

ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP

COURT HOMES OF FRANKFORT SQUARE
CONDOMINIUM ASSOCIATION NO. 1

WHEREAS, HOFFMAN ROSNER CORPORATION, a Delaware corporation, (hereinafter referred to as "Grantor") owns certain real property herein described; and

WHEREAS, said Grantor has improved or intends to improve said property by constructing thereon certain four-unit multifamily structures known as,

THE COURT HOMES OF FRANKFORT SQUARE

said structures having been constructed in accordance with plans and specifications prepared by Grantor, and said plans being on record in the office of *shid* Grantor in the Village of Hoffman Estates, State of Illinois, and styled

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WHEREAS, said Grantor hereby establishes by this Declaration a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the "Units" in said multifamily structures, and the ~~co-~~ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining real property which is hereinafter defined and referred to herein as the "Common Elements".

NOW THEREFORE, said Grantor, the fee owner of the parcel of real property in Will County, Illinois, legally described on the plat of survey included in Exhibit "A" attached hereto, hereby submits said parcel of real property to the provisions of the Condominium Property Act of the State of Illinois, and hereby makes the following Declaration as to

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divisions, covenants, restrictions, limitations, conditions and uses to which the said real property and improvements thereon, consisting of said four-unit multifamily structures and appurtenances, may be put, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding on said Grantor, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns:

I. Said Grantor, in order to establish a plan of condominium ownership for the said parcel of real property and improvements, hereby covenants and agrees that it hereby divides said parcel of real property into the following separate freehold estates:

(a) The separately designated and legally described freehold estates consisting of the spaces or areas, being the area or space contained within the perimeter walls, floors and ceilings, of each of the four "Units" in each of the buildings or multifamily structures constructed on said property, said spaces being defined, and referred to herein, as "Units", each of said "Units" being as shown and delineated on Exhibit "A" attached hereto.

(b) A freehold estate consisting of the remaining portions of said real property is described and referred to herein as the "Common Elements", which definition includes the multifamily structures and the property upon which said structures or buildings are located, and specifically includes, but is not limited to, the land, roofs, slabs, foundations, footings, community facilities, landscaping, trees, pavement, driveways, sidewalks, private streets, street lights and signs, balconies, pipes, wires, conduits, ducts, or other common utility lines, perimeter walls, floors and ceilings, and other structural components of said buildings or structures.

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2. For the purpose of this Declaration, the ownership of each "Unit" shall include the respective undivided interest in the "Common Elements" specified and established in Exhibit "D" hereof, and each "Unit" together with its undivided interest in the "Common Elements", is defined and hereinafter referred to as "Unit" or "Unit Ownership".

3. A portion of the "Common Elements" may be set aside and allocated for the restricted use of certain "Units" as hereinafter provided, and said areas shall be known as "Restricted Common Elements".

4. The individual "Units" hereby established and which shall be individually conveyed are legally described on Exhibit "C" attached hereto.

5. The undivided interest in the "Common Elements" hereby established and which shall be conveyed with each respective "Unit" is set forth in Exhibit "D" attached hereto. The said undivided interests in the "Common Elements" established and to be conveyed with the respective "Units" as indicated above, cannot be changed, except as hereinafter provided, and said Grantor, its successors and assigns, and grantees, covenant and agree that the undivided interests in the "Common Elements" and the fee titles to the respective "units" conveyed therewith, shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective "unit" even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the "Unit".

6. The proportionate shares of the separate owners of the respective "Units" in the income and common expenses in the "Common Elements", as well as their proportionate representation for voting purposes in the Association of Owners, hereinafter referred to, and their respective percentages of undivided interests in the Common Elements as set forth in Exhibit "D", are

ferred to herein, bears to the total value of all of the "Units". The respective interests of the "Units" for voting purposes, and their proportionate shares in the common income and expenses, shall be in accordance with their respective undivided interests in the "Common Elements" as set forth in Exhibit "D" attached hereto.

7. The "Restricted Common Elements" allocated for the restricted uses of the respective "Units", if any, are as designated on Exhibit "A" attached hereto or as may be hereafter designated by the Board of Directors of the Association of Owners, hereinafter referred to. . .

8. Attached hereto and made a part hereof as Exhibit "A", and sometimes referred to collectively as the "Plat", is a plat or plats of survey and accompanying sheets, consisting of six (6) sheets as prepared by George C. Ranney, Illinois Land Surveyor No. 1553, dated January 20, 1972

9. The Grantor, its successors and assigns, by this Declaration, and all future owners of the "Units" by their acceptance of their respective deeds, and each of them, covenant and agree as follows:

(a) That the Common Elements shall remain undivided; and no Unit Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.

(b) That the Units shall be occupied and used by the respective Unit owners only as a private dwelling for the Unit Owner, his family, tenants and social guests and for no other purpose.

(c) That the owner of each respective Unit shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings sur-

deemed to own pipes, wires, conduits, or other common utility lines running through said respective Unit which are utilized for or serve more than one Unit, except as tenants in common with the other Unit Owners as heretofore provided in Paragraph 5 above. Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective Unit and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc., as set forth in the Plat attached as Exhibit "A".

(d) That if any portion of the Common Elements encroaches upon any of the Units, or if any of the Units encroaches upon any of the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event a building or multifamily structure is partially or totally destroyed, and then rebuilt, all Unit Owners agree that minor encroachments of parts of the Common Elements or of any Units due to such construction shall be permitted and that valid easements for said encroachments and the maintenance thereof shall exist.

(e) That an owner of a Unit shall automatically, upon becoming such owner of a Unit, become a member of the COURT HOMES OF FRANKFORT SQUARE CONDOMINIUM ASSOCIATION No. 1 an Illinois not-for-profit Association, hereinafter referred to as the "Association", and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.

(f) That the owners of Units covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration, and the By-Laws of the Association which are made a part hereof and attached as Exhibit "B".

(g) That each owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, for injunctive relief, and/or such other remedies at law or in equity as may then be available to the Association or its Board or representative by reason of such default.

(h) That this Declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the mortgagees of all of the mortgages covering the Units agree to such revocation or amendment by duly recorded instruments, except as is otherwise expressly provided in this Declaration or in the Condominium Property Act of the State of Illinois.

(i) That no owner of a Unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

10. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any Unit shall constitute a lien on such Unit prior to all other liens except only (1) tax liens on the Unit in favor of any assessing body or special district, and (2) all sums unpaid on the first mortgage of record; subject however to provisions with respect thereto contained in the Condominium Property Act of the State of Illinois. Such lien may be foreclosed by suit by the manager or Board of Directors, acting on behalf of the owners of the Units, in like manner as a mortgage of real property. In any such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Unit, if so provided in the By-Laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or Board of

Directors, acting on behalf of the owners of the Units, shall have power, unless prohibited **herein**, to bid in the Unit at foreclosure sale, and to **acquire** and hold, lease, mortgage and convey the same. **Suit** to recover a money judgment **for** unpaid **common** expenses shall be maintainable without foreclosing or waiving the lien securing the same.

11. Where the mortgagee of a mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the mortgage, such acquirer of title, his **successors** and assigns, shall not be liable for **the** share of the **common** expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to **such** Unit by such acquirer. Such unpaid share-of common expenses or assessments shall be deemed to be **common** expenses collectible from all of the Units including such **acquirer**, his successors and assigns.

12. The respective Units shall not be rented by the **owners** thereof for transient or hotel purposes, which shall be defined as (a) rental for **any period** less than **thirty (30)** days; or (b) any-rental if the occupants of the Unit are provided **customary** hotel services, such as **room' service** for food and beverage, maid service, furnishing **laundry and linen**, and **bell-boy service**. Other than the foregoing obligations, the owners of **the** respective Units shall have **the** absolute right to lease **same**, provided that said **leasing** is subject to **the covenants** and restrictions contained in this Declaration and further subject to the **By-Laws** .

13. In **the** event **any** of the property subject to this Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of such property shall be **as** provided by the Condominium Property Act of **the State of Illinois**, (herein sometimes called the "**Act**").

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of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

15. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the Condominium Property Act of the State of Illinois, this Declaration or in the By-Laws, shall be deemed to be binding on all owners of Units, their successors and assigns.

16. The Board of Directors (herein sometimes called the "Board") of the Association of Owners, or the Management Agent, or Manager, shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering Units but without prejudice to the right of the owner of a Unit to obtain individual Unit insurance, as provided in the Act.

17. Insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Owners.

18. so long as said Grantor, its successors and assigns, owns one or more of the Units established and described herein, said Grantor, its successors and assigns, shall be subject to the provisions of this Declaration and of the Exhibits attached hereto: and said Grantor covenants to take no action which would adversely affect any rights of the association with respect to assessments

successors in interest, as their interests may appear, by reason of the establishment of the condominium.

-19. Grantor is the owner or contract purchaser of the real property which is legally described on Exhibit "E" attached hereto and which is hereinafter referred to as the "Development Area".

The parcel of real property which is legally described on Exhibit "A" attached hereto, and which is submitted by this Declaration to the provisions of the Condominium Property Act of the State of Illinois and is covered by the plan of condominium ownership established by this Declaration, is hereinafter referred to as the "Condominium Area" or the "Property".

The Development Area includes the Condominium Area and other parcels of real property.

Grantor hereby reserves the right to add on and annex to the Condominium Area all or any portion of the Development Area, from time to time within a period of five (5) years after the date of recording this Declaration, by recording an amended declaration or amended declarations (each such instrument being hereinafter referred to as "Amended Declaration") which shall set forth the legal description of the additional parcel or parcels within the Development Area to be annexed to the Condominium Area and which shall state the intention of the Grantor thereby to submit said additional parcel or parcels to the provisions of the Condominium Property Act of the State of Illinois and the plan of condominium ownership established by this Declaration. Upon the recording of such Amended Declaration the additional parcel or parcels therein described shall be deemed to be governed in all respects by the provisions of this Declaration and shall thereupon become part of the Condominium Area.

Those portions of the Development Area which are not made part of the Condominium Area by this Declaration shall not be subject to any of the provisions of this Declaration and

shall not be affected in any manner by the plan of condominium ownership established by this Declaration unless and until an Amended Declaration is recorded annexing such portions to the Condominium Area as aforesaid. No rights of any character whatever of any Unit Owner shall attach to any such portions of the Development Area unless and until an Amended Declaration is recorded annexing such portions to the Condominium Area as aforesaid. Upon the expiration of said period of five (5) years after the date of recording of this Declaration, no further portions of the Development Area, which have not theretofore been made part of or annexed to the Condominium Area, shall thereafter be annexed to the Condominium Area.

Each Amended Declaration shall include an amended Exhibit "A" which shall amend Exhibit "A" hereto by setting forth the amended legal description of the Condominium Area including the additional parcel or parcels annexed thereto, as well as the separate legal description of such addition. The amended Exhibit "A" shall also contain amended plats of survey showing the boundaries of such addition and of the entire Condominium Area as amended, and delineating and designating in the manner herein prescribed the additional Units to be constructed on such addition. All of such additions and improvements thereto, excepting the additional Units thereon (as defined herein), shall be deemed to be additional Common Elements hereunder.

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

Each Amended Declaration shall also include an amended Exhibit "D" which shall amend Exhibit "D" 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).

and as set forth in the amended Exhibit "D" attached shall be determined and adjusted in the following manner.

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

(a) the Common Elements as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Common Elements"); and

(b) 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:

(a) the Units as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Units") and

(b) the Units added by such Amended Declaration (hereinafter referred to as the "Added Units").

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

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 "D" attached to such Amended Declaration, in the Added Common Elements as well as in the Existing Common Elements.

spective percentages of ownership, as set forth in such amended Exhibit "D", not only in the Added Common Elements but also in the Existing Elements.

Each and all of the provisions of this Declaration and the Exhibits attached hereto, as amended by 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 after 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.

21. 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 "D" attached to such Amended Declaration, and the lien of such mortgage shall automatically attach in such percentage to the Added Common Elements.

22. 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, as set forth in Paragraphs 19, 20 and 21 above, with respect to the recording of Amended Declarations as aforesaid which may amend

interest in **the** Common Elements, including the Existing Common Elements and Added Common Elements, **from** time to time as here-
in above provided; and hereby further agree to each **and** all of **the** provisions of each and all of said **Amended** Declarations **which** may hereafter be recorded **in** accordance with the foregoing provisions of **this** Declaration.

A power coupled with an interest **is** hereby granted to Hoffman Rosner Corporation, acting by and through its duly authorized officers, its successor or designee, as attorney in fact to amend and adjust **the** percentages of undivided ownership interest **in** the Common Elements **from** time to **time** **in** accordance with each such Amended Declaration recorded pursuant hereto, and the acceptance of each deed or other instrument **with** respect to any Unit shall be deemed to be a confirmation of such power to **such** attorney in fact.

The acceptance of each deed or other instrument with respect to any Unit shall, in addition to **the** foregoing, be deemed to constitute a consent and agreement to and acceptance and confirmation of each of **the** following provisions as though fully set forth **in** such deed or other instrument:

- (a) ~~that~~ the respective percentage of undivided ~ ~ ~ & s Unit interest in the Common Elements relating to such Unit shall be deemed thereby to be re-conveyed effective upon **the** recording of each **such** Amended Declaration and re-allocated among **the** respective Unit Owners in accordance with the amended and adjusted percentzges set forth in each **such** Amended Declaration;
- (b) that such deed or other instrument shall be deemed given upon a conditional limitation to the effect that the respective percentages of undivided **ownership** interest in the Common Elements relating to such Unit shall be deemed divested pro tanto

upon the recording of each such Amended Declaration, and vested in and re-allocated

among the respective Unit Owners in accordance with the amended and adjusted percentages set forth in each such Amended Declaration;

(c) that, to the extent required for the purpose of so amending and adjusting such percentage as aforesaid, a right of revocation shall be deemed reserved by the grantor of such deed or other instrument with respect to such percentage as granted therein;

(d) that such changes in the respective percentages of undivided ownership interests in the Common Elements as set forth in each such Amended Declaration shall be deemed to be made by agreement of all unit Owners, and shall also be deemed to be an agreement of all unit Owners to such changes within the contemplation of the Condominium Property Act of the State of Illinois;

(e) that 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 Condominium Property Act of the State of Illinois.

23. Each Unit Owner shall have the right to use the Common Elements (except the Restricted Common Elements) in common with all other Unit Owners, as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Restricted Common Elements serving ex-

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clusively his Unit. Such rights to use and possess the Common Elements, including the Restricted Common Elements, shall be subject to and governed by the provisions of the Act and of this Declaration and the By-laws herein and the rules and regulations of the Board. The Board shall have the exclusive authority from time to time to adopt or amend administrative rules and regulations governing the use, occupancy and control of the Common Elements as more particularly provided in the By-laws. The Board shall have the authority to lease or to grant licenses or concessions with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-laws.

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

25. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration or By-laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

26. The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all

.. contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

27. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his Unit and his respective ownership interest in the Common Elements.

28. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

29. (a) The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable,

for the full insurable replacement cost of the Common Elements and the Units. Premiums for such insurance shall be common expenses.

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

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

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

Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of

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

(b) The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner, the Association, its officers, members of the Board, the Grantor, the manager and managing agent of the Property, if any, and their respective employees and agents, from liability in connection with the Common Elements and the streets and sidewalks on or adjoining the Property, and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses.

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

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrange-

failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements-

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

30. In case of taking or damaging by exercise of the power of eminent domain, or in the event of fire or other hazards causing damage to or destruction of, less than all the condominium buildings, the owners of the Units in the buildings so affected by such condemnation or such damage or destruction shall be entitled to have the condemnation award or insurance proceeds therefrom applied proportionately to the reconstruction of the respective building or buildings so taken, damaged or destroyed, subject to the provisions of the Act and this Declaration, or upon the agreement in writing by all the owners and mortgagees, if any, of all the Units in each such building so taken or destroyed, being recorded in the place of recording this declaration, such building need not be reconstructed; where one or more buildings (but less than all) and the respective Units in such buildings are not reconstructed but are permanently eliminated from the condominium as a result of condemnation or destruction, the owners of the Units in the buildings so taken or destroyed, and their respective mortgagees, as the case may be, shall be entitled to receive the condemnation award or insurance proceeds in the relative proportion that each of their respective percentage interests in the Common Elements relates to the total of their respective percentage interests in the Common Elements.

Elements, and shall execute all such documents necessary to effectuate the same, including deeds, declarations of withdrawal or such other documents as may be necessary to effectuate same; and the interests of the remaining Unit Owners in the remaining Common Elements shall be increased pro tanto to 100% in proportion to their respective percentage interests in the Common Elements immediately prior to such cessation of interest. An amended declaration shall be filed of record in such event by the Association, reflecting the changes in the respective percentage interests in the Common Elements of the remaining Unit Owners. The provisions of this Paragraph 30 and of Paragraphs 29 and 16 and 17 of this Declaration relating to insurance shall be construed together and in accordance with the provisions of the Act.

31. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board; provided that at the discretion of the Board, maintenance, repairs and replacements of the Restricted Common Elements may be assessed in whole or in part to Unit Owners benefited thereby and further, at the discretion of the Board, it may direct such Unit Owners in the name and for the account of such Unit Owners to arrange for such maintenance, repairs and replacements, to pay the cost thereof, and to procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that may arise therefrom.

The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the

Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien'.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Property, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

The Board and its agents shall be entitled to access to any Unit if necessary for such maintenance or repair as aforesaid, or for the maintenance or repair of any part of the Common Elements, including but not limited to pipes, wiring, conduits, utility lines or similar common facilities located within such Unit and serving or affecting other Units, or for the maintenance or repair of any other Common Elements located within such Unit.

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

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Paragraph 31. All expenses which, pursuant to this Paragraph 31, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

32. No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common expenses (or in the case of Restricted Common Elements may charge to the Unit Owner benefited thereby) alterations and improvements of, and additions to, the Common Elements; provided, however, that in the event the costs thereof are to be charged as common expenses the Board shall not approve such alterations, improvements or additions requiring an expenditure in excess of \$ 1,000.00 without the approval of Unit Owners owning not less than 75% in the aggregate in interest of the undivided ownership of the Common Elements. Any Unit Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements.

33. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. In the event the boundaries of any Unit, as shown on the Plat, are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the owner of such Unit shall be entitled to the exclusive use of such surfaces, and such Unit

Owner shall maintain such surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board, and each such Unit Owner shall have the right to decorate such surfaces from time to time in such manner as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the common expenses.

34. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units; provided, however, the management office, recreation area and other special areas, if any, shall be used for the purposes approved by the Board.

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

possession of the Unit and to sell the same as hereinafter in this paragraph provided, or for any combination of remedies, or for any other relief: All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of six per cent (6%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

36. If any Unit Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall not be cured within thirty (30) days after notice in writing from the Board, or shall re-occur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of the said defaulting Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Board against said defaulting

Owner for a decree of mandatory injunction against said de-
faulting Owner or occupant or (subject to the prior consent
in writing of any mortgagee having a security interest in the
unit Ownership of said defaulting Owner, which consent shall
not be unreasonably withheld), in the alternative, for a decree
declaring the termination of said defaulting Owner's right to
occupy, use or control the Unit owned by him on account of said
violation, and ordering that all the right, title and interest
of said defaulting Owner in the Property shall be sold (subject
to the lien of any existing mortgage) at a judicial sale upon
such notice and terms as the court shall determine, except that
the court shall enjoin and restrain the said defaulting Owner
from re-acquiring his interest at such judicial sale. The pro-
ceeds of any such judicial sale shall first be paid to discharge court
costs, court reporter charges, reasonable attorneys' fees and all
other expenses of the proceeding and sale, and all such items shall
be taxed against said defaulting Owner in said decree. Any
balance of proceeds, after satisfaction of such charges and any unpa-
yable assessments hereunder or any liens, shall be paid to said defaulting
Owner. Upon the confirmation of such sale, the purchaser shall
thereupon be entitled to a deed to the Unit and the Unit Owner's
corresponding percentage of ownership in the Common Elements, and
to immediate possession of the Unit sold and may apply to the court
for a writ of assistance for the purpose of acquiring such pos-
session, and it shall be a condition of any such sale, and the
decree shall so provide, that the purchaser shall take the interest
in the Unit Ownership sold subject to this Declaration.

37. Notices provided for in the Act, Declaration or
By-laws shall be in writing, and shall be addressed to the Board,
or any Unit Owner, as the case may be, at the address of the
Registered Office of the Association on file with the Secretary
of State of the State of Illinois,
(indicating thereon the number of the respective Unit if addressed
to a Unit Owner), or at such other address as hereinafter provided.

The Board may designate a different address for notices to it by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof.

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

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

39. Each grantee of the Grantor by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, 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. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Paragraph or described in any other part of this Declaration or the By-laws shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such rights were recited fully and set forth in their entirety in such documents

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

(b) No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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

(d) In the event title to any Unit Ownership is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such titleholding

trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such ~~Yen or~~ obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 21st day of January, 1972.

HOFFMAN ROSNER CORPORATION (Grantor)

By [Signature] President

Attest: [Signature] Secretary

COURT HOMES OF FRANKFORT SQUARECONDOMINIUM ASSOCIATION NO. 1

ARTICLE I

PLAN OF UNIT

Section 1. Unit Ownership. The project located in Frankfort Township, County of Will, State of Illinois, known as "THE COURT HOMES OF FRANKFORT SQUARE" Condominium is submitted to the provisions of the Condominium Property Act of the State of Illinois.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws and to the Declaration of Condominium Ownership for THE COURT HOMES OF FRANKFORT SQUARE (hereinafter called the "Declaration".)

The mere acquisition or rental of any of the family units (hereinafter referred to as "Units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws and the provisions of the Declaration are accepted, ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the Declaration and amendments thereto at the time of any such vote.

Section 2. Majority of Owners. As used in these.

By-Laws the term "majority of owners" shall mean the owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements as set forth in the Declaration and amendments thereto.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the units will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on December 19, 1972. Thereafter, the annual meetings of the Association shall be held on the third Monday of December each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association

as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New Business.

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ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, all of whom must be owners of units in the project, or employees of the project developer.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board or Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common elements and facilities and the restricted common elements.
- (b) Collection of monthly assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common elements and facilities and the restricted common elements and facilities.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. At the first annual meeting of the Association the term of office of one Director shall be fixed for three (3) years. The term of office of one Director shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of

three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting. (If a larger Board of Directors is contemplated, the terms of office should be established in a similar manner so that they will expire in different years.)

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Directors. After the terms of all of the initial Directors have expired, at any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. (In the case of an Association of one hundred owners or less the offices of Treasurer and Secretary may be filled by the same person.)

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. He shall be a member of the Board.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, or other hazard. The assessments shall be made pro rata according to the value of the unit owned, as stipulated in the Declaration. Such assessments may include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements.

Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element and facility damaged through his fault.

Section 3. Use of Family Units - Internal Changes.

(a) All units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of Common Elements and Facilities and Restricted Common Elements and Facilities.

(a) An owner shall not place or cause to be placed in the Common Elements any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

Section 5. Right of Entry.

(a) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not;

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct.

(a) No resident of the project shall post **any** advertisements, or posters of any kind in or on the project except as authorized by **the** Association.

(b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping domestic animals will abide by the Municipal Sanitary Regulations.

(c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the project.

(d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs etc., by beating on the exterior part of the project.

(e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association.

(g) Such other rules and regulations governing operation and use of the Common Elements as may be adopted or amended from time to time by action of the Board.

ARTICLE VII**AMENDMENTS TO PLAN OF UNIT OWNERSHIP**

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the total value of all units in the project as shown in the Declaration and amendments thereto.

ARTICLE VIII

MORTGAGEES

Section 1. Notice to Association. An owner who mortgages his unit, shall notify the Association through the Management Agent, if **any**, or the President of the Board of Directors in **the event** there is no Management Agent, the name and address of his mortgagee: and the Association **shall** maintain such information in a book entitled 'Mortgagees of units.'

Section 2. Notice of Unpaid Assessments. The Association **shall** at the request of a mortgagee of a unit report any unpaid assessments due **from** the **owner** of such unit.

ARTICLE IX

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Condominium Property Act of **the State of Illinois.**

In case **any** of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE X

ADDITIONAL PROVISIONS

Section 1. Books of Account. The Board shall keep **full** and correct books of account in chronological order of ~~the~~ receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representatives 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. Upon ten (10) days' notice to ~~the~~ Board and payment of a reasonable fee, any Unit Owner

shall be furnished a statement of his account setting forth the amount of any unpaid assessments, or other charges due and owing from such Owner.

■ Section 2. Budget. The Board shall cause to be prepared and adopted annually a budget based on its estimates of the common expenses for the ensuing year.

IN WITNESS WHEREOF, we, being all of the Directors of the COURT HOMES OF FRANKFORT SQUARE CONDOMINIUM ASSOCIATION, No. 1 have hereunto set our hands this 20th day of January, 1972.

Arthur C. Kelter
Arthur C. Kelter

Morton E. Silfen
Morton E. Silfen

Dennis G. Taheny
Dennis G. Taheny

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the COURT HOMES OF FRANKFORT SQUARE CONDOMINIUM ASSOCIATION NO. 1 an Illinois corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 20th day of January, 1972.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 20th day of January, 1972.

Dennis G. Fabeny
Secretary

The legal description of the individual Units to be individually conveyed pursuant to this Declaration shall consist of the identifying number or symbol of each Unit as shown on the Plat attached hereto as Exhibit "A", together with a reference to this Declaration and said Plat, showing the recording date and document number as follows:

Unit Nos. 13 through 32, respectively, as delineated on survey of Lot 2 in The Court Homes of Frankfort Square Unit No. 2, being a subdivision of part of the Northwest One Quarter of Section 13, Township 35 North, Range 12 East of the Third Principal Meridian, in the County of Will, State of Illinois, according to the Plat thereof recorded on October 19, 1971, as Document No. R71-25719 in the Office of the Recorder of Deeds of Will County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by Hoffman Rosner Corporation, recorded in the Office of the Recorder of Deeds of Will County, Illinois, as Document No. R 72 - 2236; together with a percentage of the Common Elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with Amended Declarations as same are filed of record pursuant to said Declaration, and together with additional Common Elements as such Amended Declarations are filed of record, in the percentages set forth in such Amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amended Declaration as though conveyed hereby: together with rights and easements for the benefit of said property set forth in the aforementioned Declaration.

EXHIBIT "D"

The percentages of the undivided interests in the Common Elements allocated to each Unit (which percentages shall be subject to change in the event additional parcels are hereafter annexed or added to the condominium ownership, as provided in the Declaration) are as follows:

<u>Unit Number</u>	<u>Percentage of Interest in the Common Elements</u>
13	6.0950
14	5.1730
15	5.1730
16	4.3951
17	4.6544
18	4.6544
19	4.6544
20	4.6544
21	6.0936
22	5.1730
23	5.1730
24	4.3951
25	5.5750
26	4.6544
27	4.6544
28	4.6544
29	5.1730
30	5.1730
31	5.1730
32	<u>4.6544</u>
TOTAL	100.0000%

EXHIBIT "E"

Legal Description of entire "Development Area" as defined in
Paragraph 19 of the Declaration:

That part of the Northwest One-Quarter of Section 13, Township 35 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing on the South line of said Northwest One-Quarter 300 feet West of the East line of said Northwest One-Quarter; thence continuing on said South line North 89° 57' West 877.21 feet; thence North 0° 03' East 400 feet; thence North 0° 06' 15" West 934.79 feet; thence North 51° 54' 16" East 278.97 feet; thence North 6° 05' 22" West 110 feet; thence North 26° 19' 06" West 69.87 feet; thence North 19° 52' 34" West 428.29 feet; thence North 88° 58' 28" East 737.52 feet to a point of curve; thence South on a curve convex to the East having a radius of 981 feet an arc distance of 134.68 feet and a chord bearing of South 14° 54' 01" West to a point of tangent; thence South 18° 50' West 283 feet to a point of curve; thence Southerly on a curve convex to the West having a radius of 874.88 feet an arc distance of 664.23 feet to a point of tangent; thence South 24° 40' East 214 feet to a point of curve; thence Southerly on a curve convex to the East having a radius of 1243.70 feet an arc distance of 535.07 feet to a point of tangent; thence South 0° 01' East 337.05 feet to the place of beginning, in Will County, Illinois; (excepting therefrom any portion heretofore dedicated for public road or highway purposes);

AND ALSO

That part of the Northwest 1/4 of Section 13, Township 35 North, Range 12, East of the Third Principal Meridian, described as follows; Commencing at the Southeast corner of said Northwest 1/4; thence North 89° 57' West 300 feet along South line of said Northwest 1/4; thence North 0° 01' West 337.05 feet to a point of curve; thence Northerly on a curve convex to the East having a radius of 1243.70 feet and an arc distance of 535.07 feet to a point of tangent; thence North 24° 40' West 214 feet to a point of curve; thence Northerly on a curve convex to the West having a radius of 874.88 feet and an arc distance of 664.23 feet to a point of tangent; thence North 18° 50' East 283 feet to a point of curve; thence Northerly on a curve convex to the East having a radius of 981 feet and an arc distance of 134.68 feet; thence North 88° 58' 28" East 409.38 feet to the East line of said Northwest 1/4; thence South 0° 01' East 2103.24 feet along last said East line to the place of beginning, in Will County, Illinois; (excepting therefrom any portion heretofore dedicated for public road or highway purposes).

Appendix C**PERCENTAGE OF OWNERSHIP**

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>% OF OWNERSHIP</u>
1	7738 A W. Grovewood Lane	.42257
2	7742 B W. Grovewood Lane	.42257
3	7744 C W . Grovewood Lane	.42257
4	7740 D W . Grovewood Lane	.35903
5	7733 A W . Grovewood Lane	.45540
6	7735 B W . Grovewood Lane	.38021
7	7731 C W. Grovewood Lane	.42257
8	7737 D W. Grovewood Lane	.38021
9	20215 A S. Graceland Lane	.45540
10	20211 C S. Graceland Lane	.52933
11	20213 B S. Graceland Lane	.47658
12	20209 D S. Graceland Lane	.48696
13	7742 A Jefferson Ct.	.49778
14	7740 C Jefferson Ct.	.42257
15	7746 B Jefferson Ct.	.42257
16	7744 D Jefferson Ct.	.35903
17	7737 A Jefferson Ct.	.38021
18	7743 C Jefferson Ct.	.38021
19	7741 B Jefferson Ct.	.38021
20	7739 D Jefferson Ct.	.38021
21	7738 A Jefferson Ct.	.49778
22	7736 C Jefferson Ct.	.42257
23	7732 B Jefferson Ct.	.42257
24	7734 D Jefferson Ct.	.35903
25	7746 A Kenton Ct.	.45540
26	7740 C Kenton Ct.	.38021
27	7742 B Kenton Ct.	.38021
28	7744 D Kenton Ct.	.38021
29	7736 A Kenton Ct.	.42257
30	7730 C Kenton Ct.	.42257
31	7732 B Kenton Ct.	.42257
32	7734 D Kenton Ct.	.38021
33	20126A S. Graceland Lane	.45540
34	20120 C S. Graceland Lane	.38021
35	20122 B S . Graceland Lane	.38021
36	20124 D S . Graceland Lane	.38021
37	7746 A W. Harbor Ct.	.42257

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>% OF OWNERSHIP</u>
38	7752 C W. Harbor Ct.	.42257
39	7750 B W. Harbor Ct.	.42257
40	7748 D W. Harbor Ct.	.35903
41	7753 A W. Harbor Ct.	.45540
42	7747 C W. Harbor Ct.	.38021
43	7749 B W. Harbor Ct.	.38021
44	7751 D W. Harbor Ct.	.38021
45	7745 A W. Harbor Ct.	.45540
46	7739 C W. Harbor Ct.	.38021
47	7741 B W. Harbor Ct.	.38021
48	7743 D W. Harbor Ct.	.35903
49	20137 A S. Graceland Lane	.49778
50	20135 C S . Graceland Lane	.42257
51	20133 B S . Graceland Lane	.42257
52	20131 D S . Graceland Lane	.38021
53	7710 A W. Ivy Ct.	.49778
54	7712 C W. Ivy Ct.	.42257
55	7714 B W. Ivy Ct.	.42257
56	7716 D W. Ivy Ct.	.35903
57	7718 A W. Ivy Ct.	.45540
58	7724 C W. Ivy Ct.	.38021
59	7722 B W. Ivy Ct.	.38023
60	7720 D W. Ivy Ct.	.35903
61	7719 A W. Ivy Ct.	.45540
62	7717 C W. Ivy Ct.	.38021
63	7723 B W. Ivy Ct.	.38021
64	7721 D W. Ivy Ct.	.38021
65	7754 A W. Garland Ct.	.42257
66	7748 C W. Garland Ct.	.42257
67	7750 B W. Garland Ct.	.42257
68	7752 D W. Garland Ct.	.35903
69	7759 A W. Garland Ct.	.45540
70	7757 C W. Garland Ct.	.38021
71	7763 B W. Garland Ct.	.38021
72	7761 D W. Garland Ct.	.38021
73	7753 A W. Garland Ct.	.49778
74	7755 C W. Garland Ct.	.42257

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>% OF OWNERSHIP</u>
75	7749 B W. Garland Ct.	.42257
76	7751 D W. Garland Ct.	.35903
77	7759 A W. Emerald Ct.	.42257
78	7765 C W. Emerald Ct.	.42257
79	7763 B W. Emerald Ct.	.42257
80	7761 D W. Emerald Ct.	.35903
81	7751 A W. Emerald Ct.	.49778
82	7757 C W. Emerald Ct.	.42257
83	7755 B W. Emerald Ct.	.42257
84	7753 D W. Emerald Ct.	.38023
85	20160 A S. Graceland Lane	.45540
86	20154 C S. Graceland Lane	.38021
87	20156 B S. Graceland Lane	.38021
88	20158 D S. Graceland Lane	.38023
89	7735 A W. Floral Ct.	.49778
90	7733 C W. Floral Ct.	.42257
91	7737 B W. Floral Ct.	.42257
92	7739 D W. Floral Ct.	.38021
93	7734 A W. Floral Ct.	.42257
94	7740 C W. Floral Ct.	.42257
95	7738 B W. Floral Ct.	.42257
96	7736 D W. Floral Ct.	.38021
97	7727 A W. Floral Ct.	.45540
98	7729 C W. Floral Ct.	.38021
99	7723 B W. Floral Ct.	.38021
100	7725 D W. Floral Ct.	.38021
101	7726 A W. Douglas Ct.	.49778
102	7728 C W. Douglas Ct.	.42257
103	7722 B W. Douglas Ct.	.42257
104	7724 D W. Douglas Ct.	.38021
105	7731 A W. Douglas Ct.	.49778
106	7733 C W. Douglas Ct.	.42257
107	7727 B W. Douglas Ct.	.42257
108	7729 D W. Douglas Ct.	.38021
109	7734 A W. Douglas Ct.	.49778
110	7736 C W. Douglas Ct.	.42257
111	7730 B W. Douglas Ct.	.42257

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>% OF OWNERSHIP</u>
112	7732 D W. Douglas Ct.	.38021
113	7740 A W. Douglas Ct.	.49778
114	7738 C W. Douglas Ct.	.42257
115	7742 B W. Douglas Ct.	.42257
116	7744 D W. Douglas Ct.	.38021
117	7760 A W. Briar Ct.	.49778
118	7758 C W. Briar Ct.	.42257
119	7764 B W. Briar Ct.	.42257
120	7762 D W. Briar Ct.	.38021
121	7759 A W. Briar Ct.	.49778
122	7765 C W. Briar Ct.	.42257
123	7763 B W. Briar Ct.	.42257
123	7761 D W. Briar Ct.	.38021
125	7755 A W. Briar Ct.	.49778
126	7757 C W. Briar Ct.	.42257
127	7751 B W. Briar Ct.	.42257
128	7753 D W. Briar Ct.	.38021
129	7744 A W. Almond Ct.	.49778
130	7742 C W. Almond Ct.	.42257
131	7748 B W. Almond Ct.	.42257
132	7746 D W. Almond Ct.	.38021
133	7756 A W. Almond Ct.	.49778
134	7750 C W. Almond Ct.	.42257
135	7752 B W. Almond Ct.	.42257
136	7754 D W. Almond Ct.	.38021
137	7758 A W. Almond Ct.	.49778
138	7764 C W. Almond Ct.	.42257
139	7762 B W. Almond Ct.	.42257
140	7760 D W. Almond Ct.	.38021
141	7733 A W. Galeview Lane	.45540
142	7729 C W. Galeview Lane	.52933
143	7731 B W. Galeview Lane	.47658
144	7727 D W. Galeview Lane	.48696
145	7723 A W. Galeview Lane	.45540
146	7719 C W. Galeview Lane	.52933
147	7721 B W. Galeview Lane	.57658
148	7717 D W. Galeview Lane	.48696

Court Homes of Frankfort Square

Homeowners Manual

June 1, 1996

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>% OF OWNERSHIP</u>
149	20102 A S. Frankfort Square	.45540
150	20106 C S. Frankfort Square	.52933
151	20104 B S. Frankfort Square	.47658
152	20108 D S. Frankfort Square	.48696
153	201 17 A S. Hampton Ct.	.45540
154	201 13 C S. Hampton Ct.	.52933
155	201 15 B S. Hampton Ct.	.47658
156	201 11 D S. Hampton Ct.	.48696
157	7730 A W. Galeview Lane	.45540
158	7734 C W. Galeview Lane	.52933
159	7732 B W. Galeview Lane	.47658
160	7736 D W. Galeview Lane	.48696
161	20127 A S. Hampton Ct.	.45540
162	20123 C S. Hampton Ct.	.52933
163	20125 B S. Hampton Ct.	.47658
164	20121 D S. Hampton Ct.	.48696
165	20137 A S. Hampton Ct.	.45540
166	20133 C S. Hampton Ct.	.52933
167	20135 B S. Hampton Ct.	.47658
168	20131 D S. Hampton Ct.	.48696
169	20128 A S. Frankfort Square	.45540
170	20132 C S. Frankfort Square	.52933
171	20130 B S. Frankfort Square	.47658
172	20134 D S. Frankfort Square	.48696
173	7702 A W. Galeview Lane	.45540
174	7706 C W. Galeview Lane	.52933
175	7704 B W. Galeview Lane	.47658
176	7708 D W. Galeview Lane	.48696
177	7656 A W. Galeview Lane	.45540
17B	7660 C W. Galeview Lane	.52933
179	7658 B W. Galeview Lane	.47658
180	7662 D W. Galeview Lane	.48696
181	20146 A S. Deerfield Ct.	.45540
182	20150 C S. Deerfield Ct.	.52933
183	20148 B S. Deerfield Ct.	.47658
184	20152 D S. Deerfield Ct.	.48696
185	20156 A S. Deerfield Ct.	.45540

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>% OF OWNERSHIP</u>
186	20153 C S. Deerfield Ct.	.52933
187	20156 B S. Deerfield Ct.	.47658
188	20160 D S. Deerfield Ct.	.48696
189	20157 A S. Deerfield Ct.	.45540
190	20153 C S. Deerfield Ct.	.52933
191	20155 B S. Deerfield Ct.	.47658
192	20151 D S. Deerfield Ct.	.48696
193	7710 A W. Grovewood Lane	.45540
194	7714 C W. Grovewood Lane	.52933
195	7712 B W. Grovewood Lane	.47658
196	7716 D W. Grovewood Lane	.48696
197	7657 A W. Galeview Lane	.45540
198	7653 C W. Galeview Lane	.52933
199	7655 B W. Galeview Lane	.47658
200	7651 D W. Galeview Lane	.48696
201	20158 A S. Fairwood Ct.	.45540
202	20162 C S. Fairwood Ct.	.52933
203	20160 E S. Fairwood Ct.	.47658
204	20164 D S. Fairwood Ct.	.48696
205	20165 A S. Fairwood Ct.	.45540
206	20162 C S. Fairwood Ct.	.52933
207	20163 B S. Fairwood Ct.	.47658
208	20159 D S. Fairwood Ct.	.48696
209	7707 A W. Grovewood Lane	.45540
210	7703 C W. Grovewood Lane	.52933
211	7705 B W. Grovewood Lane	.47658
212	7701 D W. Grovewood Lane	.48696
213	20204 A S. Fairwood Ct.	.45540
214	20208 C S. Fairwood Ct.	.52933
215	20206 B S. Fairwood Ct.	.47658
216	20210 D S. Fairwood Ct.	.48696
217	20209 A S. Fairwood Ct.	.45540
218	20205 C S. Fairwood Ct.	.52933
219	20207 B S. Fairwood Ct.	.47658
220	20203 D S. Fairwood Ct.	.48696
221	7727 West Grovewood Lane	.55051
222	7725 West Grovewood Lane	.46578
223	7723 West Grovewood Lane	.50815
224	7721 West Grovewood Lane	.56131
225	7719 West Grovewood Lane	.50815

THE COURT HOMES OF FRANKFORT SQUARE

<u>UNIT NUMBER.</u>	<u>ADDRESS</u>	<u>'a OF OWNERSHIP</u>
1	217 A Grovewood 1138	.42257
2	217 B Grovewood 1142	.42257
3	217 C Grovewood 1144	.42257
4	217 D Grovewood 1140	.35903
5	216 A Grovewood 1133	.45540
6	216 B Grovewood 1135	-38021
7	216 C Grovewood 1131	.42257
8	216 D Grovewood 1137	.38021
9	317 A Graceland 20215	.45540
10	317 C Graceland 20211	.52933
11	317 B Graceland 20213	.47658
12	317 D Graceland 20209	.48696
13	381 A Jefferson 1142 J	.49778
14	381 C Jefferson 1140 J	.42257
15	381 B Jefferson 1146 J	.42257
16	381 D Jefferson 1144 J	.35903
17	380 A Jefferson 1137 J	.38021
18	380 C Jefferson 1143 J	.38021
19	380 B Jefferson 1141 J	.38021
20	380 D Jefferson 1139 J	.38021
21	379 A Jefferson 1133 J	.49778
22	379 C Jefferson 1136 J	.42257
23	379 B Jefferson 1132 J	.42257
24	379 D Jefferson 1134 J	.35903
25	381 A Kenton 1146 K	.45540
26	381 C Kenton 1140 K	.38021
27	381 B Kenton 1142 K	.38021
28	381 D Kenton 1144 K	.38021
29	379 A Kenton 1136 K	.42257
30	379 C Kenton 1130 K	.42257
31	379 B Kenton 1132 K	.42257
32	379 D Kenton 1134 K	.38021
33	380 A Graceland 20126 G	.45540
24	380 C Graceland 20120 G	.38021
35	380 B Graceland 20122 G	.38021
36	380 D Graceland 20124 G	.38021
37	216 A Harbor 1146 H	.42257
38	216 C Harbor 1152 H	.42257
39	216 B Harbor 1150 H	.42257
40	216 D Harbor 1148 H	.35903
41	219 A Harbor 1153 H	.45540
42	219 C Harbor 1147 H	.38021
43	219 B Harbor 1149 H	.38021
44	219 D Harbor 1151 H	.38021

UNIT NUMBERADDRESS% OF OWNERSHIP

45	218 A Harbor 7746 H	.45540
46	218 C Harbor 7739 H	.38021
47	218 B Harbor 7741 H	.38021
48	218 D Harbor 7743 H	.35903
49	216 A Graceland 20137 G	.49778
50	216 C Graceland 20135 G	.42257
51	216 B Graceland 20133 G	.42257
52	216 D Graceland 20131 G	.38021
53	376 A Ivy 7710 I	.49778
54	376 C Ivy 7712	-42257
55	376 B Ivy 7714	-42257
56	376 D Ivy 7716	.35903
57	377 A Ivy 7718	.45540
58	377 C IVY 7724	.38021
59	377 B Ivy 7722	.38021
60	377 D Ivy 7720	.35903
61	378 A Ivy 7719	.45540
62	378 C Ivy 7717	.38021
63	378 B Ivy 7723	.38021
64	378 D Ivy 7721	.38021
65	221 A Garland 7754 G	.42257
66	221 C Garland 7748 G	-42257
67	221 B Garland 7750 G	.42257
68	221 D Garland 7752 G	.35903
69	222 A Garland 7759 G	.45540
70	222 C Garland 7757 G	.38021
71	222 B Garland 7763 G	.38021
72	222 D Garland 7761 G	.38021
73	220 A Garland 7753 G	.49778
74	220 C Gariand 7755 G	.42257
75	220 B Garland 7749 G	.42257
76	220 D Garland 7751 G	.35903
77	223 A Emerald 7759 E	.42257
78	223 C Emerald 7765 E	.42257
79	223 B Emerald 7763 E	.42257
80	223 D Emerald 7761 E	.35903
81	222 A Emerald 7751 E	.49778
82	222 C Emerald 7757 E	.42257
83	222 B Emerald 7755 E	.42257
84	222 D Emerald 7753 E	.38021
85	330 A Graceland 20160 G	.45540
86	330 C Graceland 20154 G	.38021
87	330 B Graceland 20156 G	.38021
88	330 D Graceland 20158 G	.38021

UNIT NUMBERADDRESS% OF OWNERSHIP

133	223 A Almond 7756A	.49770	
134	223 C Almond 7750	.42257	
135	223 B Almond 7752	.42257	
136	223 D Almond 7754	.38021	
137	222 A Almond 7758	.49778	
138	222 C Almond 7764	-42257	
139	222 B Almond 7762	.42257	
140	222 D Almond 7760	.38021	
141	336 A Galeview 7733	.45540	
142	336 C Galeview 7729	.52933	
143	336 B Galeview 7731	.47658	
144	336 D Galeview 7727	.48696	
145	332 A Galeview 7723	.45540	
146	332 C Galeview 7719	.52933	
147	332 B Galeview 7721	.57658	
148	332 D Galeview 7717	.48696	
149	376 A Frankfort Sq. 20102F	.45540	
150	376 C Frankfort Sq. 20104	.52933	20106
151	376 B Frankfort Sq. 20106	.47658	20104
152	376 D Frankfort Sq. 20108	.48696	
153	354 A Hampton 20117H	.45540	
154	354 C Hampton 20115	.52933	20113
155	354 B Hampton 20113	.47658	20115
156	354 D Hampton 20111	.48696	
157	340 A Galeview 77306	.45540	
158	340 C Galeview 7732	.52933	7734
159	340 B Galeview 7734	.47658	7732
160	340 D Galeview 7731	.48696	
161	344 A Hampton 20127H	.45540	
162	344 C Hampton 20125	.52933	20123
163	344 B Hampton 20123	.47658	20125
164	344 D Hampton 20121	.48696	
165	334 A Hampton 20137	.45540	
166	334 C Hampton 20135	.52933	20133
167	334 B Hampton 20133	.47658	20135
168	334 D Hampton 20131	.48696	
169	330 A Frankfort Sq. 20128	.45540	
170	330 C Frankfort Sq. 20132	.52933	
171	330 B Frankfort Sq. 20130	.47658	
172	330 D Frankfort Sq. 20134	.48696	
173	328 A Galeview 7702	.45540	
174	328 C Galeview 7706	.52933	
175	328 B Galeview 7704	.47658	
176	328 D Galeview 7708	.48696	

UNIT NUMBERADDRESS% OF OWNERSHIP

177	211 A Galeview 7656	.45540
178	211 C Galeview 7660	.52933
179	21-1 B Galeview 7658	.47658
180	211 D Galeview 7662	.48696
181	211 A Deerfield 20146	.45540
182	211 C Deerfield 20150	.52933
183	211 B Deerfield 20148	.47658
184	211 D Deerfield 20152	.48696
185	212 A Deerfield 20154	.45540
186	212 C Deerfield 20158	.52933
187	212 B Deerfield 20156	.47658
188	212 D Deerfield 20160	.48696
189	210 A Deerfield 20157	.45540
190	210 C Deerfield 20153	.52933
191	210 B Deerfield 20155	.47658
192	210 D Deerfield 20151	.48696
193	215 A Grovewood 7710	.45540
194	215 C Grovewood 7714	.52933
195	215 B Grovewood 7712	.47658
196	215 D Grovewood 7716	.48696
197	208 A Galeview 7657	.45540
198	208 C Galeview 7653	.52933
199	208 B Galeview 7655	.47658
200	208 D Galeview 7656	.48696
201	318 A Fairwood 20158	.45540
202	318 C Fairwood 20162	.52933
203	318 B Fairwood 20160	.47658
204	218 D Fairwood 20164	.48696
205	317 A Fairwood 20165	.45540
206	317 C Fairwood 20161	.52933
207	317 B Fairwood 20163	.47658
208	317 D Fairwood 20159	.48696
209	214 A Grovewood 7707	.45540
210	214 C Grovewood 7703	.52933
211	214 B Grovewood 7705	.47658
212	214 D Grovewood 7701	.48696
213	316 A Fairwood 20204	.45540
214	316 C Fairwood 20208	.52933
215	316 B Fairwood 20206	.47658
216	316 D Fairwood 20210	.48696
217	315 A Fairwood 20209	.45540
218	315 C Fairwood 20205	.52933
219	315 B Fairwood 20207	.47658
220	315 D Fairwood 20203	.48696
221	232 Grovewood 7727	.55051
222	230 Grovewood 7725	.46578
223	228 Grovewood 7723	.50815
224	226 Grovewood 7721	.56131
225	224 Grovewood 7719	.50815

(-20156A ?
-20153C ?)

-20162

77196R overwood
77216R overwood
77236R
77256R
77276R

File
Declaration
FRANK Post 44.

AMENDED EXHIBIT "D"

WINDFORS SQUARE CONDOMINIUM ASS

The percentages of the undivided inter-
Common Elements allocated to each Unit (which per-
centage shall be subject to change in the event addition
of units hereafter annexed or added to the condominium
as provided in the Declaration) are as follows:

Unit Number	Percentage of Int In the Common Ele
13	.49778
14	.42257
15	.42257
16	.42257
17	.35903
18	.38021
19	.38021
20	.38021
21	.38021
22	.49778
23	.42257
24	.42257
25	.35903
26	.45540
27	.38021
28	.38021
29	.38021
30	.45540
31	.38021
32	.38021
33	.42257
34	.45540
35	.38021
36	.38021
37	.38021
38	.42257
39	.42257
40	.42257
41	.35903
42	.45540
43	.38021
44	.38021
45	.38021
46	.45540
47	.38021
48	.38021
49	.35903
50	.49778
51	.42257
52	.42257
53	.38021
54	.49778
55	.42257
56	.42257
57	.35903
58	.45540
59	

AMENDED EXHIBIT "D" (Cont'd.)

<u>Unit Number</u>	<u>Percentage of Interest in the Common Elements</u>
61	.40680
62	.38021
63	.38021
64	.38021
65	.42257
66	.42257
67	.42257
68	.35903
69	.45540
70	.38021
71	.38021
72	.38021
73	.49778
74	.42257
75	.42257
76	.35903
77	.42257
78	.42257
79	.42257
80	.35903
81	.49778
82	.42257
83	.42257
84	.38021
85	.45540
86	.38021
87	.38021
88	.38021
89	.49778
90	.42257
91	.42257
92	.38021
93	.42257
94	.42257
95	.42257
96	.38021
	.40680
	.38021
	.38021
	.38021
100	.38021
101	.49778
102	.42257
103	.42257
104	.38021
105	.49778
106	.42257
107	.42257
108	.38021
109	.49778
110	.42257
111	.42257
112	.38021
113	.49778
114	.42257
115	.42257
116	.38021
117	.49778
118	.42257
119	.42257
120	.38021

AMENDED EXHIBIT "D" (Cont'd.)

<u>Unit Number</u>	<u>Percentage of Interest In the Common Elements</u>
121	.40778
122	.42257
123	.42257
124	.38021
125	.40778
126	.42257
127	.42257
128	.38021
129	.40778
130	.42257
131	.42257
132	.38021
133	.40778
134	.42257
135	.42257
136	.38021
137	.40778
138	.42257
139	.42257
140	.38021
141	.45540
142	.52933
143	.47658
144	.48606
145	.45540
146	.52933
147	.47658
148	.48606
149	.45540
150	.52933
151	.47658
152	.48606
153	.45540
154	.52933
155	.47658
156	.48606
157	.45540
158	.52933
159	.47658
160	.48606
161	.45540
162	.52933
163	.47658
164	.48606
165	.45540
166	.52933
167	.47658
168	.48606
221	.55051
222	.46578
223	.50815
224	.46131
225	.50815
191	.45540
192	.52933
193	.47658
194	.48606
195	.45540
196	.52933
197	.47658
198	.48606
1	.42257
2	.42257
3	.42257
4	.35003
5	.45540
6	.38021
7	.42257
8	.38021

AMENDED EXHIBIT "D" (Contd)

<u>Unit Number</u>	<u>Percentage of Interest In the Common Elements</u>
181	.45540
182	.52933
183	.47658
184	.48696
185	.45540
186	.52933
187	.47658
188	.48696
189	.45540
190	.52933
191	.47658
192	.48696
193	.45540
194	.52933
195	.47658
196	.48696
169	.45540
170	.52933
171	.47658
172	.48696
173	.45540
174	.52933
175	.47658
176	.48696
177	.45540
178	.52933
179	.47658
180	.48696
197	.45540
198	.52933
199	.47658
200	.48696
201	.45540
202	.52933
203	.47658
204	.48696
205	.45540
206	.52933
207	.47658
208	.48696
209	.45540
210	.52933
211	.47658
212	.48696
213	.45540
214	.52933
215	.47658
216	.48696
217	.45540
218	.52933
219	.47658
220	.48696
?	.45540
10	.52933
11	.47658
12	.48696

100.00000%

ANALYSIS REPORT "D" (Contd)

<u>Brit. Number</u>	<u>Percentage of Impurity In the Common Elements</u>
181	.86445
182	.53985
183	.88606
184	.89664
185	.86445
186	.53985
187	.88606
188	.89664
189	.86445
190	.53985
191	.88606
192	.89664
193	.86445
194	.53985
195	.88606
196	.89664
199	.86445
170	.53985
171	.88606
172	.89664
173	.86445
174	.53985
175	.88606
176	.89664
177	.86445
178	.53985
179	.88606
180	.89664
197	.86445
198	.53985
199	.88606
200	.89664
201	.86445
202	.53985
203	.88606
204	.89664
205	.86445
206	.53985
207	.88606
208	.89664
209	.86445
210	.53985
211	.88606
212	.89664
213	.86445
214	.53985
215	.88606
216	.89664
217	.86445
218	.53985
219	.88606
220	.89664
	<u>100.00000%</u>
