting member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting, the five (5) Board members shall be elected. The three (3) person receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. The voting members for at least two-thirds (2/3) of the number of Units may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually.

SECTION 3. REGULAR MEETINGS. A regular annual meeting of the Board shall be held without other notice than this by-law, immediately after, and at the same place as the annual meeting of members. The Board may provide by resolution the time and place, for the holding of additional regular meetings of the Board without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Board may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them, as set forth in Article IV, Section 3.

SECTION 5. NOTICE. Notice of any special meeting of the Board shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of the association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. 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 or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

SECTION 6. QUORUM. A majority of the total number of members on the Board shall constitute a quorum.

SECTION 7. MANNER OF ACTING. Except as otherwise provided in the Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists.

SECTION 8. VACANCIES. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the voting members at the next annual meeting or at a special meeting of the voting members called for such purpose.

SECTION 9. COMPENSATION. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members for at least two-thirds (2/3) of the number of units.

SECTION 10. REMOVAL. Any Board member may be removed from office by affirmative vote of the voting members of at least two-thirds (2/3) of the number of Units, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

SECTION 11. GENERAL POWERS OF THE BOARD. The Board for the benefit of all the Owners, shall acquire and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, waste removal, garage operating expense, professional management fees, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

(b) A policy or policies of insurance insuring the Common Elements and the Units against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Common Elements and the Units written in the name of, and the proceeds thereof shall be payable to, the members of the Board, as trustees for each of the Owners in the percentages established in Exhibit "A". Prior to obtaining any such policy or policies of insurance, or any renewal thereof, except for the initial policy or policies obtained by the Developer, the Board, at its election, may from time to time obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement value of the Common Elements and the Units for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be common expenses. Each Owner shall notify the Board in writing of any additions or alterations to his Unit resulting in increased value thereof and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. All such policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interests may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Owners elect to sell the Property or remove the Property from the provisions of the Condominium Property Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Developer, the managing agent, if any,

their respective employees and agents, and Owners and Occupants, and (6) shall contain a "Replacement Cost Endorsement". Notwithstanding the issuance of standard mortgage clause endorsements, any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of the Declaration and the Condominium Property Act; provided, however, that if the Board fails to perform all of the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required by law, and any mortgagee or mortgagees are required to avail themselves of their rights under the standard mortgage clause endorsement to collect the proceeds of the policy or policies of insurance, any amounts so collected through the efforts of said mortgagee or mortgagees shall be applied as directed by said mortgagee or mortgagees. The Board may engage the services of a bank or trust company authorized to do trust business in Illinois and having a capital of not less than \$5,000,000.00 to act as Insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of the Declaration, the by-laws and the Condominium Property Act of Illinois. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by any such loss shall exceed \$50,000.00, the Board upon written demand of the mortgagee of any Unit shall engage the services of an Insurance Trustee as aforesaid. The fees of such Insurance Trustee shall be common expenses.

(c) Comprehensive public liability and property damage insurance in such limits as the Board shall deem desirable insuring the members of the Board, the managing agent, if any, their agents and employees and the Owners including Developer from any liability in connection with the Common Elements or the streets, sidewalks and public spaces adjoining the Property. Such insurance coverage shall also cover cross liability claims of one insured against another.

(d) Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

(e) The services of any person or firm employed by the Board. Upon authorization by the affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board of Managers acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment or levy of real property taxes, special assessments, or any other special taxes or charges of the State of Illinois or of any political subdivision thereof or their lawful taxing or assessing body and to charge and collect all expenses incurred in connection therewith as common expenses.

(f) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the sliding glass doors appurtenant to the Units and the interior surfaces of the Units and of the hallway doors appurtenant thereto, which the Owners shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

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

(h) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular 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 specially assessed to said Owners.

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

(j) The Board or its agents upon reasonable notice may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. The Board or its agent may likewise enter any balcony or roof terrace for maintenance, repairs, construction or painting. 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.

(k) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions



of the Declaration) requiring an expenditure in excess of FIVE THOUSAND (\$5,000.00) DOLLARS, without in each case the prior approval of the voting members for at least two-thirds (2/3) of the number of units.

(l) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board.

(m) The Board, by vote of at least four-fifths (4/5) of the Board members, and without approval from any of the voting members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and the entire Property shall at all times be maintained subject to such rules and regulations. If within thirty (30) days from the date of written notice to the Owners of the adoption of any such rule and regulation, the voting members for at least one-fourth (1/4) of the number of Units shall file with the Board a written objection thereto, then such rule and regulation shall be deemed rescinded until approved by the voting members for at least two-thirds (2/3) of the number of Units.

(n) The Developer may engage the initial management organization under a contract expiring not later than five (5) years after the first Unit becomes occupied. Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

(o) The Board may elect to have the cost of any or all of the goods and services described in subsections (a) and (e) above, assessed specially to each Owner in proportion to his use of or benefit from such goods and services.

(p) Prior to the election of the first Board, the Developer, acting as the Board of Managers on behalf of all the Owners, shall have the authority to lease or to grant licenses or concessions with respect to any part of the Common Elements, subject to the terms of the Declaration. Upon election of the first Board, and thereafter, the Board by vote of at least four-fifths (4/5) of the Board members, shall have the same authority as aforesaid.

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

(r) The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the Owner (or lessee) may, at the expiration of said thirty-day period, and at any time within ninety (90) days after the expiration of said period, contract to sell or lease (or sublease or assign) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided. Resales

(s) All other rights and powers as set forth in the Declaration and the Condominium Property Act of the State of Illinois.

#### SECTION 12. ASSESSMENTS - MAINTENANCE FUND

(a) Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "A" attached hereto. On or before January 1st of the ensuing year, and the 1st 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 1st of each calendar year following the initial meeting, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall be prepared by a certified public accountant. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after the rendering of the accounting.

(b) The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reason therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

(c) When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (a) of this Article.

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

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

(f) All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the

Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit "A".

(g) If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the names of the Board as in the case of foreclosure of liens against real estate. The Condominium Property Act provides that the Board may, by recording a notice of unpaid expenses, or by mailing a notice of such expenses to a mortgagee, cause certain expenses to become a lien against the interest of a Unit Owner. Regardless of any such recording or mailing, no lien for such expenses will be prior to the lien of any mortgage (recorded prior to such recording or mailing and containing the mortgagee's mailing address) held by any savings and loan association, insurance company, bank or trust company, or pension, retirement or profit-sharing or other employee benefit trust or fund, except that if any such mortgagee has taken possession of any Unit (not owned by the mortgagee), or commenced collecting rents therefrom, or had a receiver appointed therefor in a suit to foreclose such mortgage, then the Board may from time to time thereafter send to such mortgagee by registered mail at such address a notice that it anticipates that expenses will become due and remain unpaid for such Unit, and any expenses which are not then due, but which properly become due thereafter but before a date stated in such notice (which date may not be later than ninety (90) days after the date of mailing thereof) may become prior to the lien of such mortgage, to the extent permitted, and upon the satisfaction of any other requirements, in the Condominium Property Act. Despite any contrary provision of such Act, no response to any inquiry by such a mortgagee for information concerning any Unit will by itself permit the lien of any expenses to become prior to any such mortgage, the priority of such expenses arising only as provided in the preceding sentence. If any such mortgagee acquires the ownership of a Unit, by purchase, acceptance of a deed upon expiration of any redemption period following foreclosure, or otherwise, such Unit Ownership will be subject to the lien of such expenses as provided herein and in such Act.

(h) No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

## ARTICLE VI

### Officers

SECTION 1. OFFICERS. The Board shall elect from among its members a President, a Secretary, a Treasurer, and such additional officers as the Board shall see fit to elect.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the Board at the regular annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

SECTION 3. REMOVAL. Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

SECTION 5. PRESIDENT. The president shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the Board. He may sign, with the secretary or any other proper officer of the corporation authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these by-laws or by statute to some other officer or agent of the corporation; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

SECTION 6. TREASURER. If required by the Board, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give

receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these by-laws; and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

SECTION 7. SECRETARY. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these by-laws; keep a register of the postoffice address of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

## ARTICLE VII

### Contracts, Checks, Deposits and Funds

SECTION 1. CONTRACTS. The Board may authorize any officer or officers, agent or agents of the corporation, 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 corporation and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an assistant treasurer and countersigned by the President or a Vice President of the corporation.

SECTION 3. DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board may select.

SECTION 4. GIFTS. The Board may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

#### ARTICLE VIII

##### Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, 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 members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

#### ARTICLE IX

##### Fiscal Year

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

#### ARTICLE X

##### Seal

The Board shall provide a corporation seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Illinois".

#### ARTICLE XI

##### Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the articles of incorporation or the by-laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE XII

##### Amendments to By-Laws

These by-laws may be altered, amended or repealed and new

by-laws may be adopted by two-thirds (2/3) of the directors present at any regular meeting or at any special meeting, provided that at least two days' written notice is given of intention to alter, amend or repeal or to adopt new by-laws at such meeting.

### ARTICLE XIII

#### Restrictions as to Use and Occupancy

The Units and Common Elements shall be occupied and used as follows:

(a) No Units shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two (2) or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by the Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

(b) There shall be no obstruction of the Common Elements, including but not limited to balconies, nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

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

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

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



(f) The use and the covering of the interior surfaces of the glass doors appurtenant to the Units whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Board.

(g) In order to enhance the soundproofing of the Building, the floor covering for all occupied Units shall meet the minimum standard as may be specified by rules and regulations of the Board. No type of washer or dryer or other laundry equipment shall be installed in any Unit.

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

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

(j) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building, except as is otherwise provided herein.

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

(l) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in the Common storage area designated for that purpose, and balcony and patio areas may be used for their intended purpose.

(m) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained, or permitted in any Unit.

(n) Plastic garbage bags with ties placed inside of paper bags shall be utilized when disposing of garbage, and no garbage refuse containers are to be kept in corridors, stairwells, garage or balconies but shall be placed only in rubbish chute or brought into garbage room in the garage area. No cartons or boxes may be placed in the garbage chute; they should be deposited at appropriate place in basement.

*SALE - RENTAL SIGNS*

(o) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board. The right is reserved by the Developer, or its agents, to place and maintain on the Property until the sale of the last Unit, all models, sales offices, advertising signs and banners and lighting in connection therewith at such locations and in such forms as shall be determined by the Developer. There is also reserved unto the Developer, its agents and prospective Unit purchasers, the right of ingress, egress and transient parking in and through the Common Elements for such Unit sales purposes.

(p) After completion of construction of the Building, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

(q) The following rules apply to the patios and balconies:

(1) When outdoor carpeting is installed, colors must be selected which blend with the building and landscaping.

(2) In the event shrubs, potted plants or flower boxes are desired to be added, it must be done in a manner which compliments the Building, and must not add to the landscaping maintenance cost; special care must be taken to avoid danger from falling objects. However, no extra shrubs or flowers may be planted around patios, and no potted plants or flower boxes may be placed around the patios. Any additions must be kept in a neat and attractive condition by the individual Owner.

(3) Permanent, substantial year-round furniture that does not require covering may be kept on patio and balcony areas. Black, dark green, or redwood colors are preferred. All portable, folding furniture must be removed from balconies and patios by October 1st of each year. The lawn area around the Building cannot be used for any permanent placement of furniture.

(4) Only electric grills are permitted for barbecues in these areas, and self-cleaning types are preferred. When in use, all grills must be moved away from Building walls. Each Owner must keep his own equipment clean and neat and as unobtrusive as possible.

(5) The addition of awnings or screens of any nature or storage of any nature is not permitted.

(r) No boots, overshoes, umbrellas, etc. may be stored in the Common area corridors.

(s) The Unit restrictions in paragraphs (a) and (m) of this Article XIII shall not, however, be construed in such a manner as to prohibit an Owner from: (1) maintaining his personal professional library therein; (2) keeping his personal business or professional

records or accounts therein; or (3) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of paragraph (a) or (m) of this Article XIII.

EXHIBIT "A"

Unit 101C	4.1897	Unit 204A	3.6239
Unit 102C	4.1897	Unit 205K	3.3544
Unit 103F	3.8933	Unit 206J	4.2975
Unit 104K	3.3544	Unit 207I	4.2301
Unit 105C	4.1897	Unit 208B	3.2871
Unit 106C	4.1897	Unit 209H	3.9270
Unit 107B	3.2871	Unit 210B	3.2871
Unit 108D	4.0280		
Unit 109B	3.2871	Unit 301E	4.9710
		Unit 302E	4.9710
Unit 201I	4.2301	Unit 303G	3.6912
Unit 202J	4.2975	Unit 304E	4.9710
Unit 203K	3.3544	Unit 305E	4.9710
		Unit 306H	3.9270