

FILED FOR RECORD  
KANE COUNTY, ILL.

1581092

1980 NOV 21 PM 3:15

*Salomon E. Jengels*  
RECORDER OF DEEDS

SEE PLATS ATTACHED

BOOK 68 OF PLAT PAGES  
61, 62, 63, 64

DECLARATION

AND

BY-LAWS

OF

PREMISES AT

1925 Tall Oaks Drive

Aurora, Illinois

PURSUANT TO THE CONDOMINIUM PROPERTY ACT OF THE

STATE OF ILLINOIS

NAME - ACORN WOODS CONDOMINIUM

THIS INSTRUMENT PREPARED BY:  
Michael Cohen and Associates  
640 North LaSalle Street  
Chicago, Illinois 60610

*Mailed to:*  
PIONEER NATL. TITLE INS.  
69 W. WASHINGTON  
CHICAGO, ILL. 60602

*Attn: Gordon Johnson*

1561892

DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
FOR  
"ACORN WOODS CONDOMINIUM"

CONDOMINIUM DOCUMENTS

Condominium Declaration

Exhibit A - Legal Description of Units

Exhibit B - Schedule of Percentage Interests in Common Elements

Exhibit C - By-Laws

Exhibit D - Plats of Survey of the Parcel and the Units

Exhibit E - Legal Description of Parcel

1561892

2

PROPERTY OF POOR QUALITY

DECLARATION OF CONDOMINIUM  
PURSUANT TO THE CONDOMINIUM PROPERTY ACT

ACORN WOODS CONDOMINIUM

This Declaration made and entered into this 3<sup>RD</sup> day  
of July, 1980, by AMALGAMATED TRUST AND SAVINGS BANK, an  
Illinois banking corporation, as Trustee under Trust Agreement dated  
August 16, 1979, and known as Trust Number 3991, and not individually  
(hereinafter sometimes referred to as "the Trustee"):

W I T N E S S E T H:

WHEREAS, the Trustee is the owner in fee simple of certain real  
estate, hereinafter described, in Aurora, Kane County, Illinois; and

WHEREAS, the Trustee intends to, and does hereby submit such  
real estate together with all buildings, structures, improvements and  
other permanent fixtures of whatsoever kind thereon, and all rights and  
privileges belonging or in any way pertaining thereto, to the provisions  
of the Illinois Condominium Property Act; and

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

WHEREAS, the Trustee desires and intends that the several Unit  
Owners, mortgagees, occupants, and other persons hereafter acquiring any  
interest in the Property shall at all times enjoy the benefits of, and  
shall hold their interests subject to the rights, easements, privileges,  
and restrictions hereinafter set forth, all of which are declared to be  
in furtherance of a plan to promote and protect the cooperative aspect of  
the Property and are established for the purpose of enhancing and  
perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Trustee DECLARES as follows:

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

"Parcel", "Property", "Unit", "Common Elements", "Person", "Unit Owner", "Plat", "Record", "Condominium Instruments", "Common Expenses", "Reserves", "Association", "Limited Common Elements", "Building".

(b) The word "Occupant" means a person, or persons, other than a Unit Owner, in possession of one or more Units.

(c) The word "Board" whenever used herein means the Board of Managers elected as hereinafter provided.

(d) The word "Developer" whenever used herein means the Y.P. AURORA LIMITED PARTNERSHIP, an Illinois limited partnership, and its successors and assigns, or such other persons or entities as the beneficiary of the Trustee may from time to time designate.

(e) The words "Maintenance Fund" whenever used herein mean all monies collected by the Association pursuant to the terms hereof.

(f) The words "Parking Area" mean that portion of the Common Elements designated for the parking of automobiles and motorcycles and so designated on the Plat attached hereto as Exhibit "D".

(g) The words "First Mortgagee" mean a person, bank, savings and loan association, insurance company or other entity, which, or who, owns and holds a first mortgage or first trust deed, with respect to any portion of the Property.

2. LEGAL DESCRIPTION OF PARCEL: The Parcel hereby submitted to the Provisions of the Act is legally described as stated in Exhibit "E" attached hereto and made a part hereof.

3. DESCRIPTION OF UNITS: All Units are delineated on the Plat attached hereto as Exhibit "D" and made a part of this Declaration. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Said Units are legally described on Exhibit "A" attached hereto and made a part hereof.

4. OWNERSHIP AND USE OF THE COMMON ELEMENTS:

(a) The Common Elements consist of all portions of the Property except the Units, including without limiting the generality of the foregoing, the Parcel, stairways, corridors, roofs, storage areas, swimming pool, master TV antennas, mechanical rooms, and equipment therein, clubhouse, central heating, laundry rooms, and structural parts of the improvements on the Parcel.

(b) The Limited Common Elements are that part of the Common Elements contiguous to and serving exclusively a single Unit as an inseparable appurtenance thereto including specifically such portions of the patios and balconies which lie outside the Unit boundaries, pipes, ducts, flues, shafts, electrical wiring or conduits or other system or component parts thereof, which serves a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit. The Trustee hereby assigns to each Unit Owner the Limited Common Elements appurtenant to his Unit as set forth herein.

(c) Each Unit Owner shall own an undivided interest in the Common Elements, in the percentage set forth in Exhibit "B" attached hereto and made a part hereof, as a tenant in common with all the other Unit Owners. Except as otherwise limited by the Condominium Instruments and the rules and regulations adopted from time to time by the Association, each Unit Owner, his agents, permitted tenants, family members and invitees shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by the Condominium Instruments, which right shall be appurtenant to, and run with, his Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving only his Unit and the Limited Common Elements access to which is available only through his Unit. The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to, and run with the Unit of such Unit Owner. Except as set forth in the preceding sentence, Limited Common Elements may not be transferred between or among Unit Owners.

#### 5. ENCROACHMENTS AND EASEMENTS:

(a) If any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of any Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date this Declaration is recorded, a valid easement for an encroachment shall in no event be created in favor of any owner of a Unit other than the Trustee or the Developer or in favor of the owners of the Common Elements if such encroachment occurred due to the wilful conduct of said owner or owners.

(b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace

water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements, as they exist on the date of the recording hereof.

(c) All easements and rights described herein are easements appurtenant, running with the Parcel, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said Parcel, or any part or portion thereof.

(d) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

6. PIPES, ETC: All pipes, wires, ducts, flues, chutes, conduits, electrical and telephone lines (to the outlets on the inside of the walls in the Units), and structural components located in or running through a Unit and serving more than one Unit shall be deemed part of the Common Elements but shall not be deemed to be Limited Common Elements. No Unit Owner may take any action which would interfere with the ability of the Association to repair, replace or maintain said Common Elements as provided herein.

7. SALE, LEASE OR OTHER ALIENATION:

(a) In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the common expenses.

(b) If a lease, sublease or assignment of lease with respect to any Unit is made by any Unit Owner, lessee, sub-lessee, or assignee, the lessee, sub-lessee or assignee thereunder shall be bound by and be subject to all of the obligations of the owner with respect to such Unit as provided in this Declaration, and the lease, sublease or assignment shall expressly so provide. The person making any such lease, sublease or assignment shall not be relieved thereby from any of his obligations hereunder.

(c) Upon the written request of any prospective transferor, purchaser or mortgagee of a Unit, the Association, by its Secretary, shall issue a written and acknowledged certificate evidencing payment of all assessments.

8. FORMATION OF ASSOCIATION:

(a) The Developer, prior to the first annual meeting of Unit Owners, or the Association, thereafter, may cause the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the Property and to act as the Association.

(b) Whether or not the Association is incorporated:

(i) each Unit Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Unit Owner shall automatically become a member therein;

(ii) the provisions of Exhibit "C" of this Declaration shall be adopted as the By-Laws of such Association;

(iii) the name of such Association shall be ACORN WOODS CONDOMINIUM ASSOCIATION, or a similar name.

9. INSURANCE:

(a) The Association shall acquire and pay for out of the Maintenance Fund herein provided for, the following:

(i) Such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems advisable in the operation, and for the protection, of the Common Elements and the Units. 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 this Declaration and the Act.

The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds

resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of any loss resulting in the destruction of the major portion of one or more Units, occurring after the first annual meeting of the Unit Owners is held pursuant to the provisions of the By-Laws, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

(ii) Comprehensive public liability and property damage insurance in such limits as the Association shall deem desirable provided that such limit shall not be less than \$1,000,000.00 per occurrence, for personal injury and/or property damage, insuring the Association, the members of the Board, the managing agent, if any, and their respective agents and employees, and the Unit Owners from any liability in connection with those portions of the Property.

(iii) Such other forms of insurance as the Association shall elect to effect including such Workmen's Compensation insurance as may be necessary to comply with applicable laws.

(iv) In the event the Federal Home Loan Mortgage Corporation ("FHLMC") is a Mortgagee or an assignee of a Mortgagee with respect to any Unit, a fidelity bond or bonds to protect against dishonest acts on the part of the officers, directors, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such bond or bonds shall name the Association as an obligee and shall be in such amount as is required by the FHLMC. Such bond or bonds shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee."

(b) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be Common Expenses.



(c) The Association shall secure insurance policies that will provide for the following:

(i) with respect to the insurance provided for in (a)(ii) of this paragraph, for coverage of cross liability claims of one insured against another; and

(ii) a waiver of any rights to subrogation by the insuring company against any named insured.

(d) The Association may, but shall not be required to, secure policies providing:

(i) with respect to the insurance provided for in (a)(i) of this paragraph, that the policy cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners;

(ii) with respect to the insurance provided for in (a)(i) of this paragraph, that the insurer shall not have the option to restore the Property, if the Property is sold or removed from the provisions of the Act.

(e) Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and insurance for his personal liability to the extent not covered by insurance maintained by the Association shall be the responsibility of each such Unit Owner.

(f) Upon the cancellation of any policy of insurance which the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.

10. SEPARATE REAL ESTATE TAXES: It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and its corresponding percentage of ownership of the Common Elements, as provided in the Act. In the event that for any years such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then the Association shall collect from each Unit Owner his proportionate share thereof in accordance with his respective percentage of ownership of the Common Elements, and such taxes, levied on the Property as a whole, shall be considered a Common Element.

11. USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS: The Units and Common Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed; provided, however, that a Unit may be designated as an office to carry on the business of the Association.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. 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 Association. The right is reserved by the Trustee and the Developer or their agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements. Until all the Units are sold and conveyed, the Trustee and the Developer, his agent and invitees shall be entitled to access, ingress and egress to the Property as they shall deem necessary in connection with the sale of, or work in, any Building or any Unit. The Trustee and the Developer shall have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith.

This Paragraph 11 shall not be construed to prevent or prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his Unit.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit and the Limited Common Elements appurtenant thereto in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of any Building, shall be subject to the rules and regulations of the Association.

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

(e) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna (except as installed as of the date this Declaration is recorded or except as thereafter installed by Developer) shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Association. No air conditioning equipment of whatever type other than those installed as of the date this Declaration is recorded or those thereafter installed by the Developer may be installed without the prior written permission of the Association.

(f) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements.

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

(h) Nothing shall be done in any Unit or in, on or to the Common Elements which would impair the structural integrity of any Building or which would structurally change any Building except as constructed or altered by or with the permission of the Developer or the Association.

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

(j) No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on, any part of the Common Elements without the prior consent of, and subject to any regulations of the Association.

(k) Except as constructed or altered by or with the permission of the Developer at any time prior to the first annual meeting of the Unit Owners, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

(l) Each Unit Owner and the Association hereby waives and releases any and all claims which he or it may have against any other Unit Owner, the Association, members of the Board, the Developer, the Trustee, the beneficiaries of the Trustee, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located

In the Units or Common Elements, caused by fire or other casualty or any act or omission referred to in Paragraph 11(m), to the extent that such damage is covered by fire or other form of hazard insurance.

(m) If the act or omission of a Unit Owner, or of a member of his family, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provisions of Paragraph 11 (l).

(n) Any release or waiver referred to in Paragraph 11 (l) and 11 (m) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

(o) No Unit Owner shall operate any machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Association, an unreasonable disturbance to others. Nor shall any Unit Owner connect any machine, appliance, accessory or equipment to the heating system or plumbing system, without the prior written consent of the Association.

12. PARKING: Until such time as all Units have been sold, the Developer shall have the sole and exclusive right to license to any Unit Owner the privilege to use one or more portions of the Parking Area for the parking of one or more automobiles. After all the Units have been sold, the aforesaid right shall vest in the Association. Any Unit Owner who has been granted the privilege to use one or more portions of the Parking Area shall not be denied such privilege so long as such Unit Owner (i) owns his Unit; and (ii) is not in violation of the Declaration, By-Laws, or rules and regulations of the Association. No Unit Owner shall have the right to assign or otherwise transfer any privilege to use one or more portions of the Parking Area licensed to him pursuant to this paragraph, provided, however, that a tenant of a Unit Owner who has been granted such a privilege may park in the Parking Area subject to the terms of this paragraph.

13. VIOLATION OF DECLARATION: The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein contained or in the by-laws shall, in addition to any other rights provided for in this Declaration, give the Association the right: (a) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (b) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has (a) first given the Unit Owner alleged to have violated any restriction, condition, rule or regulation adopted by the Association or to be in breach of any covenant or provision herein contained, a hearing on such allegations pursuant to rules and regulations adopted by the Association, (b) the Association shall have determined such allegations to be true, and (c) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to the Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this Paragraph 13, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials shall be paid by the Unit Owner in violation, and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

Furthermore, if after hearing and finding as aforesaid and failure of the Unit Owner to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Unit owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all the right, title and interest of the Unit Owner in the Property shall be sold at a judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the

Property sold subject to this Declaration.

14. OFFICE, ENGINEER, AND RESIDENT MANAGER APARTMENTS: The Developer reserves the right and agrees to cause the Trustee to convey not more than two (2) Units to the Association subject to: (i) this Declaration, the Act, covenants, conditions, easements and restrictions of record, and, in general, all matters which buyers of Units from the Developer take title subject to as set forth in real estate contracts between Developer and buyers of Units; and (ii) a mortgage or trust deed securing a note not to exceed 95% of the price at which the Unit would have been offered to tenants, for use as the management office, and/or resident manager's apartment, and/or engineer's apartment, or such other lawful use as the Association deems proper. From and after said conveyance to the Association, the Association shall perform, on behalf of all Unit Owners, all of the obligations appurtenant to such Units. All costs incurred by the Association with respect to such Units (including, but without limitation, real estate taxes, repairs, maintenance, decorating, utility charges, mortgage principal and interest payments, insurance and similar expenses) shall be deemed to be and shall be included as Common Expenses assessed pursuant to this Declaration in the same manner as would have been required had such Units been established as part of the Common Elements rather than as Units, until such time as such Units are no longer used for the purposes of the Association, at which time the aforesaid costs shall be borne by the owner thereof, or the Association, as otherwise provided herein.

15. ENTRY BY ASSOCIATION: The Association or its officers, agents or employees may enter any Unit when necessary in connection with any painting, maintenance, repair or reconstruction for which the Association is responsible, or which the Association has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and except in the event of emergency shall be done upon reasonable notice to the Unit Owner. Any damage caused thereby shall be repaired by the Association as a Common Expense.

16. GRANTEES: Each grantee of the Trustee or the Developer, each purchaser under Articles of Agreement for Deed and each tenant under a lease accepts the Unit subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdictions, rights and powers created or reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

17. **FAILURE TO ENFORCE:** No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

18. **ARBITRATION:** Any controversy between Unit Owners or any claim by a Unit Owner against the Association or another Unit Owner arising out of or relating to the Declaration, By-Laws, or Rules and Regulations of the Association shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

19. **NOTICES:** Whenever any notice is required to be given under the provisions of this Declaration, or the By-Laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice, provided such waiver or the time of giving same is not contrary to the provisions of the Act. Notices required to be given to any devisee or personal representative of a deceased Unit Owner shall be delivered by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

Other notices required or permitted to be given shall be in writing and shall be given in the manner set forth in the Condominium Instruments.

20. **AMENDMENTS:** Except as hereinafter otherwise provided, the provisions of Paragraph 1,2,3,4,5,6, and this Paragraph 20 of this Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the Unit Owners and each mortgagee having a bona fide lien of record against any Unit. Except as herein otherwise provided, other provisions of this Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board and containing an affidavit by an officer of the Association certifying that (i) such amendment, change or modification, has been approved by at least 75% of the Unit Owners; and (ii) a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. Any amendment, change or modification shall conform to the provisions of the Act and shall be effective upon recordation thereof. No change, modification or amendment which affects the rights, privileges or obligations of the Trustee or the Developer shall be effective without the prior written consent of the Trustee or Developer. The By-Laws may be amended in accordance with the provisions of Article XII thereof.

21. VIOLATIONS OF CERTAIN RULES: If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the now incumbent President of the United States and the now incumbent Vice-President of the United States.

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

23. CONSTRUCTION: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium development.

24. CHANGES OR MODIFICATIONS BY THE DEVELOPER: Until the first annual meeting of Unit Owners is called, the Developer, or its successors or assigns, shall have the right to change or modify the Condominium Instruments, which change or modification shall be effective upon the recording thereof; provided, however, that the provisions of Paragraph (h) Section 2 of Article VI of the By-Laws hereof shall not be amended, modified or changed without the consent of any First Mortgagee affected thereby, and provided further that such right shall only be exercised (i) to bring the Declaration into compliance with the Act; or (ii) to correct clerical or typographical errors in the Declaration; or (iii) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, The Department of Housing and Urban Development, The Federal Housing Association, The Veteran's Administration, or any other governmental agency, or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; or (iv) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownerships. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make any change or modification as authorized hereunder on behalf of each Unit Owner as attorney-in-fact for such Unit Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power to the Developer as aforesaid.




25. TRUSTEES: In the event title to any Unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such Unit. No claim shall be made against any such title holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or the title of such real estate.

26. EXECUTION BY THE TRUSTEE: It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Amalgamated Trust and Savings Bank or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the said Amalgamated Trust and Savings Bank, 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 on the day and year first above written.

AMALGAMATED TRUST AND SAVINGS BANK  
As Trustee as aforesaid, and not individually,

By: H. Blumenthal  
Its Asst. Vice President

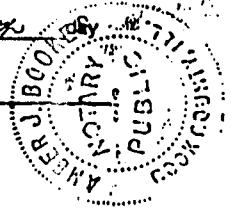
 William E. Navolac  
Its Asst. Secretary

STATE OF ILLINOIS       )  
                                  ) ss.  
COUNTY OF C O O K       )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that KATHARINE E. BLUMENTHAL, and WILLIAM E. NAVOLIO, Asst. Vice President and Asst. Secretary, respectively, of Amalgamated Trust and Savings Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Asst. Vice President and Asst. Secretary they signed and delivered the said instrument as Asst. Vice President and Asst. Secretary of said company, for the uses and purposes therein set forth; and the said Asst. Secretary did also then and there acknowledge that he, as custodian of the corporate seal of the Company, did affix the said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN, under my Hand and Official Seal, this 10th day of September, A.D., 1922.

Amalgamated Trust and Savings Bank  
NOTARY PUBLIC

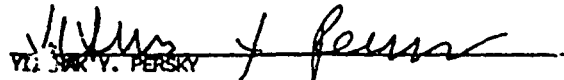


CERTIFICATE

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

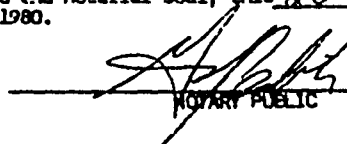
YITZHAK Y. PERSKY hereby certifies that:

1. He is a general partner of Y.P. AURORA LIMITED PARTNERSHIP, an Illinois limited partnership, Developer of Acorn Woods Condominium.
2. A Notice of Intent ("Notice") in the form and substance required by Section 10 of the Illinois Condominium Property Act was given to all persons who were tenants of the property described in Paragraph 2 of the Declaration of Condominium to which this Certificate is attached on January 25, 1980, the date the Notice was delivered to all such tenants.
3. Said Notice was given to the tenants aforesaid prior to the execution by the undersigned, or any agent of the undersigned, of any agreement for the sale of a unit at Acorn Woods Condominium.

  
YITZHAK Y. PERSKY

I, GARY PECHTER, a Notary Public in and for said County and State, do hereby certify that YITZHAK Y. PERSKY personally known to me to be the same person whose name is subscribed to the foregoing Certificate appeared before me this day in person and acknowledged that her signed, sealed and delivered said Certificate as his free and voluntary act, and as the free and voluntary act of Y.P. AURORA LIMITED PARTNERSHIP, an Illinois limited partnership, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal, this 20 day  
of NOVEMBER, 1980.

  
NOTARY PUBLIC

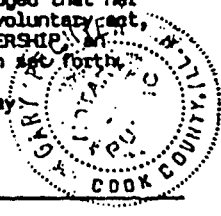


EXHIBIT "A"

LIST OF UNITS

Units 1101-1110, 2101-2110, 3101-3110, 1201-1210, 2201-2210, 3201-3210, 1301-1310, 2301-2310, 3301-3310, 1401-1410, 2401-2410, 3401-3410, 1501-1510, 2501-2510, 3501-3510, 1601-1610, 2601-2610, 3601-3610, 1701-1710, 2701-2710, 3701-3710, 1801-1810, 2801-2810, 3801-3810, 1901-1910, 2901-2910, 3901-3910 in Acorn Woods Condominium as delineated on Plat of Survey of the following described parcel of real estate:

That part of the Northwest quarter of Section 12, Township 38 North, Range 8, East of the Third Principal Meridian, described as commencing at the intersection of the North line of said Northwest quarter and the Westerly line of a 45 foot wide roadway easement (known as Selmurten Road); thence South 04 degrees 07' 31" West along said Westerly line of easement 0.24 feet to an angle in said Westerly line; thence South 01 degrees 07' 31" West along said Westerly line of easement 90.0 feet to the point of beginning of this description; thence continuing South 01 degrees 07' 31" West along said West line of easement to its intersection with the center line of Mollitor Road, as said center line was established by document number 744276, at a point on said center line 422.23 feet Westerly, as measured along said center line, of its intersection with the East line of said Northwest quarter of Section 12; thence North 89 degrees 44' 40" West along the center line of Mollitor Road aforesaid to the East line of Elizabeth Graf Farm Subdivision Unit 5; thence North 00 degrees 23' 22" East along the East line of said Elizabeth Graf Farm Subdivision Unit 5 and its Northerly extension thereof to the Northeast corner of tract of land conveyed to Carl and Elizabeth Graf by Deed recorded in Record Book 1156, page 251, in Kane County, Illinois; thence North 38 degrees 41' 50" East 163.50 feet to the most Easterly Southeast corner of property as described in Exhibit "F" in document #1415274; thence North 53 degrees 52' 29" East along the most Easterly Southeast line of property as described in Exhibit "F" aforesaid, 40.28 feet to the most Easterly corner thereof; then Northwesterly along an arc of a circle, being the most Easterly Northeast line of property as described in Exhibit "F" in document #1415274 aforesaid having a radius of 120.0 feet for a distance of 33.16 feet, to the most Southerly corner of property as described in Exhibit "A" in document #1470872; thence North 43 degrees 45' 35" East along the Southeasterly line of property as described in Exhibit "A" aforesaid, 421.51 feet to a corner therein; thence South 69 degrees 53' 53" East, 257.49 feet to the point of beginning, (excepting therefrom the South 33.0 feet thereof) in Kane County, Illinois.

which Plat of Survey is attached on Exhibit "D" to Declaration of Condominium made by Amalgamated Trust and Savings Bank, an Illinois banking corporation, as Trustee under Trust Agreement dated August 16, 1979, and known as Trust Number 3991, recorded in the Office of the Recorder of Deeds of Kane County, Illinois, as Document Number \_\_\_\_\_.

A-1

1561892

20

EXHIBIT "B"  
TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
FOR  
ACORN WOODS CONDOMINIUM

BUILDING 1 1870 Tall Oaks Drive		BUILDING 2 1850 Tall Oaks Drive		BUILDING 3 1855 Tall Oaks Drive	
Unit No.	Percentage Interest	Unit No.	Percentage Interest	Unit No.	Percentage Interest
1101	.0030805	1201	.0030805	1301	.0030805
1102	.0033004	1202	.0033004	1302	.0033004
1103	.0045118	1203	.0045118	1303	.0045118
1104	.0025308	1204	.0025308	1304	.0025308
1105	.0031905	1205	.0031905	1305	.0031905
1106	.0045663	1206	.0045118	1306	.0045663
1107	.0033559	1207	.0033004	1307	.0033559
1108	.0045663	1208	.0045118	1308	.0045663
1109	.0034658	1209	.0034658	1309	.0034658
1110	.0039611	1210	.0039611	1310	.0039611
2101	.0031905	2201	.0031905	2301	.0031905
2102	.0034103	2202	.0034103	2302	.0034103
2103	.0047317	2203	.0047317	2303	.0047317
2104	.0035758	2204	.0035758	2304	.0035758
2105	.0040710	2205	.0040710	2305	.0040710
2106	.0047317	2206	.0047317	2306	.0047317
2107	.0035213	2207	.0034103	2307	.0035213
2108	.0047317	2208	.0047317	2308	.0047317
2109	.0035758	2209	.0035758	2309	.0035758
2110	.0040710	2210	.0040710	2310	.0040710
3101	.0031360	3201	.0031360	3301	.0031360
3102	.0033559	3202	.0033559	3302	.0033559
3103	.0046217	3203	.0046217	3303	.0046217
3104	.0036310	3204	.0036310	3304	.0036310
3105	.0040165	3205	.0040165	3305	.0040165
3106	.0046762	3206	.0046217	3306	.0046762
3107	.0034658	3207	.0033559	3307	.0034658
3108	.0046762	3208	.0046217	3308	.0046762
3109	.0036310	3209	.0036310	3309	.0036310
3110	.0040165	3210	.0040165	3310	.0040165

B-1

1561892

21

**BUILDING 4**  
**1875 Tall Oaks Drive**

Unit No.	Percentage Interest
1401	.0030805
1402	.0033004
1403	.0045118
1404	.0025308
1405	.0031905
1406	.0045663
1407	.0033004
1408	.0045663
1409	.0034658
1410	.0039611
2401	.0031905
2402	.0034103
2403	.0047317
2404	.0035758
2405	.0040710
2406	.0047317
2407	.0034103
2408	.0047317
2409	.0035758
2410	.0040710
3401	.0031360
3402	.0033559
3403	.0046217
3404	.0036310
3405	.0040165
3406	.0046217
3407	.0033559
3408	.0046217
3409	.0036310
3410	.0040165

**BUILDING 5**  
**1895 Tall Oaks Drive**

Unit No.	Percentage Interest
1501	.0030805
1502	.0033559
1503	.0045118
1504	.0025308
1505	.0031905
1506	.0044563
1507	.0033004
1508	.0045118
1509	.0034658
1510	.0039611
2501	.0031905
2502	.0035213
2503	.0047317
2504	.0035758
2505	.0040710
2506	.0047317
2507	.0034103
2508	.0047317
2509	.0035758
2510	.0040710
3501	.0031360
3502	.0034658
3503	.0047317
3504	.0036310
3505	.0040710
3506	.0047317
3507	.0034103
3508	.0047317
3509	.0035758
3510	.0040710

**BUILDING 6**  
**1905 Tall Oaks Drive**

Unit No.	Percentage Interest
1601	.0030805
1602	.0033559
1603	.0035213
1604	.0034658
1605	.0041265
1606	.0031360
1607	.0033004
1608	.0034658
1609	.0025308
1610	.0031905
2601	.0031905
2602	.0034658
2603	.0036310
2604	.0036310
2605	.0042909
2606	.0031905
2607	.0034103
2608	.0036310
2609	.0035213
2610	.0042909
3601	.0031360
3602	.0034103
3603	.0035758
3604	.0036310
3605	.0042909
3606	.0031360
3607	.0033559
3608	.0035758
3609	.0035758
3610	.0041810

**BUILDING 7**  
**1925 Tall Oaks Drive**

Unit No.	Percentage Interest
1701	.0030805
1702	.0034658
1703	.0045663
1704	.0034658
1705	.0041265
1706	.0031360
1707	.0033004
1708	.0034658
1709	.0025308
1710	.0031905
2701	.0031905
2702	.0035213
2703	.0047317
2704	.0036310
2705	.0042909
2706	.0031905
2707	.0034103
2708	.0036310
2709	.0035213
2710	.0042945
3701	.0031360
3702	.0035213
3703	.0047317
3704	.0036310
3705	.0042909
3706	.0031905
3707	.0033559
3708	.0035758
3709	.0035758
3710	.0041810

**BUILDING 8**  
**1960 Selmarton Drive**

Unit No.	Percentage Interest
1801	.0030805
1802	.0033004
1803	.0035213
1804	.0034103
1805	.0040710
1806	.0030805
1807	.0033004
1808	.0034658
1809	.0025308
1810	.0031905
2801	.0031905
2802	.0034103
2803	.0036310
2804	.0035758
2805	.0042909
2806	.0031905
2807	.0034103
2808	.0036310
2809	.0035213
2810	.0042909
3801	.0031360
3802	.0033559
3803	.0035758
3804	.0036310
3805	.0042909
3806	.0031360
3807	.0033559
3808	.0035758
3809	.0035758
3810	.0041810

**BUILDING 9**  
**1980 Selmarton Drive**

Unit No.	Percentage Interest
1901	.0030805
1902	.0034103
1903	.0035213
1904	.0034103
1905	.0040710
1906	.0030805
1907	.0033004
1908	.0034658
1909	.0025308
1910	.0031905
2901	.0031905
2902	.0035213
2903	.0036310
2904	.0035758
2905	.0042909
2906	.0031905
2907	.0034103
2908	.0036310
2909	.0035213
2910	.0042909
3901	.0031360
3902	.0035213
3903	.0035758
3904	.0036310
3905	.0042909
3906	.0031360
3907	.0033559
3908	.0035758
3909	.0035758
3910	.0041810

EXHIBIT "C"

BY-LAWS  
OF

ACORN WOODS CONDOMINIUM ASSOCIATION

ARTICLE I

The Association is responsible for the overall administration of the Property through its duly elected Board. Whether or not incorporated, the Association shall have such powers, not inconsistent with the Act, as are now or may hereafter be granted by the General Not-For-Profit Corporation Act, of the State of Illinois. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments.

ARTICLE II  
Members

SECTION I. CLASSES OF MEMBERS, MEMBERSHIP, AND TERMINATION THEREOF.

The Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit owner from any liability or obligation incurred under or in any way connected with the condominium or the Association, during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner arising from, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

SECTION II. VOTES AND VOTING RIGHTS:

(a) The Developer shall determine all matters concerning the Association until the date of the first annual meeting of the members of the Association, as provided in Article III, Section I hereof.



(b) Commencing with the date of the said first annual meeting of the members, the total number of votes of all members shall be 100; provided, however, that in the event the Association owns one or two Units, the total number of votes for all members shall be reduced by the percentage ownership interest of the Common Elements allocated to said Unit or Units. Each member shall be entitled to the number of votes equal to his percentage ownership interest in the Common Elements (as defined in the Declaration) at the time any matter is submitted to a vote of the members.

(c) If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner.

(d) Any specified percentage of the members, whether majority or otherwise, for purposes of voting or for any other purpose, wherever provided in the condominium instruments, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the Condominium as provided in the Declaration, provided, however, that when 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes as provided herein, any percentage vote of the members specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

#### SECTION III. TRANSFER OF MEMBERSHIP:

Membership in this Association is not transferable or assignable, except as provided in Article II, Section I, hereof.

#### ARTICLE III Meetings of Members

SECTION I. ANNUAL MEETING: The first annual meeting of the members shall be held on such date as is fixed by the Developer, which date shall in no event be later than the earlier of (a) three (3) years from the date the Declaration is recorded in the Office of the Recorder of Deeds of Kane County, Illinois; (b) sixty (60) days from the date when 75% of the Units have been conveyed by the Trustee; or (c) such earlier time as selected by the Developer. Thereafter, an annual meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall

be held on such date as is selected by the Board which date is within thirty (30) days before or after the anniversary of the first annual meeting of the members. If the election of Members of the Board shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

SECTION II. SPECIAL MEETINGS:

Special meetings of the members may be called by the Board, the President, or not less than 20% of the members. All matters to be considered at special meetings of the members called by not less than 20% of the members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the members called to consider such matters.

SECTION III. PLACE AND TIME OF MEETING:

All meetings of the members shall take place at such reasonable place or time designated by the Board, or such other person or persons calling the meeting.

SECTION IV. NOTICE OF MEETINGS:

Written or printed notice stating the purpose, place, day and hour of any meeting of members shall be delivered by mail to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting. The notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid.

SECTION V. QUORUM:

The members present at a meeting in person or by proxy, holding 20% of the votes which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the beginning of any meeting of members, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

SECTION VI. PROXIES:

At any meeting of members, a member entitled to vote may vote

either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution.

#### SECTION VII. MANNER OF ACTING:

Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of more than 50% of the members represented at such meeting. The following matters shall require the affirmative vote of 66 2/3% or more of all the members at a meeting duly called for that purpose:

- (a) Merger or consolidation of the Association;
- (b) Sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all, of the Property and assets of the Association; or
- (c) The purchase and sale of land or Units on behalf of the Unit Owners.

#### ARTICLE IV Board

##### SECTION I. IN GENERAL:

The affairs of the Association shall be managed by its Board of Managers, which shall act as the Board of Managers of the Condominium as provided in the Act and the Declaration.

##### SECTION II. NUMBER, TENURE AND QUALIFICATIONS:

Until the date of the first annual meeting of the members as hereinabove provided, the number of members of the Board shall be three (3), who shall be the directors named in the Articles of Incorporation of the Association, if the Association is incorporated; otherwise, the members of the Board shall be as appointed by the Developer. Commencing with the date of the first annual meeting of the members, the number of the members of the Board shall be expanded to seven (7) elected solely by, from and among, the members. Each of the first four (4) candidates in order of finish shall serve for a term of two (2) years and until his successor shall have been elected and qualified, each of the next three (3) candidates shall serve for a term of one (1) year and until his successor shall have been elected and qualified; thereafter each member of the Board shall serve for a term of two (2) years and until his

C-4

1561892

27

successor shall have been elected and qualified. The Board elected at such first annual meeting shall be the initial Board of Managers as provided in the Act. Each member of the Board shall hold office without compensation. In the event that a member of the Association is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a member of the Board. A member of the Board may succeed himself in office.

#### SECTION III. ELECTION:

At each annual meeting of the members, the members shall be entitled to vote on a cumulative 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 for the terms aforesaid.

#### SECTION IV. REGULAR MEETINGS:

A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of members. The Board shall, by regulations which the Board may, from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four times per year.

#### SECTION V. SPECIAL MEETINGS:

Special meetings of the Board may be called by or at the request of the President or a majority of the members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them. All meetings of the Board, whether regular or special, shall be open to the members of the Association.

#### SECTION VI. NOTICE:

Written notice of any special meeting of the Board shall be mailed to all members of the Association and all members of the Board, other than those who have called the meeting, at least 48 hours prior to date of such special meeting. Written notice of regular meetings of the Board shall be mailed to all members of the Association at least 48 hours prior to the date of such meeting. All such notices shall be deemed to be delivered when deposited in the United States mail addressed to each member at his address as it appears on the records of the Association,

with proper postage thereon prepaid. The business to be transacted at, or the purpose of any regular or special meeting of the Board, shall be specified in the notice. Notices of a regular meeting of the Board need not be served on members of the Board.

**SECTION VII. QUORUM:**

A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, provided, that if less than a majority of the members of the Board are present at the beginning of any meeting, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

**SECTION VIII. MANNER OF ACTING:**

The act of a majority of the members of the Board present at a meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in the Condominium Instruments.

**SECTION IX. VACANCIES:**

Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board shall be filled by a vote of a majority of the remaining members of the Board. A member elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Members of the Board, including those appointed by the Developer, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If, as a result of the death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members may be called to fill all vacancies for the unexpired terms of the members of the Board.

**SECTION X. REMOVAL:**

From and after the date of the first annual meeting of the members, any member of the Board may be removed from office by the affirmative vote of 66-2/3% of all the members of the Association at a special meeting called for such purpose.

**SECTION XI. ADOPTION OF RULES AND REGULATIONS:**

All rules and regulations, or amendments thereto, adopted by the Board shall be effective sixty (60) days after their adoption and

publication provided that the members may veto the rule or regulation at a special meeting of the members called for such purpose, and held before the effective date of the rule or regulation, by a vote of 75% of all the members of the Association.

ARTICLE V  
Officers

SECTION I. OFFICERS:

The Board shall elect the following officers from among the members of the Board: a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association; a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer who shall keep the financial records and books of account; and such additional officers as the Board shall see fit to elect.

SECTION II. ELECTION AND TERM OF OFFICE:

The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board, from among the members 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 possible. 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. An officer may succeed himself in office. Officers shall serve without compensation.

SECTION III. REMOVAL:

Any officer elected by the Board may be removed by a majority vote of the members of the Board.

SECTION IV. 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.

ARTICLE VI  
Powers and Duties of the Association and Board

SECTION I. GENERAL DUTIES, POWERS, ETC. OF THE BOARD:

The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act and the Condominium Instruments, including but not limited to the following:

- (a) Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements.
- (b) Preparation, adoption and distribution of the annual budget for the Property.
- (c) Levying of assessments.
- (d) Collection of assessments from Unit Owners.
- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (f) Obtaining adequate and appropriate kinds of insurance.
- (g) Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it.
- (h) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.
- (i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- (j) To have access to each Unit, from time to time, as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

SECTION II. SPECIFIC POWERS AND DUTIES:

(a) Anything herein contained to the contrary notwithstanding, the Association shall have the power:

- (1) to engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for

C-8

not more than three years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice;

(ii) to engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel;

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

(b) The Association shall acquire and make arrangements for, and pay for out of the Maintenance Fund, in addition to the manager, managing agent or other personnel above provided for, the following:

(i) water, waste removal, heating, electricity, telephone and other necessary utility service for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof;

(ii) such insurance as the Association is required or permitted to obtain as provided in the Declaration;

(iii) landscaping, gardening, snow removal, painting, cleaning, touchpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the Limited Common Elements (other than windows) or the air conditioning equipment serving individual Units which the Unit Owners enjoying the use thereof shall maintain, repair and replace as necessary) and furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements.

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



(v) any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Association constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses;

(vi) maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Unit Owner; provided that the Association shall levy a special assessment against such Unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(c) All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Association, and a written memorandum thereof prepared and signed by the Treasurer. There shall be no structural alterations, capital additions to, or capital improvements on, the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS, without the prior approval of 66-2/3% of the Unit Owners.

(d) Each year on or before November 1st, the Board shall

estimate the annual budget of Common Expenses (the "Annual Budget") including: the total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, all anticipated assessments and income and each Unit Owner's proposed Common Expense assessment. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days prior to the adoption thereof. The Association shall give Unit Owners notice as provided in Section 4, Article III of the By-Laws of the meeting of the Board at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted. Said Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before January 1st of the ensuing year, and the 1st day of each and every month of said year.

On or before the 1st day of April of each calendar year commencing 1981, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added, according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after rendering of the accounting. The Association may build up and maintain a reasonable Reserve for operations, contingencies and replacement.

In addition, the Developer shall collect from each grantee of the Trustee (except where the Association is the grantee as provided in Paragraph 14 of the Declaration) upon conveyance of the Unit, an amount equal to 1/6 of the Unit's proportionate share of the first Annual Budget prepared by the Developer. To establish such Reserve, the Developer shall collect from each Unit Owner upon conveyance by the Trustee of the Unit to such Unit Owner, an amount equal to 1/6 of the Annual Budget as initially established by the Developer and shall remit such amount to the

Association. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserve. In addition, the Association shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency upon such conditions as the Association deems appropriate.

If the annual budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any non-recurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Association may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Association may determine. The Board shall serve notice of such further assessment on all Unit Owners (in the manner provided in the By-Laws) by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Association, provided, however, that in the event such further assessment with respect to any Unit exceeds the greater of five times such Unit's most recent monthly installment of Common Expenses or \$300.00, such further assessment for all Units shall not be effective until approved by 66-2/3% of the Unit Owners at a meeting of Unit Owners duly called for such purpose. All Unit Owners shall be obligated to pay the further assessment.

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

The Association may establish user charges with respect to use of the swimming pool, clubhouse and other amenities. Such charges shall be billed to the Unit Owner who, or whose guest, makes use of such facilities. All such user charges, if not paid when due, shall become a lien on the Unit of the respective Unit Owner and may be perfected and foreclosed in the manner provided in Section 9 of the Act. Nothing herein contained shall require the establishment of user charges with respect to all or any one or more of such amenities.

The Association shall permit owners and occupants of the development now known as Oak Creek Woods to become members of and use the swimming pool and clubhouse facilities of the Association. The fees charged to said owners and tenants of Oak Creek Woods, shall not exceed an equitable sharing of the cost of operation of said facilities between Unit Owners and owners and tenants of Oak Creek Woods, plus a reasonable profit. Owners and tenants of Oak Creek Woods shall have the same privileges to use the swimming pool and clubhouse facilities as Unit Owners. This right to use the swimming pool and clubhouse facilities shall only extend to those buildings of Oak Creek Woods in existence or under construction as of August 16, 1979. The Association may also allow people other than Unit Owners and owners and tenants of Oak Creek Woods to use the facilities of the Association on such terms and at such fees as the Association determines.

(e) The Association shall keep full and correct books of account and the same shall be open for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special 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 Unit Owners in their relative percentages of ownership interest in the Common Elements.

(f) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of the greater of \$25.00 or five (5%) percent of the balance of the aforesaid charges and assessments for each month, or part thereof, that said balance, or any part thereof remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys fees to be fixed by the Court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the

assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

(g) Upon ten (10) days' notice to the Association, and the payment of a reasonable fee fixed by the Association not to exceed Fifteen (\$15.00) Dollars, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

(h) Any mortgage or trust deed owned or held by a First Mortgagee and recorded prior to the recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from, claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid, except for a proportionate share of any special assessment levied against all Units to collect an amount equal to unpaid common and special assessments levied against the Unit prior to the time the First Mortgagee takes possession thereof. The lien of any mortgage or trust deed owned or held by a First Mortgagee shall be superior to the lien set forth in Paragraph 13 of the Declaration.

(i) The Association may, pursuant to the provisions of Section 11, Article IV of these By-Laws, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the Common Elements and the Units, not inconsistent with the terms of the Declaration, as it sees fit, and the Unit Owners shall conform to, and abide by, such rules and regulations. Written notice of such rules and regulations shall be delivered to all Unit Owners and occupants. A violation of such rules or regulations shall be delivered to all Unit Owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of the Declaration.

(j) The Association may number and assign to any Unit Owner the exclusive privilege to use for storage purposes any portion of the Property designated for such purposes; provided, however, that the

Association shall have the right of access to all such storage spaces which contain pipes, or other portions of the Common Elements, which the Association has the duty or right to maintain, repair or replace. Any such designation by the Association shall not thereafter be changed except upon the affirmative vote of a majority of the Unit Owners. All property stored in any storage area shall be at the sole risk of the respective Unit Owner who has the privilege to use the same and neither the Association nor any other Unit Owner shall be considered a bailee or otherwise responsible therefor.

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

(l) Except as provided in sub-paragraph (f) of this Article with respect to legal action for collection of unpaid maintenance expenses, and for the enforcement of liens with respect thereto, or with respect to enforcement of liens or other litigation for collection of unpaid Common Expenses, the Association shall not commence litigation, either in its own name or on behalf of the Unit Owners, without the affirmative approval of 66-2/3% of the Unit Owners obtained at an annual meeting of the Unit Owners or a special meeting of Unit Owners called for such purpose.

(m) At the request of any First Mortgagee, the Association shall give such First Mortgagee notice of any default by the Unit Owner whose Unit is encumbered by the mortgage or trust deed owned or held by the First Mortgagee in the performance of the Unit Owner's duties hereunder, in the event the default is not cured within sixty (60) days after notice from the Association.

(n) The Association shall allow any First Mortgagee to examine the books and records of the Association during reasonable business hours and to receive, on request, annual reports and other financial data prepared by the Association or at its direction.

(o) In the event the Federal Home Loan Mortgage Corporation is a First Mortgagee or assignee of a First Mortgagee, the Association shall give the Federal Home Loan Mortgage Corporation n/o the servicer of such mortgage notice in writing of (1) any loss to, or taking of, the Common Elements, if the amount of such taking or loss exceeds \$10,000.00, and (2) any loss to, or taking of, a Unit as to which the Federal Home Loan Mortgage Corporation is a First Mortgagee, or an assignee of a First Mortgagee, if the amount of loss or taking exceeds \$1,000.00.

ARTICLE VII  
Contracts, Checks, Deposits and Funds

SECTION I. 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.

SECTION II. 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 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 resolution of the Association. In the absence of such determination by the Association, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

SECTION III. DEPOSITS:

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

SECTION IV. GIFTS:

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 VIII  
Books and Records

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its 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 members entitled to vote. All books and records of the Association 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 Association shall begin on the first day of January and end on the last day of December.

ARTICLE X  
Seal

If the Association is incorporated, the Board shall provide 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 XI  
Waiver of Notice

Whenever any notice whatsoever 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 By-Laws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instrument) 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

Until the date of the first annual meeting of the members, these By-Laws may be altered, amended or repealed, and new By-Laws may be adopted, by the affirmative vote of a majority of the directors in office. From and after the date of the first annual meeting of the members, these By-Laws, except paragraphs (d) and (h) of Section II of Article VI, Article XIV and this Article XII may be altered, amended or repealed and new By-Laws may be adopted upon the approval by all members of the Board and the affirmative vote of 66-2/3% of all of the members at a regular meeting or at any special meeting called for such purpose by recording an instrument in writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by all members of the Board and containing an affidavit by an officer of the Board certifying that the necessary affirmative vote of the members of the Association has been obtained. Article XIV and Article XII may not be amended. Paragraphs (d) and (h) of Section II of Article VI may be amended as set forth in the first sentence of Paragraph 20 of the Declaration. Any amendment, change or modification shall conform to the provisions of the Act and shall be effective upon recordation thereof.



ARTICLE XIII  
Indemnification

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a member of the Board or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association.

To the extent that a member of the Board or officers of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first two paragraphs of this Article shall be made by the Association only as authorized in the

specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of members of the Board who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the members of the Board or the officer of the Association to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

The sums necessary to discharge the obligations of the Association under this Article shall be common expenses.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board, or otherwise, both as to action in his official capacity and as to action in other capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board or an officer of the Association.

#### ARTICLE XIV Construction

(a) Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these By-Laws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency or conflict between these By-Laws and the aforesaid Declaration, the provisions of the Declaration shall control.

(b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

(c) In the event the Association is incorporated, the words, "Board of Directors" and "Director" shall be substituted for the words "Board" and "member of the Board", respectively, wherever they appear herein.

EXHIBIT "E"

THE PARCEL HEREBY SUBMITTED TO THE PROVISIONS OF THE ACT IS LEGALLY DESCRIBED AS FOLLOWS:

That part of the Northwest quarter of Section 12, Township 38 North, Range 8, East of the Third Principal Meridian, described as commencing at the intersection of the North line of said Northwest quarter and the Westerly line of a 43 foot wide roadway easement (known as Selmar Road); thence South 04 degrees 07' 31" West along said Westerly line of easement 0.24 feet to an angle in said Westerly line; thence South 01 degrees 07' 31" West along said Westerly line of easement 90.0 feet to the point of beginning of this description; thence continuing South 01 degrees 07' 31" West along said West line of easement to its intersection with the center line of Molitor Road, as said center line was established by document number 744276, at a point on said center line 422.23 feet Westerly, as measured along said center line, of its intersection with the East line of said Northwest quarter of Section 12; thence North 89 degrees 44' 40" West along the center line of Molitor Road aforesaid to the East line of Elizabeth Graf Farm Subdivision Unit 5; thence North 00 degrees 23' 22" East along the East line of said Elizabeth Graf Farm Subdivision Unit 5 and its Northerly extension thereof to the Northeast corner of tract of land conveyed to Carl and Elizabeth Graf by Deed recorded in Record Book 1156, page 251, in Kane County, Illinois; thence North 38 degrees 41' 50" East 163.50 feet to the most Easterly Southeast corner of property as described in Exhibit "F" in document #1415274; thence North 53 degrees 52' 29" East along the most Easterly Southeast line of property as described in Exhibit "F" aforesaid, 40.28 feet to the most Easterly corner thereof; then Northwesterly along an arc of a circle, being the most Easterly Northeast line of property as described in Exhibit "F" in document #1415274 aforesaid having a radius of 120.0 feet for a distance of 33.16 feet, to the most Southerly corner of property as described in Exhibit "A" in document #1470872; thence North 43 degrees 45' 35" East along the Southeasterly line of property as described in Exhibit "A" aforesaid, 421.51 feet to a corner therein; thence South 69 degrees 53' 53" East, 257.49 feet to the point of beginning, (excepting therefrom the South 33.0 feet thereof) in Kane County, Illinois.

E-1

1561892

43

0869A, 08/27/80 #2

57

FIRST AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
BASEMENTS, RESTRICTIONS, COVENANTS  
AND BY-LAWS FOR  
ACORN WOODS CONDOMINIUM

90-12  
156437  
156437

This First Amendment to Declaration made and entered into by  
AMALGAMATED TRUST AND SAVINGS BANK, an Illinois banking corporation, as  
Trustee under Trust Agreement dated August 16, 1979, and known as Trust  
Number 3991, and not individually (hereinafter sometimes referred to as  
"the Trustee"):

W I T N E S S E T H :

WHEREAS, the Trustee is the owner in fee simple of certain real  
estate in Aurora, Kane County, Illinois; and

WHEREAS, the Trustee executed a Declaration of Condominium (the  
"Declaration") to submit such real estate, known as the Parcel of  
Property as those terms are defined in the Declaration, to the provisions  
of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, the Trustee wishes to amend the Declaration to provide  
that only a portion of said Parcel and Property shall be submitted to the  
Act at this time, and to provide that the Trustee can annex and add-on to  
said Parcel and Property certain real estate not to be submitted to the  
Act at this time.

NOW, THEREFORE, Amalgamated Trust and Savings Bank, as Trustee  
aforesaid and not individually, and for the purposes set forth above,

THIS INSTRUMENT PREPARED BY:  
Michael Cahan and Associates  
640 N. LaSalle Street  
Chicago, IL 60610

Mailed to:  
PIONEER NATL. TITLE INS.  
69 W. WASHINGTON  
CHICAGO, ILL. 60602

Attn: *John Johnson*

1561892

44

hereby declares that the Declaration be and hereby is amended as follows:

1. The following is hereby added to the Table of Contents of Condominium Documents:

EXHIBIT F - Legal Description of Development and Area

EXHIBIT G - Add-On Parcels

2. The following is hereby added as Paragraph 1(h):

(h) The words "Development Area" mean the real estate described on Exhibit "F" attached hereto and made a part hereof.

3. The first sentence of Paragraph 20 is hereby deleted in its entirety and the following is substituted in lieu thereof:

20. AMENDMENTS: Except as hereinafter provided, the provisions of Paragraphs 1,2,3,4,5,6,27 and this Paragraph 20 of this Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the Unit Owners and each mortgagee having a bona fide lien of record against any Unit.

4. Paragraph 21 is hereby amended by stating that James Earl Carter is the now incumbent President of the United States and Walter Mondale is the now incumbent Vice-President of the United States.

5. The following is hereby added as Paragraph 27:

27. ANNEXING ADDITIONAL PROPERTY:

(a) The Developer and the Trustee each singly reserve the

right from time to time, within ten (10) years of the date of the recording of this Declaration, to annex and add to the Parcel and Property and thereby add to the condominium created by this Declaration, all or any portion of the Development Area by recording one or more amendments to this Declaration ("Amended Declaration") in accordance with the Act. No rights of any character whatever attach to any owner except as to that real estate described in Paragraph 2 and except as to that portion of the Development Area described in any Amended Declaration annexing and adding such portion to this Declaration as part of the condominium created by this Declaration.

(b) Each Amended Declaration shall include an amended paragraph 2 which shall amend paragraph 2 by setting forth the amended legal description of the Parcel to include the additional parcel or parcels annexed thereto, as well as a separate legal description of such addition. The Amended Declaration shall also contain an amended Plan showing the boundaries of such addition and of the entire Parcel as amended, and delineating the additional Units on such addition, all in accordance with the Act.

Each Amended Declaration shall also include an amended Exhibit "A" which shall amend Exhibit "A" hereto by setting forth the legal description of the Units added by such Amended Declaration, as well as all previous Units.

Each Amended Declaration shall also include an amended Exhibit "B" which shall amend Exhibit "B" hereto by setting forth the amended

percentages of the undivided interests in the Common Elements (as amended and added to by such Amended Declaration) allocated to each Unit (including all previous Units and the additional Units added by such Amended Declaration).

(c) The percentages of undivided ownership interest in the Common Elements as amended by each Amended Declaration, and set forth in the amended Exhibit "B" shall be determined and adjusted in the following manner.

The Common Elements as amended by such Amended Declaration shall be deemed to consist of:

- (i) the Common Elements as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Common Element"); and
- (ii) the Common Elements added by such Amended Declaration (hereinafter referred to as the "Added Common Elements").

The Units as amended by such Amended Declaration shall be deemed to consist of:

- (iii) the Units as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Units"); and
- (iv) the Units added by such Amended Declaration (hereinafter referred to as "Added Units").

The value of each of the Added Units shall be added to the aggregate value of the Existing Units and the total thereof shall be deemed to be the new value of the Property as a whole. "Value" as used

in this paragraph shall be determined by the Developer as of the date of the recording of the Amended Declaration. Such determination by the Developer shall be conclusive and binding upon all unit owners, mortgagees and other parties who then or in the future have any interest in the Property.

The percentages of undivided ownership interest, as amended and adjusted by such Amended Declaration, in the entire Common Elements, consisting of the Existing Common Elements plus the Added Common Elements, to be allocated among all the Units, consisting of the Existing Units plus the Added Units, shall be computed by taking as a basis the value of each Unit in relation to the value of the Property as a whole, determined as aforesaid.

The Existing Units shall be entitled to their respective percentages of ownership, as amended and adjusted and set forth in amended Exhibit "B" attached to such Amended Declaration, in the Added Common Elements as well as in the Existing Common Elements.

The Added Units shall be entitled to their respective percentages of ownership, as set forth in such amended Exhibit "B", not only in the Added Common Elements but also in the Existing Common Elements.

Each and all of the provisions of this Declaration and the Exhibits attached hereto, as amended by each such successive Amended Declaration and the amended Exhibits attached thereto, shall be deemed to apply to each and all of the Units, including all such Added Units as



well as all Existing Units, and to all of the Common Elements, including all such Added Common Elements as well as all Existing Common Elements.

The recording of an Amended Declaration shall not alter or affect the amounts of any liens for common expenses due from any existing Unit Owners prior to such recording; nor the respective amounts theretofore assessed to or due from Existing Unit Owners for common expenses or other assessments.

(d) The lien of any mortgage encumbering any Existing Unit, together with its appurtenant percentage of undivided ownership interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended when an Amended Declaration is recorded, in accordance with the respective percentage of undivided ownership interest in the Common Elements for such Existing Unit as set forth in the amended Exhibit "B" attached to such Amended Declaration, and the lien of such mortgage shall automatically attach in such percentage to the Added Common Elements.

(e) Each and all of the Unit Owners, of all Existing Units and of all Added Units hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Units, shall be deemed to have expressly agreed, assented and consented to each and all of the provisions of this Declaration, with respect to the recording of any and all Amended Declarations as aforesaid which may amend, adjust and

reallocate from time to time their respective percentages of undivided ownership interest in the Common Elements, including the Existing Common Elements and Added Common Elements, from time to time as hereinabove provided; and hereby further agree to each and all of the provisions of said Amended Declarations which may hereafter be recorded in accordance with the foregoing provisions of this Declaration.

(f) Each and all of the Unit Owners, of all existing Units and of all Added Units hereafter, and their respective mortgages, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Units, further acknowledge, consent and agree, as to each such Amended Declaration that is recorded, as follows:

- (i) The portion of the Development Area described in each such Amended Declaration shall be governed in all respects by the provisions of this Declaration.
- (ii) The percentage of ownership in the Common Elements appurtenant to each Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded Amended Declaration and upon the recording of each such Amended Declaration, the amount by which such percentage appurtenant to a Unit is reduced, as set forth in each such recorded Amended Declaration, shall thereby be and be deemed to be released and divested from such Unit Owner and reconveyed and reallocated among the other Unit Owners as set forth in each such recorded Amended Declaration.

- (iii) Each deed, mortgage or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall, upon the recording of each Amended Declaration, be divested pro tanto to the reduced percentage set forth in such Amended Declaration and vested among the other Unit Owners, mortgagees and others owning an interest in the other Units in accordance with the terms and percentages set forth in each such recorded Amended Declaration.
- (iv) A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a Unit to so amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Unit.
- (v) The percentage of ownership interest in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by a recorded Amended Declaration and each deed, mortgage or other instrument affecting a Unit shall be deemed to include such additional Common Elements and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Elements as any Amended Declaration is recorded.
- (vi) Each Unit Owner shall have a perpetual easement, appurtenant to his Unit, for the use of any additional Common Elements annexed thereto by and described in any recorded Amended Declaration for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners of specific Units as may be provided in any such Amended Declaration, or this Declaration.
- (vii) Each Unit Owner by acceptance of the deed conveying his Unit, agrees for himself and

all those claiming under him, including mortgagees, that this Declaration and each Amended Declaration is and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective percentages of ownership in the Common Elements as set forth in each such Amended Declaration shall be deemed to be made by agreement of all Unit Owners.

(viii) The Trustee and Developer reserve the right to amend this Declaration in such manner, and each Owner agrees to execute and deliver such documents necessary or desirable, to cause the provisions of this Paragraph 19 to comply with the Act as it may be amended from time to time.

(ix) The foregoing provisions of this Declaration and deeds and mortgages of the Units and Common Elements contain or will contain clauses designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.

(g) No portion of the Development Area must be added to the condominium, but one or more portions of the Development Area may be added at any time or from time to time, in no particular order, except that no portion of the Development Area may be added on after ten (10) years from the date this Declaration is recorded. When and if added, the portions of the Development Area not hereby submitted to the provisions of the Act will be added on by Parcels as set forth on Exhibit "C" attached hereto and made a part hereof.

(h) The portions of the Development Area not hereby

submitted to the provisions of the Act are already improved. The improvements and number of Units located on the portions of the Development Area not hereby submitted to the provisions of the Act is as follows:

PARCEL A	Recreational Area
PARCEL B	Thirty Units
PARCEL C	Thirty Units
PARCEL D	Thirty Units
PARCEL E	Thirty Units

(1) The structures, improvements, Buildings and Units constructed on portions of the Development Area not hereby submitted to the Provisions of the Act, are compatible with the configuration of the portions of the development area hereby submitted to the provisions of the Act in relation to density, use, construction and architectural style.

6. The first paragraph of Exhibit "A" attached to the Declaration is hereby amended and superseded in its entirety by including the following as the list of Units to be converted to condominium status:

Units 1501-1510, 2501-2510, 3501-3510, 1601-1610, 2601-2610, 3601-3610, 1701-1710, 2701-2710, 3701-3710, 1801-1810, 2801-2810, 3801-3810, 1901-1910, 2901-2910, 3901-3910 in Acorn Woods Condominium as delineated on Plan of Survey of the following described parcel of real estate:

7. Exhibit "B" attached to the Declaration is hereby amended and superseded in its entirety by Exhibit "B" attached hereto.

8. The first sentence of Article III, Section 1 of the By-Laws is hereby amended and superseded in its entirety, as follows:

The first annual meeting of the members shall be held on such date as is fixed by the Developer, which date shall in no event be later than the earlier of (a) three (3) years from the date the Declaration is recorded in the Office of the Recorder of Deeds of Kane County, Illinois; (b) sixty (60) days from the date when 75% of the Units have been conveyed by the Trustee; or (c) such earlier time as selected by the Developer, provided, however, that if portions of the Development Area are added to the Condominium pursuant to Paragraph 27 of the Declaration, (i) the number of Units contained in the portion of the Development Area so added shall be included in the number of Units when the aforesaid 75% figure is computed and (ii) the aforesaid three (3) year period shall be computed from the date the last portion of the Development Area is added onto the Condominium.

9. Article VI, Section 2(b) of the By-Laws is hereby amended by adding the subsection (vii) thereto, as follows:

- (vii) any share of expense imposed on any portion of the Development Parcel submitted to the provisions of the Act hereby or pursuant to Paragraph 21 of the Declaration, by the terms of any Declaration of Covenants, Easements and Restrictions or similar instrument to which any such portion is subject.

10. Article VI, Section 2(d) of the By-Laws is hereby amended by deleting the first sentence of the sixth paragraph and substituting the following in lieu thereof:

The Association may establish user charges with respect to use

of the swimming pool, clubhouse (if and when Parcel A or Parcel B as described on Exhibit "C" to the Declaration is submitted to the provisions of the Act in accordance with Paragraph 27 of the Declaration, the Association shall permit owners and occupants of the development now known as Oak Creek Woods to become members of and use the swimming pool and clubhouse facilities of the Association.

11. Article VI, Section 2(d) of the by-laws is hereby amended by deleting the first sentence of the seventh paragraph, and substituting the following in lieu thereof:

If and when Parcel A or Parcel B as described on Exhibit "C" to the Declaration is submitted to the provisions of the Act in accordance with paragraph 21 of the Declaration, the Association shall permit owners and occupants of the development now known as Oak Creek Woods to become members of and use the swimming pool and clubhouse facilities of the Association.

12. Exhibit "E" attached to the Declaration is hereby amended and superseded in its entirety by Exhibit "E" attached hereto.

13. Exhibit "F" is hereby added to the Declaration by Exhibit "F" attached hereto.

This instrument is executed by AMALGAMATED TRUST AND SAVINGS BANK not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by AMALGAMATED TRUST AND SAVINGS BANK are undertaken by it solely as Trustee, as aforesaid and not individually, and no person liability shall be created or be enforceable against AMALGAMATED TRUST AND SAVINGS BANK by reason of any of the covenants, statements, representations or warranties contained in this instrument.

IN WITNESS WHEREOF, the said Amalgamated Trust and Savings Bank, 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 on the day and year first above written July 3, 1980

AMALGAMATED TRUST AND SAVINGS BANK  
As Trustee as aforesaid, and not individually,

By: K. Blumenthal  
Its Asst. Vice President

AMALGAMATED TRUST AND SAVINGS BANK  
ATTEST  
H. J. ISADOR  
Asst. Secretary

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that KATHARINE E. BLUMENTHAL and H. J. ISADOR, respectively, of Amalgamated Trust and Savings Bank, personally known to me to the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Asst. Vice President and Asst. Secretary, they signed and delivered the said instrument as Asst. Vice President and Asst. Secretary of said company, for the uses and purposes therein set forth; and the said Asst. Secretary did also then and there acknowledge that he, as custodian of the corporate seal of the Company, did affix the said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN, under my Hand and Official Seal, this 15th day of October, A.D., 1980.  
Carolyn T. [Signature]  
NOTARY PUBLIC

1561892



EXHIBIT "B"

TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
FOR  
ACORN WOODS CONDOMINIUM

<u>BUILDING 5</u>		<u>BUILDING 6</u>		<u>BUILDING 7</u>	
<u>Unit</u> <u>No.</u>	<u>Percentage</u> <u>Interest</u>	<u>Unit</u> <u>No.</u>	<u>Percentage</u> <u>Interest</u>	<u>Unit</u> <u>No.</u>	<u>Percentage</u> <u>Interest</u>
1501	.57047	1601	.57047	1701	.57047
1502	.62142	1602	.62142	1702	.64180
1503	.83542	1603	.65199	1703	.84561
1504	.46856	1604	.64180	1704	.64180
1505	.59085	1605	.76409	1705	.76409
1506	.82523	1606	.58066	1706	.58066
1507	.61123	1607	.61123	1707	.61123
1508	.83542	1608	.64180	1708	.64180
1509	.64180	1609	.46856	1709	.46856
1510	.73352	1610	.59085	1710	.59085
2501	.59085	2601	.59085	2701	.59085
2502	.65192	2602	.64180	2702	.65199
2503	.87619	2603	.67237	2703	.87618
2504	.66218	2604	.67237	2704	.67237
2505	.75390	2605	.79466	2705	.79466
2506	.87619	2606	.59085	2706	.59085
2507	.63161	2607	.63161	2707	.63161
2508	.87619	2608	.67237	2708	.67237
2509	.66218	2609	.65199	2709	.65199
2510	.75390	2610	.79466	2710	.80500
3501	.58066	3601	.58066	3701	.58066
3502	.64180	3602	.63161	3702	.65199
3503	.87619	3603	.66218	3703	.87618
3504	.67237	3604	.67237	3704	.67237
3505	.75390	3605	.79466	3705	.79466
3506	.87619	3606	.53066	3706	.59085
3507	.63161	3607	.62142	3707	.62142
3508	.87619	3608	.66218	3708	.66218
3509	.66218	3609	.66218	3709	.66218
3510	.75390	3610	.77428	3710	.77428

1561892

57

EXHIBIT "B"

TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
FOR  
ACORN WOODS CONDOMINIUM

<u>BUILDING 8</u>		<u>BUILDING 9</u>	
<u>Unit</u> <u>No.</u>	<u>Percentage</u> <u>Interest</u>	<u>Unit</u> <u>No.</u>	<u>Percentage</u> <u>Interest</u>
1801	.57047	1901	.57047
1802	.61123	1902	.63161
1803	.65199	1903	.65199 *
1804	.63161	1904	.63161
1805	.75390	1905	.75390 *
1806	.57047	1906	.57047
1807	.61123	1907	.61123 *
1808	.64180	1908	.64180
1809	.46856	1909	.46856 *
1810	.59085	1910	.59085
2801	.59085	2901	.59085
2802	.63161	2902	.65199 *
2803	.67237	2903	.67237
2804	.66218	2904	.66218 *
2805	.79466	2905	.79466 *
2806	.59085	2906	.59085
2807	.63161	2907	.63161 *
2808	.67237	2908	.67237
2809	.65199	2909	.65199
2810	.79466	2910	.79466 *
3801	.58066	3901	.58066
3802	.62142	3902	.65199 *
3803	.66218	3903	.66218
3804	.67237	3904	.67237
3805	.79466	3905	.79466 *
3806	.58066	3906	.58066
3807	.62142	3907	.62142 *
3808	.66218	3908	.66218
3809	.66218	3909	.66218
3810	.77428	3910	.77428 *

100.00000%

1561892

#7199A/1

EXHIBIT B

That part of the Northwest quarter of Section 12, Township 38 North, Range 8 East of the Third Principal Meridian described as commencing at the intersection of the North line of said Northwest quarter and the Westerly line of a 43 foot wide Easement for Roadway (known as Selmarten Road); thence South 04 degrees, 07 minutes and 31 seconds West along said Westerly line of Easement, 0.24 feet to an angle in said Westerly line; thence South 01 degrees, 07 minutes and 31 seconds West along said Westerly line of Easement, 90.0 feet to the place of beginning of the tract of land being herein described; thence continuing South 01 degrees, 07 minutes and 31 seconds West along said West line of Easement (being a line which intersects the center line of Molitor Road, as said center line was established by Document No. 744276, at a point on said center line 422.23 feet Westerly, as measured along said center line, of its intersection with the East line of said Northwest quarter of Section 12), for a distance of 680.44 feet; thence North 88 degrees, 52 minutes 29 seconds West at right angles to said Westerly line of Easement, 330.0 feet; thence North 01 degrees, 07 minutes and 31 seconds East on a line parallel with said Westerly line of Easement, 280.77 feet; thence North 89 degrees, 10 minutes and 37 seconds West along a line which intersects the Northeast corner of a tract of land conveyed to Carl and Elizabeth Graf by Deed recorded in Record Book #1156, page #251 therein, in the Recorder's Office of Kane County, Illinois, a distance of 100.57 feet; thence North 36 degrees, 07 minutes and 31 seconds West, 165.79 feet to the most Easterly Southeast corner of property as described in Document No. 1415274, Exhibit "F"; thence North 53 degrees, 52 minutes and 29 seconds East along the most Easterly Southeast line of property as described in Exhibit "F" aforesaid 40.28 feet to the most Easterly corner of said property; thence Northwesterly along an arc of a circle (being the most Easterly Northeast line of property as described in Exhibit "F" in Document No. 1415274 aforesaid), having a radius of 120.0 feet, for a distance of 33.16 feet, to the most Southerly corner of property as described in Exhibit "4" in Document No. 1470872; thence North 43 Degrees, 45 minutes and 35 seconds East along the Southeasterly line of property as described in Exhibit "4" aforesaid 421.51 feet to a corner therein; thence South 69 degrees, 53 minutes and 53 seconds East, 257.49 feet to the point of beginning, in Kane County, Illinois.

PARCEL A  
1581892

Rev. 9/5/80

59

EXHIBIT "F"

TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
FOR  
ACORN WOODS CONDOMINIUM

THE DEVELOPMENT AREA IS LEGALLY DESCRIBED AS FOLLOWS:

That part of the Northwest quarter of Section 12, Township 38 North, Range 8, East of the Third Principal Meridian, described as commencing at the intersection of the north line of said Northwest quarter and the Westerly line of a 43 foot wide roadway easement (known as Selmarthen Road); thence South 04 degrees 07' 31" West along said Westerly line of easement 0.24 feet to an angle in said Westerly line; thence South 01 degrees 07' 31" West along said Westerly line of easement 90.0 feet to the point of beginning of this description; thence continuing South 01 degrees 07' 31" West along said West line of easement to its intersection with the center line of Molitor Road, as said center line was established by document number 744276, at a point on said center line 422.23 feet Westerly, as measured along said center line of Molitor Road aforesaid to the East line of Elizabeth Graf Farm Subdivision Unit 5; thence North 00 degrees 23' 22" East along the East line of said Elizabeth Graf Farm Subdivision Unit 5 and its Northerly extension thereof to the Northeast corner of tract of land conveyed to Carl and Elizabeth Graf by Deed recorded in Record Book 1156, page 251, in Kane County, Illinois; thence North 38 degrees 41' 50" East 163.50 feet to the most Easterly Southeast corner of property as described in Exhibit "F" in document #1415274; thence North 53 degrees 52' 29" East along the most Easterly Southeast line of property as described in Exhibit "F" aforesaid, 40.28 feet to the most Easterly corner thereof; then Northwesterly along an arc of a circle, being the most Easterly Northeast line of property as described in Exhibit "F" in document #1415274 aforesaid having a radius of 120.0 feet for a distance of 33.16 feet, to the most Southerly corner of property as described in Exhibit "4" in document #1470872; thence North 43 degrees 45' 35" East along the Southeasterly line of property as described in Exhibit "4" aforesaid, 421.51 feet to a corner therein; thence South 69 degrees 53' 53" East, 257.49 feet to the point of beginning, (excepting therefrom the South 33.0 feet thereof) in Kane County, Illinois.

561892

60

EXHIBIT "C"

TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
FOR  
ACORN WOODS CONDOMINIUM

THE PARCELS WHICH MAY BE ANNEXED OR ADDED TO THE PARCEL AREA ARE AS FOLLOWS:

PARCEL A

That part of the Northwest quarter of Section 12, Township 38 North, Range 8 East of the Third Principal Meridian described as commencing at the intersection of the North line of said Northwest quarter and the Westerly line of a 43 foot wide Easement for Roadway (known as Selmarten Road); thence South 04 degrees, 07 minutes and 31 seconds West along said Westerly line of Easement, 0.24 feet to an angle in said Westerly line; thence South 01 degree, 07 minutes and 31 seconds West along said Westerly line of Easement (being a line which intersects the center line of Holitor Road, as said center line was established by Document #744276, at a point on said center line 422.23 feet Westerly, as measured along said center line, of it's intersection with the East line of said Northwest quarter of Section 12), for a distance of 770.44 feet; thence North 88 degrees, 52 minutes and 29 seconds West, at right angles to said Westerly line of Easement, 330.0 feet to the place of beginning of the tract of land being herein described; thence continuing North 88 degrees, 52 minutes and 29 seconds West, 301.16 feet to a point on the East line of Elizabeth Graf Farm Subdivision, Unit Five; thence North 00 degrees, 23 minutes and 22 seconds East along said East line and it's Northerly extension, 279.19 feet to the Northeast corner of a tract of land conveyed to Carl and Elizabeth Graf by Deed recorded in Record Book #1156, page #251, in Kane County, Illinois; thence North 38 degrees, 41 minutes and 50 seconds East 163.50 feet to the most Easterly Southeast corner of property described in Document #1415274, Exhibit "F"; thence South 36 degrees, 07 minutes and 31 seconds East, 165.79 feet to a point, said point being South 89 degrees, 10 minutes and 37 seconds West, distant 204.60 feet from the aforesaid Northeast corner of a tract of land conveyed to Carl and Elizabeth Graf; thence South 89 degrees, 10 minutes and 37 seconds West, 100.57 feet to a point on a line parallel to the Westerly line of Easement for Roadway aforesaid; thence South 01 degree, 07 minutes and 31 seconds West, along said line parallel to the Westerly line of Easement, a distance of 280.77 feet to the place of beginning, in Kane County, Ill.

EXHIBIT "C"

TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS

FOR  
ACORN WOODS CONDOMINIUM

THE PARCELS WHICH MAY BE ANNEXED OR ADDED TO THE PARCEL AREAS ARE AS  
FOLLOWS:

PARCEL B

That part of the Northwest quarter of Section 12, Township 38 North, Range 8 East of the Third Principal Meridian described as commencing at the intersection of the North line of said Northwest quarter and the Westerly line of a 43 foot wide Easement for Roadway (known as Holmarten Road); thence South 04 degrees, 07 minutes and 31 seconds West along said Westerly line of Easement, 0.24 feet to an angle in said Westerly line; thence South 01 degree, 07 minutes and 31 seconds West along said Westerly line of Easement (being a line which intersects the center line of Holmarten Road, as said center line was established by Document #744276, at a point on said center line 422.23 feet Westerly, as measured along said center line, of it's intersection with the East line of said Northwest quarter of Section 12), a distance of 770.44 feet to the place of beginning of the Tract of Land being herein described; thence North 88 degrees, 52 minutes and 29 seconds West, at right angles to said Westerly line of Easement, 302.0 feet; thence South 01 degrees, 07 minutes and 31 seconds West parallel with said Westerly line of Easement 215.58 feet; thence South 88 degrees, 52 minutes and 29 seconds East, at right angles to the last described course, a distance of 110.0 feet; thence North 01 degrees, 07 minutes and 31 seconds East, parallel with said Westerly line of Easement, 66.0 feet; thence South 88 degrees, 52 minutes and 31 seconds East, at right angles to the last described course, 192.02 feet to a point on said Westerly line of Easement; thence North 01 degrees, 07 minutes and 29 seconds East along said Westerly line of Easement for a distance of 149.50 feet to the place of beginning, in Kane County, Illinois containing 52,400 Square Feet, more or less.

EXHIBIT "C"

TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
FOR  
ACORN WOODS CONDOMINIUM

THE PARCELS WHICH MAY BE ANNEXED OR ADDED TO THE PARCEL AREAS ARE AS FOLLOWS:

PARCEL C

That part of the Northwest quarter of Section 12, Township 38 North, Range 8 East of the Third Principal Meridian described as commencing at the intersection of the North line of said Northwest quarter and the Westerly line of a 43 foot wide Easement for Roadway (known as Belmont Road); thence South 04 degrees, 07 minutes and 31 seconds West along said Westerly line of Easement, 0.24 feet to an angle in said Westerly line; thence South 01 degree, 07 minutes and 31 seconds West along said Westerly line of Easement (being a line which intersects the center line of Molitor Road, as said center line was established by Document #744276, at a point on said center line 422.23 feet Westerly, as measured along said center line, of it's intersection with the East line of said Northwest quarter of Section 12), a distance of 919.94 feet to the place of beginning of the Tract of Land being herein described; thence North 88 degrees, 52 minutes and 29 seconds West, at right angles to said Westerly line of Easement, 192.02 feet; thence South 01 degrees, 07 minutes and 31 seconds West parallel with said Westerly line of Easement 66.0 feet; thence North 88 degrees, 52 minutes and 29 seconds West, at right angles to the last described course, 110.0 feet; thence South 01 degrees, 07 minutes and 31 seconds West, parallel with said Westerly line of Easement, 133.59 feet to a point on a line 33.0 feet North of and parallel with the aforesaid center line of Molitor Road; thence South 89 degrees, 44 minutes and 40 seconds East along said parallel line, 302.04 feet to a point on the aforesaid Westerly line of Easement for Roadway; thence North 01 degrees, 07 minutes and 31 seconds East along said Westerly line of Easement, 195 feet, more or less, to the point of beginning, in Kane County, Illinois containing 52,300 Square Feet, more or less.

1561892

63

EXHIBIT "G"

TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
FOR  
ACORN WOODS CONDOMINIUM

THE PARCELS WHICH MAY BE ANNEXED OR ADDED TO THE PARCEL AREAS ARE AS FOLLOWS:

PARCEL "D"

That part of the Northwest quarter of Section 12, Township 38 North, Range 8 East of the Third Principal Meridian described as commencing at the intersection of the North line of said Northwest quarter and the Westerly line of a 43 foot wide Easement for Roadway (known as Saltarten Road); thence South 04 degrees, 07 minutes and 31 seconds West along said Westerly line of Easement, 0.24 feet to an angle in said Westerly line; thence South 01 degree, 07 minutes and 31 seconds West along said Westerly line of Easement (being a line which intersects the center line of Molitor Road, as said center line was established by Document #744276, at a point on said center line 422.23 feet Westerly, as measured along said center line, of it's intersection with the East line of said Northwest quarter of Section 12), a distance of 770.44 feet; thence North 88 degrees, 52 minutes and 29 seconds West, at right angles to said Westerly line of Easement, 302.0 feet to the place of beginning of the parcel of land being herein described; thence North 88 degrees, 52 minutes and 29 seconds West, along a line at right angles to said Westerly line of Easement, for a distance of 264.16 feet; thence South 01 degrees, 07 minutes and 31 seconds West, at right angles to the last described course, 160.0 feet; thence South 88 degrees, 52 minutes and 29 seconds East, at right angles to the last described course, 80.0 feet; thence South 01 degrees, 07 minutes and 31 seconds West, at right angles to the last described course, 60.0 feet; thence Southeasterly along a straight line 185 feet, more or less, to a point on a line 302.0 feet West of and parallel with the aforesaid Westerly line of Easement for Roadway; thence North 01 degree, 07 minutes and 31 seconds East along said parallel line, 271 feet to the point of beginning, in Kane County, Illinois.

1561892

64



EXHIBIT "G"

TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
FOR  
ACORN WOODS CONDOMINIUM

THE PARCELS WHICH MAY BE ANNEXED OR ADDED TO THE PARCEL AREAS ARE AS FOLLOWS:

PARCEL "E"

That part of the Northwest quarter of Section 12, Township 38 North, Range 8 East of the Third Principal Meridian described as commencing at the intersection of the North line of said Northwest quarter and the Westerly line of a 43 foot wide Easement for Roadway (known as Selmarthen Road); thence South 04 degrees, 07 minutes and 31 seconds West along said Westerly line of Easement, 0.24 feet to an angle in said Westerly line; thence South 01 degree, 07 minutes and 31 seconds West along said Westerly line of Easement (being a line which intersects the center line of Molitor Road, as said center line was established by Document #744276, at a point on said center line 422.23 feet Westerly, as measured along said center line, of it's intersection with the East line of said Northwest quarter of Section 12), a distance of 770.44 feet; thence North 88 degrees, 52 minutes and 29 seconds West, at right angles to said Westerly line of Easement, 302.0 feet; thence South 01 degree, 07 minutes and 21 seconds West, along a line parallel to said Westerly line of Easement, 349.0 feet to P.O.B. on a line 33.0 feet North of and parallel with the center line of aforesaid Molitor Road; thence North 89 degrees, 44 minutes and 40 seconds West, along said line parallel to the center line of Molitor Road, 325.03 feet, more or less to said line's intersection with the extension South of the East line of Elizabeth Graf Farm Subdivision, Unit Five; thence North 00 degrees, 23 minutes and 22 seconds East, along said East line and East line extended of Elizabeth Graf Farm Subdivision, Unit Five, a distance of 354.04 feet; thence North 88 degrees, 52 minutes and 29 seconds West, 65.0 feet, more or less; thence South 01 degrees, 07 minutes and 31 seconds West, at right angles to the last described course, 160.0 feet; thence South 88 degrees, 52 minutes and 29 seconds East, at right angles to the last described course, 80.0 feet; thence South 01 degree, 07 minutes and 31 seconds West, at right angles to the last described course, 60.0 feet; thence Southeasterly along a straight line 185 feet, more or less, to a point on a line 302.0 feet West of and parallel with the aforesaid Westerly line of Easement for Roadway; thence South 01 degree, 07 minutes and 31 seconds West along said parallel line, 78.09 feet to the place of beginning, all in Kane County, Illinois.


1561892

65

STATE OF ILLINOIS   )  
                                  ) S.S.  
COUNTY OF KANE     )

I, LYNDA M. RIVERS, Recorder in and for said County, in the State aforesaid, do hereby certify that I am the Keeper of the Records in my office, and that the attached and foregoing is a true correct and complete copy of the record of an instrument filed in my office on the 21st day of November, A.D. 1980, and recorded as Doc. No. 1561892, in Book \_\_\_\_\_ Page \_\_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Recorder at my office in the City of Geneva, Illinois, this 20th day of April, A.D. 1995.

  
Recorder  
Kane County, Illinois