

DECLARATION OF CONDOMINIUM OWNERSHIP
LOTS 20 & 21, TREVI GARDENS FIFTH ADDITION P.U.D. CONDOMINIUM

THIS DECLARATION made and entered into by DUAL DEVELOPMENT COMPANY II, a joint venture composed of MAURICE B. DULLENTY, JANICE E. DULLENTY, JOSEPH G. ALBERS and SANDRA K. ALBERS, hereinafter referred to as the "Declarant",

W I T N E S S E T H :

WHEREAS, the Declarant is the record owner of a certain parcel of real estate in the City of Springfield, County of Sangamon and State of Illinois, legally described on Exhibit "A" attached hereto and by reference made a part hereof, which parcel of real estate is known as Lots 20 and 21, Trevi Gardens Fifth Addition P.U.D. Condominium; and

WHEREAS, the Declarant intends to and does hereby submit the parcel together with all improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Condominium Property Act of the State of Illinois; and

WHEREAS, Declarant is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Parcel or any part thereof, certain easements and rights in, over and upon the property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

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

NOW, THEREFORE, the Declarant, as the record owner of the real estate described on Exhibit "A" and for purposes above set forth, hereby declares as follows:

1. DEFINITIONS. As used herein, unless the context otherwise requires:

(a) "Act" means the "Condominium Property Act" of the State of Illinois.

(b) "Declaration" means this instrument by which the property is submitted to the provisions of the Act, as

hereinafter provided, and such Declaration as from time to time amended.

(c) "Parcel" means the parcel or tract of real estate, described on Exhibit "A".

(d) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including buildings and all easements, rights and appurtenances belonging thereto, and all fixtures, equipment and furnishings intended for the mutual use, benefit or enjoyment of the Unit Owners.

(e) "Unit" means that part of the property designated and intended for independent ownership by the unit owner as shown on the Plat intended for independent use and occupancy. Each Unit shall consist of the space enclosed and bounded by horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat provided, however, that the vertical of each Unit shall not exceed height restrictions imposed by applicable restrictive covenants or by local zoning ordinances, whichever is less.

(f) "Common Elements" means all of the Parcel, except the Units and, shall include, but shall not be limited to the land, all access roads and streets, storm sewers, sanitary sewers, water mains, cable TV systems, gas mains, telephone lines and all other utilities or other improvements, outside walks and driveways, landscaping and all other portions of the parcel except the individual Units. Common elements shall specifically include those parts of Argenta Drive, Messina Drive and Racina Drive located within the described parcel and any and all utilities, storm and sanitary sewers located within the boundaries of said roads. Said roads and all storm sewers, sanitary sewers and utilities not maintained by individual companies shall be maintained by the Association in accord with the provisions of this Declaration, and the roads shall remain open to the public and to the guests, visitors and invitees of the various Unit Owners.

(g) "Limited Common Elements" means all of the Common Elements contiguous to or serving exclusively a Unit or adjoining Units as an inseparable appurtenance thereto, including but not limited to, garages, automobile parking spaces, storage facilities, rubbish collection areas, porches, patios (including landscaping and enclosed walks), and pipes and equipment for air conditioning of the Unit, which may from time to time be designated by the Board, as hereinafter defined and which will serve exclusively the Unit to which they are assigned. The Declarant has made no designation of Limited Common Elements with respect to this Declaration or

the Plat attached hereto, but the Association or Board shall reserve the right to so designate Limited Common Elements.

(h) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real estate.

(i) "Unit Owner" means the person or persons whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a Unit.

(j) "Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent (50%) of the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership of the Common Elements.

(k) "Unit Ownership" means a part of the Parcel consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

(l) "Building" means the building or improvements located within the respective Units located within the horizontal and vertical planes of each unit as shown on the Plat in accord with the restrictions imposed by this Declaration and other applicable covenants and restrictions.

(m) "Association" means the Lots 20 and 21, Trevi Gardens Fifth Addition P.U.D. Condominium Association.

(n) "Board" means the Board of Directors of the Association.

2. SUBMISSION OF PROPERTY TO THE ACT. The Declarant, as the owner in fee simple of the Parcel, expressly intends to and, by recording this Declaration, does hereby submit the Parcel to the provisions of the Condominium Property Act of the State of Illinois.

3. PLAT. The Plat attached hereto as Exhibit "B", and by this reference made a part hereof, sets forth the measurements, elevations, locations and other data, as required by the Act including (1) the Parcel and its exterior boundaries; (2) the existing Buildings, if any; and (3) each Unit located on the property. It is understood that the buildings located on the Parcel are not completed, and that in the event the structural components of any one or more Buildings within the Unit boundaries are not in place on the date of recording of this Declaration, the Declarant reserves the right to and shall cause to be recorded, from time to time until all of said structural components are in place, an amended Plat showing the actual locations and dimensions

of the boundaries of those Units in the Buildings that are completed after the date of recording of this Declaration. Whenever in this Declaration the term "Plat" or Exhibit "B" appears, it shall be deemed to include such amended plats as shall be hereafter recorded pursuant to this paragraph.

4. UNIT IDENTIFICATION. Each Unit is identified on the Plat by a distinguishing number or other symbol. The legal description of each Unit shall refer to such identifying number or symbol.

5. ADMINISTRATION AND OPERATION OF THE PROPERTY. The governing body of all the Unit Owners for the administration and operation of the Property, as provided in the Act and this Declaration and in the attached By-Laws, shall be the Board of Directors who shall be elected in the manner provided in the By-Laws. The Board of Directors, when authorized by a majority of the Unit Owners, shall cause to be incorporated a not-for-profit corporation as provided by the Act, and in such event, or in the event Declarant has heretofore caused such corporation to be organized, then such corporation (hereinafter referred to as "Association") shall be the governing body for all of the Unit Owners for the administration and operation of the Parcel as provided in the Act and in this Declaration and By-Laws. The Board of Directors of such Association shall constitute the Board of Managers provided for in the Act, and all rights, titles, powers, privileges and obligations vested in or imposed upon the Board of Directors in the Act and in this Declaration and in the By-Laws shall be held or performed by the Association or by the duly elected members of the Board of Directors thereof and their successors in office. The By-Laws for the governing body shall be the By-Laws appended hereto as Exhibit "C" and made a part hereof.

Whenever the word "Board" is used in the Declaration or in the By-Laws, it shall mean and refer to the Board of Directors if there is no Association, or if there is an Association, it shall mean and refer to said Association acting through its Board of Directors. The Board shall be elected by the Unit Owners in accordance with the By-Laws. Neither the Board, the Association nor the Unit Owners shall be deemed to be conducting a business of any kind. All funds collected by the Board shall be held and expended for the purpose designated in the Declaration and By-Laws and (except for such adjustments as the Board may require to reflect delinquent, prepaid and special assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentage set forth in Exhibit "D", and shall be administered in accordance with the provisions of the Declaration and By-Laws. Each Unit Owner shall be a member of the Association in so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon transfer of his ownership interest, the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association.

6. INDEMNITY. The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake or 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 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 of 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.

7. BOARD'S DETERMINATION BINDING. In the event of any dispute or disagreement between any Unit Owners relating to the Parcel, 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.

8. OWNERSHIP OF THE COMMON ELEMENTS. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owners, as set forth in the schedule attached hereto as Exhibit "D" and by this reference made a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded Amendment to this Declaration consent to by all Unit Owners in writing at any time or by reason of paragraph 5 of this Declaration. Said ownership interests in the Common Elements shall be undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit "D". The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated.

9. USE OF THE COMMON ELEMENTS. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements, if any) 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 any Limited Common Elements designated as serving exclusively that Owner's

Unit. Such Limited 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, easements or concessions with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws. Common elements shall specifically include those parts of Argenta Drive, Messina Drive and Racina Drive and any storm sewer, sanitary sewer or any utility, whether maintained by the Association or by any utility company, located within the described parcel. Said roads shall be maintained by the Association in accord with the provisions of this Declaration and shall remain open to the public and to the guests, visitors and invitees of the various Unit Owners.

10. COMMON EXPENSES. Each Unit Owner shall pay his proportionate share of the expenses of administration, maintenance and repair of the Common Elements (including Argenta, Messina and Racina Drive and any storm or sanitary sewers or other utilities maintained by the Association within said roads) 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 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 Parcel as provided in the Act.

11. SEPARATE MORTGAGES. 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 Parcel or any part thereof, except only to the extent of his Unit and his respective ownership interest in the Common Elements.

12. SEPARATE REAL ESTATE TAXES. It is understood that real estate taxes are to be separately taxed to each Unit Owner for 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 Parcel 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.

13. INSURANCE.

(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 percentage 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 expenses. 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 mortgage 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 Common Elements, 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 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 of 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 person, 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 Declarant, the manager and managing agent of the Building, if any, and their respective employees and agents, from streets and sidewalks 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 more insured parties against the 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 improvements, buildings and contents of his 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 buildings or structures or any other 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 arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the 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, member of the Board, the Declarant, the manager and managing agent of the building, 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.

14. MAINTENANCE, REPAIRS AND REPLACEMENTS. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit. 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 Limited Common Elements may be assessed in whole or in part to Unit Owners benefit 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 subcontractor's sworn statements as may be required to protect the Parcel from all mechanics' or materialmen's lien claims that may arise therefrom.

The Board may cause to be discharged any mechanics' lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Parcel 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, 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.

If, due to the act or neglect of a Unit Owner, or of a member or 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 not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this paragraph 14. All expenses which, pursuant to this paragraph 14, 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.

The Board shall have access to those areas of the individual Units shown on the Plat to be dedicated for easement purposes in order to construct, install, operate and maintain any and all types of utility services installed within the designated easement areas, including but not limited to, water, sewer, electric, cable television, natural gas, and any and all other types of utility service.

15. ALTERATIONS, ADDITIONS OR IMPROVEMENTS. No alterations of any Common Elements, or any additions or improvements thereof, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common expense (or in the case of Limited 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 required expenditure in excess of \$1,000.00 without approval of the 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 to his Unit with 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.

16. CONSTRUCTION OF BUILDINGS AND IMPROVEMENTS. All buildings and improvements erected on any Unit shall be first approved by the Architectural Control Committee of the Trevi Gardens Subdivision as provided for in the Declaration of Covenants, Conditions and Restrictions recorded April 27, 1978, in the Office of the Recorder of Deeds, Sangamon County, Illinois, as Document No. 789859. In addition, said buildings and improvements shall comply with the requirements of the Declaration of Covenants, Conditions and Restrictions for Trevi Gardens Homeowners Association, and other applicable covenants and restrictions contained in this Declaration. If there is a conflict between any restriction or covenant contained in this Declaration and any restriction or covenant contained in the Declaration of Covenants, Conditions and Restrictions for Trevi Gardens Homeowners Association, this Declaration shall control insofar as is necessary to achieve harmony and agreement between the two Declarations.

17. ENCROACHMENTS. If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portion of the Common Elements of any

other Units, as the Common Elements and Units are shown by the survey comprising the Plat attached hereto as Exhibit "B", there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachments so long as the same shall exist.

18. SALE OR LEASE BY A UNIT OWNER--FIRST OPTION TO BOARD.

(a) If any Unit Owner, other than the Declarant and other than a mortgagee acquiring a Unit by foreclosure or by deed in lieu of foreclosure shall desire at any time to sell or lease his Unit Ownership of lessee of any Unit wishing to assign or sublease such Unit, other than to a person related by blood or marriage to the Unit Owner, he shall first give the Board at least thirty (30) days prior written notice of the proposed sale or lease, which notice shall state the name and address and financial and character references of the proposed purchaser or lessee and the terms of the proposed sale or lease. During the period of thirty (30) days following the receipt by the Board of such written notice, the Board shall have the first right at its option to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in such notice.

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

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

The Board shall have the authority to elect not to exercise such option and to give written notice of such election. A certificate executed and acknowledged by the president or secretary of the Board, certifying that the Board has elected not to exercise such option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, shall be conclusive evidence of such election by the Board and of the compliance with the provisions hereof by the Unit Owner proposing to make such proposed sale or lease.

Such certificate shall be furnished to such Unit Owner upon his compliance with the provisions hereof.

If the Board shall adopt a resolution recommending that it shall exercise its option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, the Board shall promptly call a meeting of all of the Unit Owners for the purpose of voting upon such option, which meeting shall be held within said thirty (30) day period. If Unit Owners owning not less than 64% in the aggregate in interest of the undivided ownership of the Common Elements by affirmative vote at such meeting, authorize the Board to exercise such option to make such purchase or lease, then the Board shall promptly give written notice of such election as herein provided. In such event, such purchase or lease by the Board shall be closed and consummated, and, for such purpose, the Board shall have the authority to make such mortgage or other financing arrangements, and to make such assessments proportionately among all the respective Unit Owners, and to make such other arrangements, as the Board may deem desirable in order to close and consummate such purchase or lease of such Unit Ownership by the Board.

If the Board shall make any such purchase or lease of a Unit Ownership as herein provided, the Board or its nominee shall hold the same for the benefit of the remaining Unit Owners and shall have the authority at any time thereafter to sell or sublease such Unit Ownership upon such terms as the Board shall deem desirable, and all of the net proceeds or deficit therefrom shall be applied among, or charged to, such remaining Unit Owners in proportion to their respective interests in such Unit Ownership.

If a proposed lease of any Unit Ownership is made by any Unit Owner after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such Unit Owner to the Board, and the lessee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration and the By-Laws, and the lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall apply to such Unit Ownership.

If any sale or lease of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale or lease shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the

Board hereunder or at law or in equity in connection therewith.

The foregoing provisions with respect to the Board's right of first option as to any proposed sale or lease shall be and remain in full force and effect until the Parcel as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the foregoing provisions.

For the purpose of this paragraph 18, the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit Ownership, and the term "Unit Ownership" shall include the beneficial interest, shares or partnership interest, as the case may be, held by such Owner.

(b) GIFT. Any Unit Owner other than Declarant and other than a mortgagee acquiring a Unit by foreclosure or by deed in lieu of foreclosure, who wishes to make a gift of his Unit Ownership or any interest therein to any person or persons who is not a spouse, descendant, ancestor or a descendant of an ancestor of the Unit Owner shall give to the Board not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Board shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by appraisal as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Unit Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as appraiser. The two appraisers so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as a third appraiser. Within fifteen (15) days after the appointment of said appraiser, the three appraisers shall determine by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Unit Owner and the Board. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

(c) DEVISE. In the event any Unit Owner dies leaving a Will devising his or her Unit Ownership or any interest therein, to any person or persons not a surviving spouse, descendant, ancestor or descendant of an ancestor of the Unit Owner, and said will is admitted to probate, the Board shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership or interest therein either from the devisee or devisees thereof named in said Will, or if a power of sale is conferred by then the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by appraisal. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Unit Owner, the Board shall appoint a qualified real estate appraiser to act as an appraiser and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative as the case may be. Within fifteen (15) days of the receipt of notice from the Board, said devisee or devisees or personal representative, as the case may be, shall have fifteen (15) days to appoint an appraiser. The two appraisers so appointed, shall within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as a third appraiser. Within fifteen (15) days thereafter, the three appraisers shall determine, by majority vote, the fair market value of the Unit Ownership, or interest therein, devised by the deceased owner and shall thereupon give written notice of such determination to the Board and said devisee or devisees or personal representative, as the case may be. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire six (6) months after the expiration of the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative as the case may be, within the said option periods.

(d) INVOLUNTARY SALE. In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale, whether by judicial foreclosure or by power of sale contained in a Deed of Trust), the person acquiring title through such sale shall, before taking possession of the Unit so sold give thirty (30) days written notice to the Board of his intention so to do, whereupon the Board shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at said sale. If said Option is

not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option in said thirty (30) days period. Prior to the Board exercising its irrevocable option to purchase any Unit offered pursuant to the foregoing sections of this Article, approval at a regular or special meeting of the Unit Owners duly called, in conformity with the provisions of this Declaration, of the majority of Unit Owners shall be required. The sale, lease or other disposition of any Unit acquired by the Board pursuant to exercise of such irrevocable option to purchase shall be in accordance with the terms and provisions as the Board in each instance approves.

In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in paragraph 21. Nothing herein shall be construed to require the holder of a mortgage to furnish notice of default of the Board.

19. USE AND OCCUPANCY RESTRICTIONS. No Unit shall be used for other than residential purposes. Each Unit shall be used as a residence for a single family, and for no other purpose, by the Unit Owner and his family, by not more than three (3) unmarried individuals, or by a person or single family to whom the Unit Owner shall have leased his Unit, subject to the provisions with respect to leasing contained in the Declaration.

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 common parking areas, storage areas, management office and other special areas shall be used for the purposes approved by the Board.

Unit Owners and their guests will refrain from parking motor vehicles in such a manner as to impede access to garage areas or ingress and egress to the individual units and will otherwise be required to refrain from impeding access to each unit.

20. AGREEMENTS WITH ADJOINING PROPERTY OWNERS. The Declarant or the Board shall have the authority to grant easements to or obtain easements from the adjoining property owners to make connections to public facilities.

20-A. HOMEOWNER'S ASSOCIATION. The owners of each unit shall be members of the Trevi Gardens Subdivision Homeowners Association and each unit, regardless of its number of owners, shall be entitled to one vote under the by-laws of said association by virtue of said membership. Each unit and its owner shall be subject to assessment and levy for fees by the Trevi Gardens Homeowners Association for maintenance of the common elements of Trevi Gardens Subdivision in the same proportion and in the same amounts as the other members of the Trevi Gardens Homeowners Association. The Common Elements shall not be subject to any assessment or levy for fees by the Trevi Gardens Homeowners Association.

The association formed pursuant to this Declaration and By-Laws, to wit, the Lots 20 and 21, Trevi Gardens Fifth Addition P.U.D. Condominium Association, shall not have any voting membership in the Trevi Gardens Homeowners Association but shall nevertheless comply with the covenants and restrictions contained in the protective covenants and restrictions for Trevi Gardens Subdivision previously recorded in the office of the Recorder of Deeds of Sangamon County, Illinois, as shall the owner or owners of each individual condominium unit, subject to the terms and conditions of this declaration. If there is a conflict between the terms and conditions of this Declaration and the Declaration of Easements, Covenants and Restrictions for Trevi Gardens, this Declaration and any required provisions supplied by the Condominium Property Act shall be controlling.

21. REMEDIES. In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-Laws or rules and regulations of the 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 eight percent (8%) 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 nonpayment 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 Parcel. 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 expense 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.

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 reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a ten-day notice in writing to terminate the right of 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 defaulting 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 Owners, 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 of said defaulting Owner in the Parcel 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 reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expense 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 unpaid 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 possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration.

22. AMENDMENT. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Unit Owners having at least three-fourths (3/4ths) of the total vote, and certified by the secretary of the Board; provided, however,

that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by said secretary certifying to such mailing is a part of such instrument.

Notwithstanding the provisions of the foregoing paragraph, if the Act, or this Declaration, or the By-Laws, requires the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provisions of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Declaration.

The change, modification or rescission, whether accomplished under either of the provisions of the preceding two paragraphs shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Sangamon County; provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict the provisions of the Illinois Condominium Property Act.

23. NOTICE. 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 Springfield, Illinois (indicating thereon the number of the respective Unit or apartment 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 notice 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 acknowledgement of the receipt therefor.

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.

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

25. PERPETUITIES AND OTHER RULES OF PROPERTY. If any of the options, privileges, covenants or rights created by this

Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Mayor of the City of Springfield and the incumbent President of the United States.

26. RIGHTS AND OBLIGATIONS. Each grantee of Declarant 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, mortgages 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.

27. GENERAL PROVISIONS.

(a) Until such time as the Board provided for in this Declaration is formed, the Declarant 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 title holding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, 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 title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

28. In the event that any of the provisions of this Declaration or the By-Laws adopted by the Board or Association, pursuant thereto, shall be in conflict with the requirements of the Condominium Property Act of the State of Illinois or other statutes of the State of Illinois, applicable local ordinances, or applicable common law, said Condominium Property Act, the statutes of the State of Illinois, or applicable local ordinances or common law, as the case may be, shall be deemed controlling and that portion of this Declaration, and only that portion, shall be deemed null and void to the extent of said conflict provided, however, that the rest of the Declaration shall be deemed in full force and effect. Any provision of not contained in this Declaration or By-Laws required by the Condominium Property Act of the State of Illinois, which is not included herein, shall be deemed incorporated herein by reference and made a part hereof as if set forth in full.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 15th day of November, 1993.

DUAL DEVELOPMENT COMPANY II,

By: Maurice B. Dullenty
MAURICE B. DULLENTY

Janice E. Dullenty
JANICE E. DULLENTY

Joseph G. Albers
JOSEPH G. ALBERS

Sandra K. Albers
SANDRA K. ALBERS

STATE OF ILLINOIS)
COUNTY OF SANGAMON) SS.

I, Sandra S. Harvill, a Notary Public in and for said county and state, do hereby certify that MAURICE B. DULLENTY and JANICE E. DULLENTY, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of November, 1993.

Sandra S. Harvill
Notary Public



STATE OF ILLINOIS)
COUNTY OF SANGAMON) SS.

I, Sandra S. Harvill, a Notary Public in and for said county and state, do hereby certify that JOSEPH G. ALBERS and SANDRA K. ALBERS, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of November, 1993.

Sandra S. Harvill
Notary Public

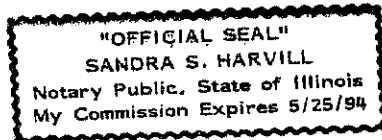


EXHIBIT "A"

Legal Description

Lots 20 and 21, Trevi Gardens Fifth Addition P.U.D.

000520

EXHIBIT "B"

See attached survey by Joseph G. Albers dated September, 1993

000521

EXHIBIT "C"

BY-LAWS

OF

**LOTS 20 & 21, TREVI GARDENS FIFTH ADDITION P.U.D.
CONDOMINIUM ASSOCIATION**

ARTICLE I

General Provisions

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

ARTICLE II

Members

Section 1. Classes of Members, Membership, and Termination Thereof. The Association shall have one class of members. The designation of such class and the qualification of the members of such class shall be as follows:

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

000522

Section 2. Votes and Voting Rights.

(a) Unit the date of the first annual meeting of the members, as provided in Article III, Section 1 hereof, no member of the Association shall have any voting rights and the right of the members to vote on any matter is hereby denied until such date; unless otherwise required by the Condominium Act.

(b) Commencing with the date of the first annual meeting of the members, the total number of votes of all members shall be 100. Each member shall be entitled to the number of votes equal to his percentage ownership interests in the Common Elements (as defined in the Declaration) times 100 at the time any matter is submitted to a vote of the members.

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

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

Section 3. Transfer of Membership. Membership in this Association is not transferrable or assignable, except as provided in Article II, Section 1 hereof.

ARTICLE III
Meetings of Members

Section 1. Annual Meeting. The first annual meeting of the members shall be held on such date as fixed by the Declarant, which date shall in no event be later than the earlier of (a) three years from the date the Declaration is recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois, (b) sixty (60) days from the date when 75% of the Units have been conveyed by the Declarant, or (c) such earlier time as selected by the Declarant. Thereafter, an annual meeting of the members for the purpose of

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

Section 2. Special Meetings. Special meetings of the members may be called by the Board, the President, or not less than 20% of the members. All matters to be considered at special meetings of the members called by not less than 20% of the members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the members called to consider such matters.

Section 3. Place and Time of Meeting. All meetings of the members shall take place at 8:00 p.m. in some section of the Property designed by the person or persons calling the meeting, or at such other reasonable place or time designed by the Board or the person or persons calling the meeting.

Section 4. Notice of Meetings. Written or printed notice stating the purpose, place, day and hour of any meeting of members, shall be delivered by mail to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the president or the secretary, or the officer or persons calling the meeting. Anything herein contained to the contrary notwithstanding, notice of the first annual meeting of the members shall be given to the members at least twenty-one (21) days before the date of such meeting. Within three (3) working days of receipt of request of any Unit Owner, the Declarant (or Board as the case may be) shall provide to such Unit Owner, the names, addresses, telephone numbers (if available) and weighted votes of each Unit Owner entitled to vote at such meeting. The notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid.

Section 5. Quorum. The members present at a meeting in person or by proxy, holding 33-1/3% of the votes which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

Section 6. Proxies. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact.

No proxy shall be valid after eleven months from the date of its execution.

Section 7. Manner of Acting. Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of more than 50% of the members represented at such meeting. The following matters shall require the affirmative vote of 66-2/3% of all the Unit Owners at a meeting duly called for that purpose:

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

ARTICLE IV Board

Section 1. General. The affairs of the Association shall be managed by its Board of Managers, which shall act as the Board of Managers of the Condominium as provided in the act and the Declaration.

Section 2. Number, Tenure and Qualification. Until the date of the first annual meeting of the members as hereinabove provided, the number of members of the Board shall be three, who shall be the directors named in the Articles of Incorporation of the Association, if the Association is incorporated; otherwise, the members of the Board shall be as appointed by the Declarant. Such members of the Board shall hold office until the first annual meeting of the members. Commencing with the date of the first annual meeting of the members the number of the members of the Board shall be expanded to five. Three members of the Board shall be elected at the first annual meeting of the members solely by, from and among, the members for a term of two years and until their successors shall have been elected and qualified and two members of the Board shall be elected at the first annual meeting of the members solely by, from and among the members for a term of one year and until their successors shall have been duly elected and qualified. The Board elected at such first annual meeting shall be the initial Board of Managers as provided in the Act. Thereafter, members of the Board shall be elected solely by, from and among the members for a term of two years and until their successors shall have been elected and qualified. Each member of the Board shall hold office without compensation. In the event that a member of the Association is a corporation, partnership,

trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a member of the Board. A member of the Board may succeed himself in office.

Section 3. Election. At each annual meeting of the members, the members shall be entitled to vote on a cumulative basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

Section 4. Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of members. The Board shall, by regulations which the Board may, from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four times per year.

Section 5. Special Meetings. Special meetings of the Board may be called by or at the request of the President of any three members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them. All meetings of the Board, whether regular or special, shall be open to the members of the Association.

Section 6. Notice. Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Association and all members of the Board not calling the regular meeting at least 48 hours prior to date of such special meeting. Written notice of regular meetings of the Board shall be mailed or delivered to all members of the Association at least 48 hours prior to the date of such meeting. In addition, a copy of the notice of each meeting of the Board shall be posted in the entrance-ways, elevators or other conspicuous places in the Property at least 48 hours prior to the meeting. All such notices, if mailed, shall be deemed to be delivered when deposited in the United States mail addressed to each member at his address as it appears on the records of the Association with proper postage thereon prepaid. The business to be transacted, or the purpose of any regular or special meeting of the Board, shall be specified in the notice. Notices of a regular meeting of the Board need not be served on members of the Board.

Section 7. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the members of the Board are present at the commencement of said meeting, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

Section 8. Manner of Acting. The act of a majority of the members of the Board present at the meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in the Condominium Instruments.

Section 9. Vacancies. Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board shall be filled by the unanimous vote of the remaining members of the Board. A member elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Members of the Board, including those appointed by the Declarant, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If, as a result of the death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members may be called to fill all vacancies for the unexpired terms of the members of the Board.

Section 10. Removal. From and after the date of the first annual meeting of the members, any member of the Board may be removed from office by the affirmative vote of 66-2/3% of all the members of the Association at a special meeting called for such purpose.

Section 11. Adoption of Rules and Regulations. All rules and regulations, or amendments thereto, adopted by the Board shall be effective sixty (60) days after their adoption, provided that the members may veto the rule or regulation at a special meeting of the members called for such purpose, and held before the effective date of the rule or regulation, by a vote of 75% of all members of the Association.

ARTICLE V Officers

Section 1. Officers. The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board), a Treasurer and a Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the regular meeting of the Board, from among the members of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

Section 3. Removal. Any officer elected by the Board may be removed by a majority vote of the members of the Board.

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

Section 5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts or other instruments which the Board has authorized to be executed and any amendment to the Declaration or Plat as provided in the Act, and in general, shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board from time to time.

Section 6. Vice-President. In the absence of the President or in the event of his inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents, in order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-President shall perform such other duties as from time to time may be assigned by the President or by the Board.

Section 7. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts from moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provision of these By-Laws or as required by law; receive all notices on behalf of the Association and, together with the President, execute on behalf of the Association amendments to Condominium Instruments and other documents as required or permitted by the Declaration, these By-Laws or the Act; be custodian of the records and, if incorporated, see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; and in general perform all duties incident to the office of

Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

ARTICLE VI
Powers and Duties of the Association and Board

Section 1. General Duties, Powers, Etc., of the Board. The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act and the Condominium Instruments, including but not limited to the following:

- (a) Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements.
- (b) Preparation, adoption and distribution of the annual budget for the Property.
- (c) Levying of Assessments.
- (d) Collection of assessments from Unit Owners.
- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (f) Obtaining adequate and appropriate kinds of insurance.
- (g) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it.
- (h) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.
- (i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- (j) To have access to each Unit, from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.
- (k) To borrow money at such rates of interest as it may determine; to issue its notes, bonds and other obligations to evidence such borrowings; and to secure any of its obligations by making a mortgage or giving a security interest in all or any of its property or income, provided if such mortgage or security interest encumbers all or substantially all of the assets of the Association, the approval of the members shall

first be obtained pursuant to Article III, Section 7 of these By-Laws.

(1) Grant easements, leases, licenses and concessions through or over the Common Elements;

Section 2. Specific Powers and Duties.

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

(1) To engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice;

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

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

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

(1) Water, waste removal, snow removal, maintenance and repair of the Common Elements (but not including Limited Common Elements which the Unit Owners enjoy and use thereof which shall be maintained by the Unit Owners), heating, electricity, telephone or other necessary utility service for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof;

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

(3) Legal services, engineering services, consulting fees or other services which the Association deems necessary and proper for the maintenance and operation of the Property or for the enforcement and interpretation of any of the restrictions or provisions contained herein;

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

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

(6) Maintenance and repair (including payment of real estate taxes and common expenses) with respect to any Unit owed by the Association.

(c) All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Association, and a written memorandum thereof prepared and signed by the treasurer. There shall be no structural alterations, capital

additions to, or capital improvements on, the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Five Thousand Dollars (\$5,000) without the prior approval of 66-2/3% of the Unit Owners.

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

On or before the 1st day of April of each calendar year commencing 1993, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added, according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after rendering of the accounting.

The Association may build up and maintain a reasonable Reserve. To establish such Reserve, the Declarant shall collect from each Unit Owner upon conveyance by the Declarant of a Unit to such Unit Owner, an amount equal to one-sixth of

the Annual Budget as initially established by the Declarant and as allocable to such Unit, and shall remit such amount to the Association. Such Reserve, as established and augmented, may be used by the Association for operations, contingencies and replacement. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserve. In addition, the Association shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency upon such conditions as the Association deems appropriate. If said annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any non-recurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Association may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in Common Elements, and which may be payable in one lump sum or such installments as the Association may determine. The Board shall serve notice of further assessment on all Unit Owners (in the manner provided in the By-Laws) by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Association, provided, however, that in the event further assessment with respect to any Unit exceeds the greater five times such Unit's most recent monthly installment of Common Expenses or \$300, such further assessment for all Units shall not be effective until approved by 66-2/3% of the Unit Owners at a meeting of Unit Owners duly called for such purposes. All Unit Owners shall be obligated to pay the further assessment.

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

Anything herein or in the Declaration to the contrary notwithstanding, the Association may charge to fewer than all Unit Owners such portion of the insurance premium for insurance the Association is required or permitted to obtain which reflects increased charges for coverage on the Units owned by such Unit Owners, on such reasonable basis as the Association shall determine. Such charge shall be considered

a common expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Declaration.

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

(f) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of 1% of the balance of the aforesaid charges and assessments for each month, or part thereof, that said balance, or any part thereof remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney's fees to be fixed by the court. In addition, the Association may also take possession of such default Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessment provided herein by non-user of the Common Elements or abandonment of his Unit.

(g) Upon ten (10) days' notice to the Association, and the payment of a reasonable fee fixed by the Association not to exceed Fifteen Dollars (\$15), any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

(h) Any mortgage or trust deed owned or held by a First Mortgagee and recorded prior to the recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the

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

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

(j) The Association may number and assign to any Unit Owner the exclusive privilege to use for storage purposes any portion of the Property designated for such purposes; provided, however that the Association shall have the right of access to all such storage spaces which contain pipes, or other portions of the Common Elements, which the Association has the duty or right to maintain, repair or replace. Any such designation by the Association shall not thereafter be changed except upon the affirmative vote of a majority of the Unit Owners. All property stored in any storage area shall be at the sole risk of the respective Unit Owner who has the privilege to use the same and neither the Association nor any other Unit Owners shall be considered a bailee or otherwise responsible therefor.

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

(l) Except as provided in sub-paragraph (f) of this Article with respect to legal action for collection of unpaid maintenance expenses, and for the enforcement of liens with respect thereto, or with respect to enforcement of liens or

other litigation for collection of unpaid Common Expenses, the Association shall not commence litigation, either in its own name or on behalf of the Unit Owners, without the affirmative approval of 66-2/3% of the Unit Owners called for such purpose.

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

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

(o) If so requested by any First Mortgagee, the Association shall give such First Mortgagee c/o the servicer of such First Mortgagee notice in writing of (1) any loss to, or taking of, the Common Elements, if the amount of such taking or loss exceeds \$10,000.00 and (2) any loss to, or taking of, a Unit as to which the First Mortgagee owns or holds a mortgage, if the amount of loss to, or taking of, exceeds \$1,000.

ARTICLE VII

Contracts, Checks, Deposits and Funds

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Association. In the absence of such determination by the Association, such instrument shall be signed by the Treasurer and countersigned by the President of the Association.

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

Section 4. Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Association.

ARTICLE VIII
Books and Records

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board and committees having any of the authority of the Board, and shall keep at the registered or principle office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE IX
Fiscal Year

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

ARTICLE X
Seal

If the Association is incorporated, the Board shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

ARTICLE XI
Waiver of Notice

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

ARTICLE XII
Amendments to By-Laws

Until the date of the first annual meeting of the members, these By-Laws may be altered, amended or repealed, and the new By-Laws may be adopted, subject to the provisions of the Declaration, by the affirmative vote of a majority of the directors in office. From and after the date of the first annual meeting of the members, these By-Laws except paragraphs (d) and (h) of Section 2 of Article VI, Article XIV and this Article XII may be altered, amended or repealed and new By-Laws may be adopted upon the approval by all members of the Board and the affirmative vote of 66-2/3 percent of all of the members at a regular meeting or at any special meeting called for such purpose, by recording an instrument in writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by all members of the Board and which contains an affidavit by an officer of the Board certifying that the necessary affirmative vote of the members of the Association has been obtained. Article XIV, this Article XII and paragraphs (d) and (h) of Section 2 of Article VI may be amended as set forth in the first sentence of paragraph 17 of the Declaration.

ARTICLE XIII
Indemnification

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

The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the

Association against expense (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association.

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

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

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

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

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

ARTICLE XIV
Miscellaneous Provisions

Section 1. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

Section 2. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of the insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

Section 3. No outdoor television antennae may be erected nor any satellite dish maintained upon the premises of any Unit or any part of the Common Elements. No fences will be permitted outside the building area of any Condominium Unit except with permission of the Association. All fences within the building area of the Condominium Units shall be in accord with the covenants and restrictions for Trevi Gardens and shall be approved by the Architectural Committee for Trevi Gardens Subdivision or the Trevi Gardens Homeowners Association in accord with the provisions applicable to all other fencing within the Trevi Gardens Subdivision.

Section 4. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.

Section 5. No noxious or offense activity shall be carried on within the boundaries of any Unit or within the boundaries of the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

Section 6. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out or exposed on any part of the

Common Elements. The Common Elements shall be kept free and clean of rubbish, debris and other unsightly materials.

Section 7. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board and except as Declarant is permitted under Section 8.

Section 8. During the period of construction of the Common Elements and improvements on the Property by the Declarant, the Declarant and its contractors and subcontractors, and their respective agents and employees, shall be entitled to access ingress and egress to said Common Elements and improvements on the Property as may be required in connection with said construction. Until all of the Units have been sold by the Declarant and occupied by the purchasers, the Declarant may use and show one or more of such unsold or unoccupied Units as a model apartment or apartments and sales offices, and may maintain customary signs in connection therewith.

Section 9. Building Notes

(a) The Building area on the Condominium Units will be bounded by the Building set back lines and the easement lines as shown on the Plat.

(b) Vertical planes are measured to the exterior limits of the Condominium Unit.

(c) Horizontal planes are the upper and lower limits of the Condominium Unit.

Lower limit elevation	592.50
Upper limit elevation	637.00

(d) All elevations are referenced to U.S.G.S.

ARTICLE XV
Construction

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

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

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

EXHIBIT "D"

PERCENTAGE OF OWNERSHIP PER UNIT

<u>Lot Number</u>	<u>Percentage of Ownership</u>	<u>Lot Number</u>	<u>Percentage of Ownership</u>
C-1	3.54%	C-17	3.70%
C-2	3.06%	C-18	3.31%
C-3	3.06%	C-19	3.06%
C-4	3.54%	C-20	3.06%
C-5	3.54%	C-21	3.54%
C-6	3.70%	C-22	3.54%
C-7	3.70%	C-23	3.54%
C-8	3.38%	C-24	3.31%
C-9	2.90%	C-25	3.38%
C-10	2.82%	C-26	2.90%
C-11	2.97%	C-27	2.90%
C-12	2.82%	C-28	2.90%
C-13	2.90%	C-29	2.90%
C-14	3.31%	C-30	2.90%
C-15	3.38%	C-31	3.38%
C-16	3.06%		

Total: 100%

SANGAMON COUNTY
ILLINOIS

93-50928

93 NOV 15 AM 10:13

Mary Ann Sammel
RECORDER

98
c6

Prepared by and ~~return~~ to:

James D. Kelly
PRESNEY, KELLY & PRESNEY
726 South Second Street
Springfield, Illinois 62704
(217) 525-0016

RETURN TO:

DUAL DEVELOPMENT Co. II
POB 7376
SPRINGFIELD, IL 62791

000543

~ Notice ~

Doc. # 93-50928

000544

Page #

Description: PLAT OF SURVEY - LOTS
20 AND 21 OF TREVI GARDENS P.U.D. -
FIFTH ADDITION - CONDOMINIUM
SURVEY

Date: 11 - 15 - 93

Cabinet: G107 - B

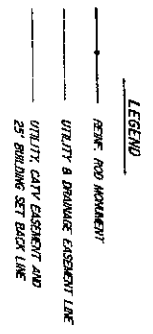
000544

copy

PLAT OF SURVEY
 LOTS 20 AND 21 OF
TREVI GARDENS
 P.U.D. - FIFTH ADDITION
 CONDOMINIUM SURVEY

93-509128
 Mary Ann Lamm
 Recorder
 Shkammal Co., Inc.
 '93 Nov. 15, Am 10:13
 Cpg. 61078

CONTINUING SURVEY DATA					
No.	1.	2.	3.	4.	5.
1	90°-00'-00"	100.00'	90°-00'-00"	100.00'	90°-00'-00"
2	90°-00'-00"	100.00'	90°-00'-00"	100.00'	90°-00'-00"
3	90°-00'-00"	100.00'	90°-00'-00"	100.00'	90°-00'-00"
4	90°-00'-00"	100.00'	90°-00'-00"	100.00'	90°-00'-00"
5	90°-00'-00"	100.00'	90°-00'-00"	100.00'	90°-00'-00"

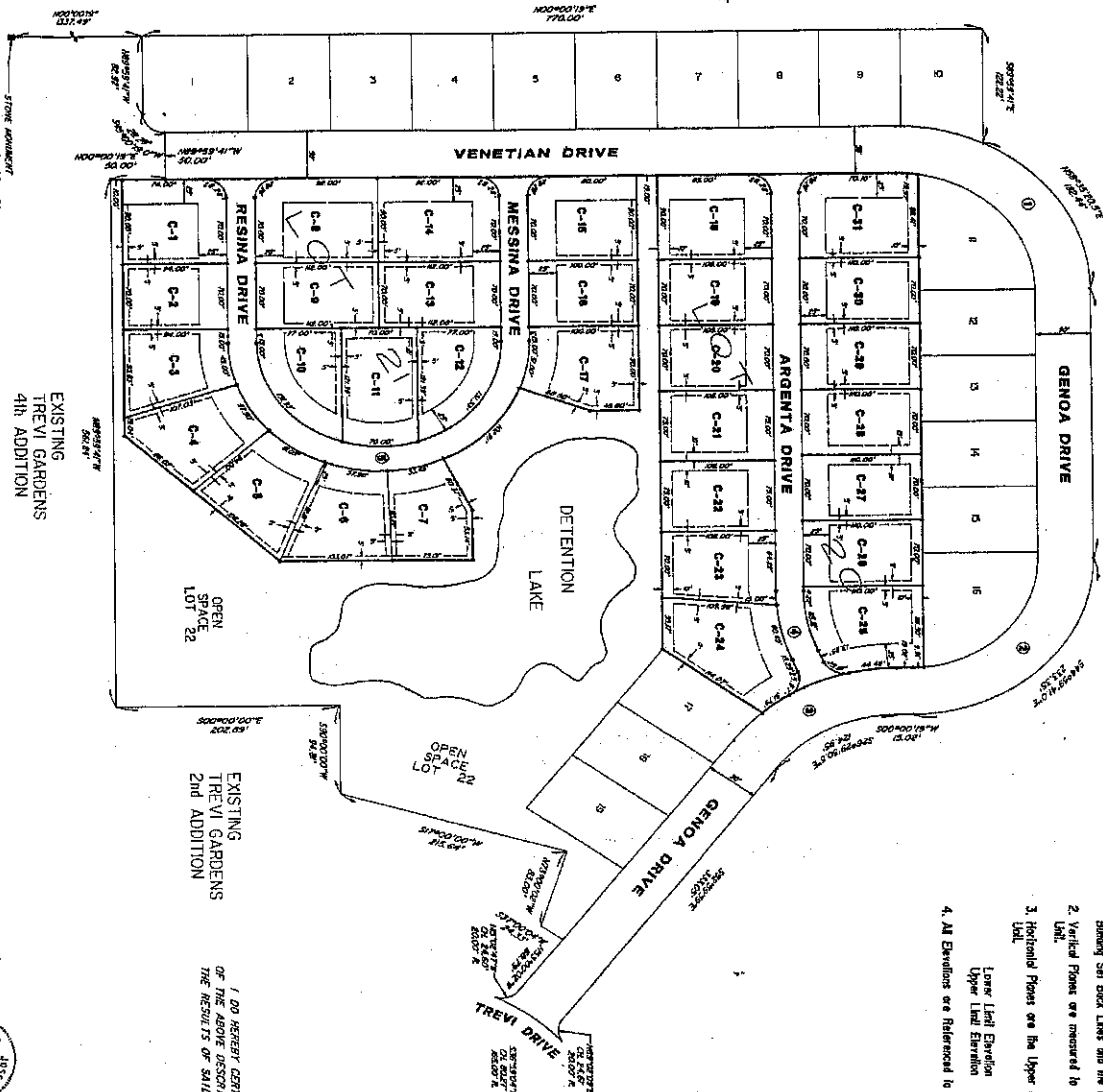


- NOTES**
1. ALL MEASUREMENTS ON CURVES ARE CHORD DISTANCES
 2. ALL ROAD AT STREET INTERSECTIONS ARE 20' FEET

GENOA MARK

2 INCHES IN A HORIZONTAL POLE ON THE WEST PROPERTY LINE OF TREVI GARDENS 314 ADD. 200' NORTH OF THE SOUTHWEST CORNER. U.S.S.S. FLEV. 602.62

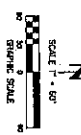
OWNER & DEVELOPER
 DUAL DEVELOPMENT CO. II
 P.O. BOX 7376
 SPRINGFIELD, IL 62791-7376
 JOE ALBERS (217) 793-2244



CONDOMINIUM NOTES

1. The Building Area on the Condominium Units will be bounded by the Building Set Back Lines and the Easement Lines as shown on this Plat.
2. Vertical Points are measured in the Exterior Units of the Condominium Unit.
3. Horizontal Points are the Upper and Lower Limits of the Condominium Unit.
4. All Elevations are Referenced to U.S.S.S.

Lower Limit Elevation 592.50
 Upper Limit Elevation 637.00



SEPTEMBER 1993

EXISTING TREVI GARDENS 2nd ADDITION

EXISTING TREVI GARDENS 4th ADDITION

I DO HEREBY CERTIFY THAT I MADE A SURVEY IN THE MONTH OF SEPTEMBER OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT CORRECTLY REPRESENTS THE RESULTS OF SAID SURVEY.

Joseph G. Albers
 JOSEPH G. ALBERS NO. 1869
 ALBERS ENGINEERING, INC.



NO.	BY	DATE	REVISIONS
1	JGA	9/15/93	PLANNED UNIT DEVELOPMENT
2	JGA	9/22/93	PLAT OF SURVEY
3	JGA	9/22/93	EXHIBIT 'B'

APPROVED BY: JGA
 DATE: 9/21/93

MANUAL