

**PREPARED BY:**

Herbert C. Steinmetz, Jr.  
Lowe and Steinmetz, Ltd.  
407 West Galena Boulevard  
P.O. Box 1625  
Aurora, Illinois 60507-1625

FILED FOR RECORD  
KANE COUNTY, ILL.

2001K029266

2001 APR -3 AM 11:15

*Sandy Wayman*  
RECORDER

**MAIL RECORDED DOCUMENT TO:**

Herbert C. Steinmetz, Jr.  
Lowe and Steinmetz, Ltd.  
407 West Galena Boulevard  
P.O. Box 1625  
Aurora, Illinois 60507-1625

MAP ATTACHED

**DECLARATION OF CONDOMINIUM  
PURSUANT TO THE CONDOMINIUM  
PROPERTY ACT**

**LINDEN WOODS CONDOMINIUM**

The Declaration made and entered into this 29th day of March, 2001, by OAK LANE/OAK CREEK, LLC, a Delaware limited liability company (hereinafter sometimes referred to as "the Developer").

**WITNESSETH:**

*JA 4059/*  
**WHEREAS**, the Developer is the owner in fee simple of certain real estate hereinafter described, in Aurora, Kane County, Illinois; and,

**WHEREAS**, the Developer intends to, and does hereby submit such real estate (hereinafter referred to as the "Parcel") together with all buildings, structures, improvements, and other permanent fixtures of whatsoever kind thereon, all rights and privileges belonging or in any way pertaining thereto, and any and all easements appurtenant thereto (hereinafter referred to as the "Property") to the provisions of the Illinois Condominium Property Act (hereinafter referred to as the "Act"); and,

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

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

FIRST AMERICAN TITLE INSURANCE  
COMPANY

ONE N. CONSTITUTION DR. SUITE 2  
AURORA, IL 60506

*Distn-6*  
*Plat-5*  
*Chg* *FTT*

2001K029266

(50)

NOW THEREFORE, Developer declares as follows:

1. Definitions. certain words and terms used in this Declaration are defined as follows:
  - a. Act. The Condominium Property Act of the State of Illinois, as amended from time to time.
  - b. Additional Land. The property described in Exhibit E hereto.
  - c. Association. The Association of all the Unit Owners acting pursuant to the Bylaws attached hereto as Exhibit C, through its duly elected Board.
  - d. Board. The board of managers of the association as constituted at any time and from time to time. In the event the Association is incorporated, the "Board" shall mean the Board of Directors of the incorporated Association.
  - e. Buildings. all structures, attached or unattached, containing one or more Units.
  - f. Bylaws. The Bylaws of the Association, which are attached hereto as Exhibit C.
  - g. Common Elements. All portions of the Property except the Units, including, without limiting the generality of the foregoing, the Parcel, stairways, corridors, roofs, storage areas, patios, balconies, laundry rooms, mechanical rooms and equipment therein, refuse collection system, central hot water heaters and structural parts of the improvements on the Parcel, wherever located.
  - h. Common Expenses. The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
  - i. Condominium Instruments. All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, Bylaws, and Plat.
  - j. Developer. Oak Lane/Oak Creek, LLC, a Delaware limited liability company, and its successors and assigns.
  - k. First Mortgagee. An owner of a bona fide first mortgage or first trust deed covering any portion of the Property.
  - l. Limited Common Elements. That part of the Common Elements contiguous to and serving a single Unit exclusively as an inseparable appurtenance thereto, including specifically such portions of the perimeter walls, floors and ceilings, windows and doors, and all fixtures and structures therein that lie outside the Unit boundaries, pipes, ducts, flues, shafts, electrical wiring or conduits, or other system or component part thereof that serve a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit. Specifically included herein shall be balconies, patios, storage areas, utility rooms and laundry rooms that either have been designated on the Plat as Limited Common Elements or that are designed for the exclusive use of a single Unit.

- m. Maintenance Fund. All money collected or received by the Association pursuant to the provisions of the Condominium Instruments.
  - n. Majority or Majority of Unit Owners. The owners of more than fifty percent (50%) in 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.
  - o. Occupant. A person or persons, other than a Unit Owner, in possession of a Unit.
  - p. Parcel. The lot or lots, tract or tracts of land, described in Paragraph 2 hereof, submitted to the provisions of the Act.
  - q. Person. A natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.
  - r. Plat. A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which shall consist of the three-dimensional, horizontal, and vertical delineation of all such Units and such other data as may be required by the Act.
  - s. Property. All land, property, and space comprising the Parcel, all improvements, structures erected, constructed, or contained therein or thereon, including the Buildings and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, and enjoyment of the Unit Owners, submitted to the provisions of the Act.
  - t. Record. To record in the Office of the Recorder of Kane County, Illinois.
  - u. Reserves. Those sums paid by Unit Owners that are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.
  - v. Unit. Any part of the Property designed and intended for any type of independent use and designated on the Plat as a Unit.
  - w. Unit Owner. The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.
2. Legal Description of Parcel. The Parcel hereby submitted to the provisions of the Act is legally described in Exhibit A attached hereto and made a part hereof.
  3. Description of Units. All units are delineated on the Plat attached hereto as Exhibit D and made a part of this Declaration. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Said Units are legally described on Exhibit A attached hereto and made a part hereof.
  4. Use and Ownership of the Common elements.

- a. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the Act, the Condominium Instruments, and the rules and regulations of the Board. The Board shall have authority to lease or grant concessions with respect to parts of the Common Elements other than the Limited Common Elements (with the exception of the laundry rooms, which can be subjected to leases or concessions). Laundry rooms shall be available for use only by Owners of Units in the same building. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to the Condominium Instruments and the rules and regulations of the Association.
- b. Each Unit Owner shall own an undivided interest in the Common Elements, in the percentage set forth in Exhibit B attached hereto and made a part hereof, as a tenant in common with all other Unit Owners. Such percentage is based on Developer's initial determination of relative values of the units. Except for (1) portions of the Common Elements that have been assigned to the Unit Owners by the Board pursuant to the provisions of the Condominium Instruments and (2) the Limited Common Elements, each Unit Owner, his agents, permitted Occupants, family members and invitees shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by the Condominium Instruments, which right shall be appurtenant to and run with his Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving only his Unit and the Limited Common Elements access to which is available only through his Unit. The right to the exclusive use and possession of the Limited Common elements as aforesaid shall be appurtenant to and run with each Unit of such Unit Owner. Except as set forth in the preceding sentence, Limited Common Elements may not be transferred between or among Unit Owners.

5. Encroachments and Easements.

- a. If any part of the Common Elements encroaches or shall hereafter encroach on any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach on any part of the Common Elements, or any portion of any Unit encroaches on any part of any Unit as a result of the construction, repair, reconstruction, settlement, or shifting of the building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching as long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date this Declaration is recorded, a valid easement for an encroachment shall in no event be created in favor of any owner of a Unit other than the Developer or the Developer or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of said owner or owners.
- b. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires, and equipment over, under, along, and on any part of the Common Elements, as they exist on the date of the recording hereof.
- c. Upon approval by at least sixty-seven percent (67%) of the Unit Owners, portions of the common

elements may be dedicated to a public body for purposes of streets or utilities. When such dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid before recordation of the dedication. Notwithstanding the foregoing until the first annual meeting of the Unit Owners is called, the Developer, its successors or assigns, shall have the right to dedicate the roadway that presently runs through the common elements known as Tall Oaks Drive (and any necessary adjoining property) to a public body for use as, or in connection with, a street or utility without further approval of the Members. Upon approval by a Majority of the Unit Owners, an easement may be granted for the laying, maintenance, and repair of cable television cable. Upon approval by a Majority of the Unit Owners, an easement may be granted to a governmental body for construction, maintenance, and repair of a project for protection against water damage or erosion. Any action pursuant to this Paragraph 5(c) must be taken at a meeting of Unit Owners duly called for that purpose.

- d. All easements and rights described herein are easements appurtenant, running with the Parcel, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, and other person having an interest in the Parcel, or any part or portion thereof.
  - e. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.
6. Pipes and Other Conduits. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets) and structural components located in or running through a Unit and serving more than one Unit or another Unit or serving, or extending into, the Common Elements, or any part thereof, shall be deemed part of the Common Elements but shall not be deemed to be Limited Common Elements. No Unit Owner may take any action that would interfere with the ability of the Association to repair, replace, or maintain said Common Elements as provided herein.
7. Leasing. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit, unless such Unit is owned by Declarant) at any time and from time to time provided that (except for a lease or sublease made by (a) a Declarant or (b) a Permitted Mortgagee that either is in possession or is a purchaser at a judicial sale) (a) no Unit may be leased or subleased for a term of less than seven (7) days; (b) no Unit may be leased or subleased without a written lease or sublease; (c) a copy of such lease or sublease shall be furnished to the Board within ten (10) days after execution thereof; and (d) the rights of any lessee or sub-lessee of the Unit shall be subject to, and each such lessee or sub-lessee shall be bound by the covenants, conditions and restrictions set forth in this Declaration, Bylaws and Board rules and regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any monthly Common Expense assessments on behalf of the Owner of that Unit.

8. Association.

- a. The Developer, before the first annual meeting of Unit Owners, or the Association thereafter, may cause the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the Property and to act as the Association.
- b. Whether or not the Association is incorporated,
  - i. each Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Unit Owner shall automatically become a member therein;
  - ii. the provisions of Exhibit C of this Declaration shall be adopted as the Bylaws of such Association;
  - iii. the name of such Association shall be Linden Woods Condominium Association, or a similar name.

9. Insurance, Repair, and Reconstruction.

- a. The Association shall acquire and pay for, out of the Maintenance Fund herein provided, the following:
  - i. Such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems advisable in the operation and for the protection of the Common Elements and the Units. The Association shall also comply with the insurance requirements of the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the U.S. Department of Housing and Urban Development (HUD), the Federal Housing Authority (FHA), or the Veterans Administration (VA) to the extent that (a) such agency is a mortgagee, assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified thereof; and (b) such agency's requirements do not conflict with those contained in the Act. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act.

The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, on such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of any loss resulting from the destruction of the major portion of one or more Units occurring after the first annual meeting of the Unit Owners is held pursuant to the provisions of the Bylaws, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

Each Unit Owner, other than the Developer, shall notify the Association in writing of any additions, alterations or improvements to his Unit, and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the Association. The Association shall use its reasonable efforts to obtain insurance on any such additions, alterations or improvements, if such Unit Owner requires it to do so and if such Unit Owner shall make arrangements satisfactory to the Association to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such addition, alterations or improvements, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing before the making of such additions, alterations, or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the first mortgagee of each Unit and shall provide that such policies shall not be terminated, cancelled, or substantially modified without at least thirty (30) days' prior written notice to the mortgagee of each Unit.

- ii. Comprehensive public liability and property damage insurance in such limits as the Association shall deem desirable, provided that such limits shall not be less than One Million Dollars (\$1,000,000.00) per occurrence, for personal injury and/or property damage - insuring the Association, the members of the Board, the managing agent, if any, and their respective agents and employees, and the Unit Owners from any liability in connection with the property.
- iii. Such other forms of insurance as the Association shall elect to effect including such Worker's Compensation insurance as may be necessary to comply with applicable laws.
- iv. Fiduciary insurance coverage to protect against dishonest acts on the part of all officers, employees, or other persons who either handle or are responsible for funds held or administered by the Association, if such insurance is mandated by law or if the Association shall elect to effect it. Such insurance coverage shall name the Association as an insured or obligee and shall be in an amount at least equal to the maximum amount of funds that will be in the custody of the Association plus Reserves.
- v. In the event FHLMC, FNMA, HUD or VA is a mortgagee, an assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified, fidelity bond or bonds (or insurance coverage if acceptable to such of FHLMC, FNMA, HUD, FHA or VA as are then a mortgagee or an assignee of a mortgagee) to protect against dishonest acts on the part of the officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such bond or bonds shall name the Association as an obligee and shall be in an amount at least equal to one hundred fifty percent (150%) of the estimated annual Common Expenses including Reserves, unless a higher amount is required by the FHLMC, FNMA, HUD, FHA or VA, in which case the bond or bonds shall be in the higher amount. Such bond or bonds shall contain a waiver of defense based on the exclusion of persons who serve without compensation from the definition of "employee".

- b. Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal the Association deems advisable in connection with any insurance, shall be Common Expenses.
- c. The Association shall secure insurance policies that will provide for the following:
  - i. with respect to the insurance provided for in Paragraph 9(a)(ii) above, for coverage of cross liability claims of one insured against another; and
  - ii. a waiver of any rights to subrogation by the insuring company against any named insured.
- d. The Association may, but shall not be required to, secure policies providing the following:
  - i. with respect to the insurance provided for in Paragraph 9(a)(i) above, that the policy cannot be cancelled, invalidated, or suspended on account of the conduct of any one or more individual Unit Owners;
  - ii. with respect to the insurance provided for in Paragraph 9(a)(i) above, that the insurer shall not have the option to restore the Property, if the Property is sold or removed from the provisions of the Act.
- e. Each Unit Owner shall be responsible for insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and insurance for his personal liability to the extent not covered by insurance maintained by the Association.
- f. Upon the cancellation of any policy of insurance that the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.
- g. In the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to restore the Building to substantially the same condition in which it existed before the fire or other disaster, with each Unit and the Common Elements to have the same vertical and horizontal boundaries as before the fire or other disaster.
- h. If, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the building as set forth in Paragraph 9(b) above, then the following shall apply:
  - i. The Board shall call a meeting of Unit Owners to be held not later than the first to occur of (a) the expiration of thirty (30) days after the final adjustments of the insurance claims or (b) the expiration of ninety (90) days after the fire or other disaster that caused the damage.
  - ii. At such meeting, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof that must be raised by way of special assessment.
  - iii. The Building shall be restored and the proposed special assessment shall be levied only upon the vote of seventy-five percent (75%) of the Unit Owners.



- iv. If the Unit Owners do not vote to restore the Building at the meeting provided for in Paragraph 9(h)(i) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. If the Unit Owners do not vote to restore the Building within one hundred eighty (180) days after the fire or other disaster, then the Board may (but shall not be required to) Record a notice as permitted under the Act.
- v. If the Unit Owners do not vote to restore the Building under the provisions of Paragraph 9(h)(iv) above and the Board does not Record a notice as permitted under the Act, then the Unit Owners may, with the consent of all First Mortgagees, withdraw any portion of the Building so affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit shall be reallocated among the remaining Units on the basis of a relative percentage interest of the remaining Units. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, on the basis of diminution of the market value of the Unit, as determined by the Board. The allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be equitably reduced.

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

11. Use and Occupancy of Units and Common Elements. The Units and Common Elements shall be occupied and used as follows:

- a. No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining units in accordance with the rules and regulations of the Association and upon such conditions as shall reasonably be determined by the Association, provided that a Unit Owner intending to so alter the Common Elements as aforesaid shall notify the Association at least twenty-one (21) days before

the commencement of any such alteration.

- b. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Association. The right is reserved by the Developer and the Developer or their agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units and on any part of the Common Elements, and the right is hereby given to any mortgagee who may become the Owner of any Unit to place such signs on any Unit owned by such mortgage. Until all the Units are sold and conveyed, the Developer shall have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes and to relocate the same from time to time and to maintain on the Property, until the sale of the last Unit, all models, sales offices, and advertising signs or banners, if any, and lighting in connection therewith.
- c. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit and the Limited Common Elements appurtenant thereto in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.
- d. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Property, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of any insurance maintained by the Association, or that would be in violation of any law. No waste shall be committed in the Common Elements.
- e. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of the building, and no sign, awning, canopy, shutter or radio or television antenna (except as installed as of the date this Declaration is recorded or except as thereafter install by Developer or the Association) shall be affixed to or placed on the exterior walls or roof or any part thereof or on the Common Elements without the prior written consent of the Association. No air conditioning unit of whatever type, other than those installed as of the date this Declaration is recorded or those thereafter installed by the Developer or the Association, may be installed without the prior written permission of the Association.
- f. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that household pets, including dogs or cats, may be kept in Units, subject to rules and regulations adopted by the Association, provided that permitted household pets are not kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association.

- g. No noxious or offensive activity shall be carried on in any Unit or in the common elements, nor shall anything be done therein either willfully or negligently, that may be or become an annoyance or nuisance to the other Unit Owners or occupants.
- h. Except as construed or altered by or with the permission of the Developer or the Association, nothing shall be done in any Unit or in, on, or to the Common Elements that would impair the structural integrity, safety, or soundness of the Building or that would structurally change the Buildings.
- i. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.
- j. No benches, chairs, or other personal property shall be left on nor shall any playing, lounging, or parking of baby carriages, playpens, bicycles, wagons, toys, or vehicles be permitted on any part of the Common Elements without the prior consent of and subject to any regulations of the Association, pursuant to rules and regulations of the Association.
- k. Nothing shall be altered or constructed in or removed from the Common Elements except as constructed or altered by or with the permission of the Developer at any time before the first annual meeting of the Unit Owners and thereafter without the written consent of the Association.
- l. Each Unit Owner and the Association hereby waive and release any and all claims he or it may have against any other Unit Owner, the Association, members of the Board, the Developer, the beneficiaries of the Developer, and their respective employees and agents, for damage to the Common Elements, the Units, or any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission referred to in Paragraph 11(m), to the extent that such damage is covered by fire or other form of hazard insurance.
- m. If the act or omission of a Unit Owner, or of a member of his family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs, or replacements shall be required that would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provisions of Paragraph 11(l.)
- n. Any release or waiver referred to in Paragraph 11(l.) and 11(m) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.
- o. No Unit Owner shall overload the electric wiring in the Buildings, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others. Nor shall any Unit Owner connect any machine, appliance, accessory or equipment to the heating systems or plumbing systems without the prior written consent of the Association.

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

12. Violation of Declaration. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or in the Bylaws contained shall, in addition to any other rights provided for in this Declaration or the Bylaws, give the Association the right (a) to enter on the Unit or any portion of the Property on which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers, employees, or agents thereof shall thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

Provided, however, that, except in cases of emergency when damage to persons or property is threatened, the Association shall not take any such action unless (a) it has first given the Unit Owner alleged to have violated any restriction, condition or regulation adopted by the Association or to be in breach of any covenant or provision herein or in the Bylaws contained a hearing on such allegations pursuant to rules and regulations adopted by the Association; (b) the Association shall have determined such allegations to be true; and (c) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this Paragraph 12, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials, shall be paid by the Unit Owner in violation and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinated to the lien of a First Mortgagee with respect to such Unit.

Furthermore, if, after hearing and finding as aforesaid, the Unit Owner fails to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the defaulting Unit owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for an order declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all the right, title and interest of the Unit Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption that may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorney's fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in the order. Any balance of

proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit and, to immediate possession of the Unit sold and may apply to the court for an order of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the order shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

Any Unit Owner in default hereunder or under the provisions of the Bylaws or any rule or regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his Unit, all attorneys' fees incurred by the Association in enforcing the provisions of the Bylaws, this Declaration or the rules and regulations of the Association as to which the Unit Owner is in default. Until such fees are paid by the Unit Owner, the amount thereof shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

13. Entry by Association. The Association or its officers, agents, or employees may enter any Unit when necessary in connection with any painting, maintenance, repair or reconstruction for which the Association is responsible or which the Association has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and except in the event of emergency, shall be done upon reasonable notice to the Unit Owner. Any damage caused thereby shall be repaired by the Association as a Common Expense.
14. Grantees. Each grantee of the Developer, each purchaser under Articles of Agreement for Deed, and each tenant under a lease accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, the Bylaws, the rules and regulations of the Association, and the jurisdiction, rights, and powers created or reserved by this Declaration and the provisions of the Act, as at any time amended, and all easements, 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 each grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
15. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions, or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce them, no matter how many violations or breaches may occur.
16. Notices. Whenever any notice is required to be given under the provisions of this Declaration or the Bylaws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice, provided such waiver or the time of giving it is not contrary to the provisions of the Act. Notices required to be given to any devisee or personal representative of a deceased Unit Owner shall be delivered by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.
17. Amendments. Except as hereinafter otherwise provided, the provisions of Paragraphs 1, 2, 3, 4, 5, 6 and

this Paragraph 17 of this Declaration may be amended, changed, or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the Unit Owners, and each mortgagee having a bona fide lien of record against any Unit. Except as herein otherwise provided, other provision of this Declaration may be amended, changed, or modified, upon approval by all members of the Board and at least sixty-six and two-thirds percent (66 2/3%) of the Unit Owners, by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by an authorized officer of the Board and containing an affidavit by an officer of the Association certifying that (a) at least sixty-six and two-thirds percent (66 2/3%) of the Unit Owners have approved such amendment, change or modification, and (b) a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days before the date of such affidavit. The approval of Eligible First Mortgagees (i.e., First Mortgagees who have requested that the Association notify them of amendments affecting the matters described in (a) through and including (o) below) of fifty-one percent (51%) (by percentage ownership) of Units that are subject to a mortgage or trustee deed shall be required to materially amend any provisions of the Declaration or Bylaws or to add any material provisions thereto that establish, provide for, govern, or regulate any of the following:

- a. Voting;
- b. Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or subordination of such liens;
- c. Reserves for maintenance, repair, and replacement of the common elements;
- d. Insurance or fidelity bonds;
- e. Rights to use the Common Elements;
- f. Responsibility for maintenance and repair of the Common Elements;
- g. The addition, annexation or withdrawal of property to or from Linden Woods Condominium, except for the inclusion of the Additional Land as provided herein;
- h. Boundaries of any Unit;
- i. Interests in the Common Elements or Limited Common Elements;
- j. Convertibility of Units into Common Elements or of Common Elements into Units;
- k. Leasing of Units;
- l. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit in the Condominium;
- m. Establishment of self-management by the Association when professional management has been required by FHLMC, FNMA, HUD, FHA, or VA.



effect of the rest of this Declaration, and all of the terms hereof are hereby declared to be severable.

22. Construction The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the development and operation of a first-class condominium development.
23. Changes or Modifications by the Developer. Until the first annual meeting of Unit Owners is called, the Developer, or its successors or assigns, shall have the right to change or modify the Condominium Instruments, which change or modification shall be effective upon the recording thereof, provided further that such right shall be exercised only (a) to bring the Declaration into compliance with the Act, (b) to correct clerical or typographical errors in the Declaration, or (c) to conform the Condominium Instruments to the requirements of FHLMC or the FNMA with respect to condominium projects. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make any change or modification as authorized hereunder on behalf of each Unit Owner as attorney in fact for such Unit Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledged of, and a consent to the reservation of, the power to the Developer as aforesaid.
24. Rights of First Mortgagees. Any mortgage or trust deed owned or held by a First Mortgagee and Recorded before 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 the notice and to all assessments for Common Expenses that become due and are unpaid subsequent to the date of Recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed, or deed (or assignment) in lieu of foreclosure shall not be liable for and shall take the Unit and its proportionate interest in the Common Elements free from claims for unpaid common or special assessments levied by the Association that accrue before the date of possession as aforesaid.

A First Mortgagee, or an insurer or guarantor of the note held by a First Mortgagee, upon written request to the Association (such request to state the name and address of such First Mortgagee, insurer or guarantor and the Unit number), shall be entitled to timely written notice of:

- a. Any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;
- b. Any proposed termination of the condominium project;
- c. Any condemnation loss or any casualty loss that affects a portion of the Common Elements, which loss exceeds Ten Thousand Dollars (\$10,000.00) or affects any Unit, which loss exceeds One Thousand Dollars (\$1,000.00), on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- d. Any delinquency in the payment of assessments, or charges owed by an owner of a Unit subject to the mortgage of a First Mortgagee, insurer, or guarantor, when such delinquency has continued for a period of sixty (60) days; and



- e. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

25. Additional Rights of First Mortgagees.

- a. Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building(s) unless the approval is obtained from at least sixty-seven percent (67%) of the Unit Owners and the Eligible First Mortgagees of Units that represent at least fifty-one percent (51%) of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.
- b. Any election to terminate the condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of at least sixty-seven percent (67%) of the Unit Owners and the Eligible First Mortgagees of Units that represent at least fifty-one percent (51%) of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.
- c. Any election to terminate the condominium project for reasons other than substantial destruction or condemnation of the property shall require the approval of at least sixty-seven percent (67%) of the Unit Owners and the Eligible First Mortgagees of Units that represent at least sixty-seven percent (67%) of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

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

27. Annexing Additional Property.

- a. The Developer reserves the right from time to time, within five (5) years of the date of the recording of this Declaration, to annex and add to the Parcel and Property, and thereby add to the condominium created by this Declaration, all or any portion of the Additional Land by recording an amended plat in accordance with Section 5 of the Act and an amended declaration in accordance with Section 6 of the Act. No rights of any character whatever within the Additional Land attach to any Unit Owner except as to that portion of the Additional Land described in any recorded Amended Declaration annexing and adding such portion to this Declaration as part of the condominium created by this Declaration.
- b. Each Amended Declaration shall include an amended Exhibit A which shall amend Exhibit A hereto by setting forth the amended legal description of the Parcel to include the portion of the

Additional Land annexed hereto, as well as a separate legal description of such portion. The Amended Declaration shall also contain an amended Plat, showing the boundaries of such portion and of the entire Parcel as amended and delineating the additional Units of such portion, all in accordance with Section 5 of the Act.

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

Each Amended Declaration shall also include an Amended Exhibit B, which shall amend Exhibit B hereto by setting forth the amended percentages of the undivided interests in the Common Elements (as amended and added to by such Amended Declaration) allocated to each Unit (including all previous Units and the additional Units added by such Amended Declaration).

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

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

- i. the Common Elements as existing immediately before the recording of such Amended Declaration ("Existing Common Elements"); and,
- ii. the Common Elements added by such Amended Declaration ("Added Common Elements").

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

- iii. the Units as existing immediately before the recording of such Amended Declaration ("Existing Units"); and,
- iv. the Units added by such Amended Declaration ("Added Units").

The value of each of the Added Units shall be added to the aggregate value of the Existing Units, and the total thereof shall be deemed to be the new value of the Property as a whole. "Value" as used in this paragraph shall be determined by the Developer as of the date of the recording of the Amended Declaration. Such determination by the Developer shall be conclusive and binding on all Unit Owners, mortgagees, and other parties who then or in the future have any interest in the Property.

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

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

as in the Existing Common Elements.

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

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

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

- d. The lien of any mortgage encumbering any Existing Unit, together with its appurtenant percentage of undivided ownership interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended when an Amended Declaration is recorded, in accordance with the respective percentage of undivided ownership interest in the Common Elements for such Existing Unit as set forth in the amended Exhibit B attached to the Amended Declaration, and the lien of the mortgage shall automatically attach in that percentage to the Added Common Elements.
- e. Each and all of the Unit Owners of all Existing Units and of all Added Units hereafter and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors, and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Units, shall be deemed to have expressly agreed, assented, and consented to each and all of the provisions of this Declaration, with respect to the recording of any and all Amended Declarations as aforesaid that may amend, adjust, and reallocate from time to time their respective percentages of undivided ownership interest in the Common Elements, including the Existing Common Elements and Added Common Elements, from time to time as hereinabove provided; and hereby further agree to each and all of the provisions of each and all of said Amended Declarations that may hereafter be recorded in accordance with the foregoing provisions of this Declaration.
- f. Each and all of the Unit Owners of all Existing Units and of all Added Units hereafter and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors, and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Units, further acknowledge, consent, and agree, as to each such Amended Declaration that is recorded, as follows:
  - i. The portion of the Additional Land described in each such Amended Declaration shall be governed in all respects by the provisions of this Declaration.
  - ii. The percentage of ownership in the Common Elements appurtenant to each Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded Amended Declaration and, upon the recording of each such Amended Declaration, the amount by which such percentage appurtenant to a Unit is reduced, as set forth in each such recorded Amended Declaration, shall thereby be and be deemed to be released and divested

from the Unit Owner and reconveyed and reallocated among the other Unit Owners as set forth in each such recorded Amended Declaration.

- iii. Each deed, mortgage, or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall, upon the recording of each Amended Declaration, be divested pro tanto to the reduced percentage set forth in such Amended Declaration and vested among the other Owners, mortgagees, and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded Amended Declaration.
- iv. A right of revocation is hereby reserved by the grantor in each such deed, mortgage, or other instrument of a Unit to so amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Unit.
- v. The percentage of ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by a recorded Amended Declaration, and each deed, mortgage, or other instrument affecting a Unit shall be deemed to include such additional Common Elements, and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such Amended Declarations are recorded.
- vi. Each Owner shall have a perpetual easement, appurtenant to his Unit, for the use of any additional Common Elements annexed thereto by and described in any recorded Amended Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners of specific Units as may be provided in any such Amended Declaration or this Declaration and except as to any portion that may be designated as Limited Common Elements.
- vii. Each Owner by acceptance of the deed conveying his Unit agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each Amended Declaration is and shall be deemed to be in accordance with the Act, and, for purposes of this Declaration and the Act, any changes in the respective percentages of ownership in the Common Elements as set forth in each such Amended Declaration shall be deemed to be made by agreement of all Unit Owners.
- viii. The Developer reserves the right to amend this Declaration in such manner, and each Owner agrees to execute and deliver such documents, necessary or desirable to cause the provisions of this Paragraph to comply with the Act as it may be amended from time to time.
- ix. The foregoing provisions of this Declaration and in deeds and mortgages of the Units and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements. None of the provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.

- g. There shall be no limitation on the location of improvements, if any, which may be made on the Additional Land described in Exhibit E hereto.
- h. The maximum number of additional units which may be created on the land described in Exhibit E is eighty seven (87). The maximum number of units which may be created on each acre described in Exhibit E is forty (40).
- i. All additional units shall be constructed in such a manner so as to be compatible with the use, density, configuration and architectural style of the property.
- j. No provisions of this Declaration shall be construed to be binding upon or obligate the Developer to exercise the Option to make additions, and the Additional Land described in Exhibit E shall not be bound thereby. Also, Developer shall be free without limitation to add any portion of the Additional Land described in Exhibit E at any time or at different times and shall have no restrictions on the boundaries of these portions or on whether any particular portion of it must be added.

IN WITNESS WHEREOF, the said OAK LANE/OAK CREEK, LLC as Developer as aforesaid has caused its name to be signed to these presents on the day and year first above written.

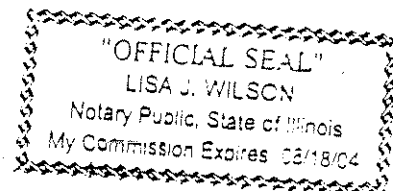
By: \_\_\_\_\_  
Its: Manager

STATE OF ILLINOIS ) SS  
COUNTY OF KANE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that **JOHN BIRIS**, personally known to me to be the Manager of the OAK LANE/OAK CREEK, LLC, a Delaware limited liability company, and personally known to me to be the same person and whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that as such Manager, he signed and delivered the said instrument as Manager of said Limited Liability Company, as his free and voluntary act, and as the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 29<sup>th</sup> day of March, 2001.

Lisa J. Wilson  
Notary



CONSENT OF MORTGAGEE

The undersigned, as holder of a note secured by a mortgage dated April 30, 1999 on the property described herein, hereby consents to the execution and recording of the above and foregoing Declaration of Condominium and hereby submits the mortgage recorded on May 7, 1999, as Document No. 1999K046257 to the provisions of the above and foregoing Declaration of Condominium and the Condominium Property Act.

IN WITNESS WHEREOF, the said COLE TAYLOR BANK has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Burbank, IL, on this 27th day of March, 2001.

COLE TAYLOR BANK

By: \_\_\_\_\_

DAVE LIVINGSTON

ATTEST:

Chris Norman  
CHRIS NORMAN

State of Illinois }  
County of Cook } ss

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Dave Livingston and Chris Norman, respectively, of COLE TAYLOR BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. V.P. and V.P., appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of March, 2001.

Lisa A. Robish  
Notary Public



CERTIFICATE

State of Illinois }  
County of Kane )

John Biris hereby certifies that:

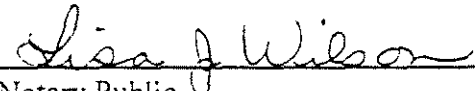
1. He is the Manager of OAK LANE/OAK CREEK, LLC, a Delaware limited liability company which is the Developer of Linden Woods Condominium.
2. A Notice of Intent ("Notice") in the form and substance required by Section 30 of the Illinois Condominium Property Act was given to all persons who were tenants of the property described in Paragraph 2 of the Declaration of Condominium to which this Certificate is attached on or before March 1, 2001, the date the Notice was delivered to all such tenants.
3. Said Notice was given to the tenants aforesaid before the execution by the undersigned, or any agent of the undersigned, of any agreement for the sale of a unit at Linden Woods Condominium.

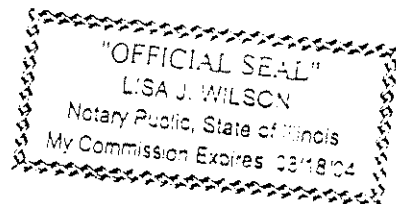
OAK LANE/OAK CREEK, LLC

By:   
John Biris, Manager

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that **JOHN BIRIS**, personally known to me to be the Manager of the OAK LANE/OAK CREEK, LLC, a Delaware limited liability company, and personally known to me to be the same person and whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that as such Manager, he signed and delivered the said instrument as Manager of said Limited Liability Company, as his free and voluntary act, and as the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 29<sup>th</sup> day of March 2001.

  
Notary Public



## EXHIBITS

- A. Legal Description of Parcel.
- B. Percentage of Ownership Interest in the Common Elements.
- C. Bylaws.
- D. Description of Units.
- E. Additional Land.



### LEGAL DESCRIPTION OF PARCEL

PERCENTAGE OF OWNERSHIP INTEREST IN THE COMMON ELEMENTS

<u>Description</u>	<u>Assigned Interest</u>
Building 1870	
1. Unit 1101	2.48%
2. Unit 1102	2.88%
3. Unit 1103	4.32%
4. Unit 1105	2.88%
5. Unit 1106	4.32%
6. Unit 1107	2.88%
7. Unit 1108	4.32%
8. Unit 1109	2.88%
9. Unit 1110	3.84%
10. Unit 2101	2.44%
11. Unit 2102	2.88%
12. Unit 2103	4.32%
13. Unit 2104	2.88%
14. Unit 2105	3.84%
15. Unit 2106	4.32%
16. Unit 2107	2.88%
17. Unit 2108	4.32%
18. Unit 2109	2.88%
19. Unit 2110	3.84%
20. Unit 3101	2.44%
21. Unit 3102	2.88%
22. Unit 3103	4.32%
23. Unit 3104	2.88%
24. Unit 3105	3.84%
25. Unit 3106	4.32%
26. Unit 3107	2.88%
27. Unit 3108	4.32%
28. Unit 3109	2.88%
29. Unit 3110	<u>3.84%</u>
Total	100.00%

## EXHIBIT C

### BYLAWS OF LINDEN WOODS 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 that may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments.

#### ARTICLE II Membership

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

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

#### **Section 2. Votes and Voting Rights..**

- a. Until 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 the right to elect the Board of Managers. All such members of the Board of Managers shall be appointed and shall hold office as provided in Article IV, Section 2, of these Bylaws.
- 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 interest in the Common Elements (as defined in the Declaration) times 100 at the time any matter is submitted to a vote of the members. However, when not required to the contrary by the Condominium Act, voting shall be done on the basis of one (1) vote per Unit.

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. Any proxy must be executed in writing by the Unit Owner or his duly authorized attorney in fact, must bear the date of execution, and shall be invalid eleven (11) months from the date of its execution. If only one of the persons constituting such Unit Owner is present, he shall be entitled to cast the votes allocated to the Unit. If more than one of the person constituting such Unit Owner are present, the votes allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of such persons. Agreement by majority in interest of such persons shall be deemed to exist if any of the persons casts the votes allocated to such Unit without protest being made promptly to the person presiding over the meeting by any such persons constituting the 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 Bylaws, 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 thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (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 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 transferable or assignable, except as provided in Article II, Section 1, hereof.

**Section 4. Installment Contracts.** Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of such Unit pursuant to an installment contract for purchase from a seller other than the Developer shall, during such times as he resides in the Unit, be counted toward a quorum for purpose of election of members of the Board at any meeting of the Unit Owners call and for the purpose of electing members of the Board, shall have the right to vote for the election of members of the Board, and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may both the seller and purchaser be counted toward a quorum, be permitted to vote for a particular office, or be elected to serve on the Board. Satisfactory evidence of this existence and terms of the installment contract as they relate to the subject matter of this Section shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Section 1(e) of the Dwelling Unit Installment Contract Act, 765 ILCS 75/0.01, *et seq.*, approved August 11, 1967, as amended.

### ARTICLE III Meetings of Members

**Section 1. Annual Meeting.** The first annual meeting of the members shall be held on such date as is fixed by the Developer, which date shall in no event be later than the earlier of (a) three (3) years from the date the Declaration is recorded in the Office of the Recorder of Kane County, Illinois; (b) sixty (60) days from the date when seventy-five percent (75%) of all the Units have been conveyed by the Developer; or (c) such earlier time as selected by the Developer. Thereafter, an annual meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held on the third Tuesday of October each year or such other date as is selected by the Board, which date is within sixty (60) days

before or after the third Tuesday of September, provided, however, that no such meeting need be held less than one (1) year after 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 held. In the event the Developer fails to call the first annual meeting of the members by the latest date set forth above, twenty percent (20%) of the members may call the first annual meeting by filing a petition to such effect with the Developer, setting forth a date for such meeting. After the filing of such petition, the members filing the petition may send notice of the first annual meeting of the members as provided herein and may hold such meeting pursuant to the notice.

**Section 2. Special Meetings.** Special meetings of the members may be called by the Board, the President, or not less than twenty percent (20%) of the members. All matters to be considered at special meetings of the members called by not less than twenty percent (20%) of the members shall first be submitted in writing to the Board not less than ten (10) days before 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 7:00 PM, in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated 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 mailed or delivered 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, except that notice of the first annual meeting of the members shall be given to the members at least twenty-one (21) days prior thereto. The notice of a meeting shall be deemed mailed 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 twenty percent (20%) of the votes that 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 be called again only in accordance with the provisions of these Bylaws.

**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 (11) months from the date of its execution. Any proxy distributed by the Board for election of members of the board shall give Unit Owners the opportunity to designate any person as proxy holder and shall give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

**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 deemed adopted upon the affirmative vote of more than fifty percent (50%) of the members represented at such meeting. The following matters shall require the affirmative vote of sixty-six and two-thirds percent (66 2/3%) or more of all the Unit Owners at a meeting duly called for that purpose:

- a. Merger or consolidation of the Association;
- b. Sale, lease, exchange, 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. In General.** The affairs of the Association shall be managed by its Board of Managers, which shall act as the Board of Managers of the Condominium as provided in the Act and the Declaration.

**Section 2. Number, Tenure, and Qualifications.** The number of members of the Board shall initially be three. Until the date of the first annual meeting of the members as hereinabove provided, members of the Board shall be the directors named in the Articles of Incorporation of the Association if the Association is incorporated; otherwise, the members of the Board shall be as appointed by the Developer. 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 members of the Board shall be increased to five and shall be elected solely by, from, and among, the members.. Three (3) members of the Board shall be elected at the first annual meeting solely by, from and among, the members for a term of two (2) years and until their successors shall have been duly elected and qualified, and two (2) 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 (1) year and until their successors shall have been duly elected and qualified. Thereafter, members of the Board shall be elected solely by, from and among the members for a term of two (2) years and until their successors shall have been duly elected and qualified. All members of the Board shall be elected at large. The Board elected at such first annual meeting shall be the initial Board of Managers as provided in the Act. Each member of the Board shall hold office without compensation. In the event that a member of the Association is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any shareholder, officer, or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity may be eligible to serve as a member of the Board. If there are multiple owners of a single Unit, only one of the multiple owners shall be eligible to serve as a member of the Board at any one time. 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. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election. The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if (a) no preference is expressed in favor of any candidate and (b) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.

**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 that 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



regulations conform to the requirements of the Act and the Declaration and these Bylaws. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. Such rules and regulations 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 66 2/3% of all the members of the Association.

**Section 12. Open Meetings.** All meetings of the Board, whether regular or special, shall be open to the members of the Association except for meetings

- a. to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal or when the Board finds that such an action is probable or imminent;
- b. to consider information regarding appointment, employment, or dismissal of an employee; or
- c. to discuss violations of rules and regulations of the Association or a Member's unpaid share of Common Expenses.

Any vote on the above matters shall be taken at a meeting or portion thereof open to any member. Any member may record the proceedings at meetings required to be open by the Act or these Bylaws by tape, film, or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings.

**Section 13. Contracts.** The Board may not enter into a contract with a current board member or with a corporation or partnership in which a board member has a twenty-five percent (25%) or more interest unless notice of intent to enter into the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice, and such election shall be held within thirty (30) days after filing the petition.

**Section 14. Powers and Duties.** The powers and duties of the Board shall include, but not be limited to, the operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements. However, nothing in the foregoing sentence shall be deemed to invalidate any provision in the Condominium Instruments placing limits on expenditures for capital additions or capital improvements to the Common Elements (other than for purposes of repairing, replacing, or restoring portions of the Common Elements) by the Board without the prior approval of the Unit Owners.

## 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 annual meeting of the Board from among the members of the Association, provided the President



must also be a member of the Board. If the election of officers shall not be held at this meeting, the 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 the officer's 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. The President shall preside at all meetings of the members and of the Board. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other instruments 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 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 the President's 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 on 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 for money due and payable to the Association from any source whatsoever, and deposit all such money in the name of the Association in those banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer 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 provisions of these Bylaws or as required by law; receive all notices on behalf of the Association; 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 Bylaws, or the Act; be custodian of the records; 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 the Secretary 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 and land 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. Having 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. Borrowing money at such rates of interest as it may determine, issuing its notes, bonds, and other obligations to evidence such borrowing, and securing any of its obligations by making a mortgage or giving a security interest in all or any of its property or income.
- l. Paying real estate property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, that are authorized by law to be assessed and levied on the real property of the condominium (other than assessments on Units not owned by the Association).
- m. Imposing charges for late payments of a Unit Owner's proportionate share of the Common Expense, or any other expenses lawfully agreed on, and after notice and an opportunity to be heard, levying reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association.
- n. Assigning its rights to future income, including the right to receive Common Expenses assessments.
- o. Recording the dedication of a portion of the common elements to a public body for use as, or in connection with, a street or utility, when authorized by the members under the applicable provisions of the Declaration.

- p. Recording the granting of an easement for the laying of cable television cable when authorized by the members under the applicable provisions of the Declaration.
- q. Recording the grant of an easement for construction, maintenance, or repair of a project for protection against water damage or erosion.
- r. Making reasonable accommodation of the needs of handicapped Unit Owners, as required by the Human Rights Act, in the exercise of its powers with respect to the use of the Common Elements or approval of modification in an individual Unit.

In the performance of their duties, the officers and members of the Board shall exercise, whether appointed by the Developer or elected by the members, the care required of a fiduciary of the members.

**Section 2. Specific Powers and Duties.** Anything herein contained to the contrary notwithstanding, the Association shall have the following powers:

- a. To engage the services of a manager or managing agent, who may be any person, firm, or corporation, on 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.
- b. 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.
- c. To establish or maintain one or more bank accounts for the deposit of any funds paid to or received by the Association.
- d. To invest any funds of the Association in certificates of deposit, money market funds, or comparable investments.
- e. Upon authorization of a two-thirds vote of the members of the Board or by affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments, or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

Nothing herein 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. The granting of concessions as provided in the Declaration shall not be considered conducting an active business for profit.

**Section 3. Authorized Expenditures.** 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:

- a. Water, waste removal, 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.
- b. Such insurance as the Association is required or permitted to obtain as provided in the Declaration.
- c. Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (but not including the Limited Common Elements, which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain, and repair) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements. Anything in the foregoing to the contrary notwithstanding and except when the need for repair or replacement is due to the act or omission of a Unit Owner, guest, occupant, family member, or pet, the Association shall be responsible for the repair and replacement (and cleaning of the exterior surfaces) of all windows.
- d. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments that the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.
- e. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof that 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. When one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.
- f. Maintenance and repair of any Unit or any other portion of the Property that 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 the maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair is delivered by the Association to the Unit Owner; provided that the Association shall levy a special assessment against such Unit Owner for the cost of the maintenance or repair, and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.
- g. Maintenance and repair (including payment of real estate taxes and common expenses) with respect to any Unit owned by the Association.

#### Section 4. Annual Budget.

- a. Each year on or before October 1st, the Board shall estimate the annual budget of Common Expenses (Annual Budget), including the total amount required for the cost of wages, materials, insurance, services, and supplies that 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 (as hereinafter specified) and each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for capital expenditures or repairs or payment of real estate taxes. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days before the adoption thereof. The Association shall give Unit Owners notice as provided in Article III, Section 4, of the Bylaws of the meeting of the Board at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted.
- b. If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any nonrecurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment, which shall be separately assessed to the Units Owners according to each Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Board may determine. The Board shall serve notice of such further assessment on all Unit Owners (as provided in Article III, Section 4, of the Bylaws) by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable to such time or times as determined by the Board. All Unit owners shall be obligated to pay the further assessment.
- c. If an adopted Annual Budget or any special assessment requires assessment against Unit Owners in any year exceeding 115% of the assessments (both regular and special, if any) for the preceding year, the Board, upon written petition by Unit Owners representing 20% of the votes of the Association delivered to the Board within 14 days of the Board action, shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the budget or special assessment. Unless a majority of the votes of the Unit Owners are cast at a meeting to reject the budget or special assessment, it is ratified whether or not a quorum is present. In determining whether special assessments, together with regular assessments, exceed 115% of similar assessments in the preceding year, any separate assessment for expenditures relating to emergencies or mandated by law shall not be included in the computation, and the Board may approve such assessment without the right of Unit Owner veto set forth in this paragraph. As used herein, "emergencies" mean an immediate danger to the structural integrity of the Common Elements or to the life, health, safety, or property of the Unit Owners.
- d. The 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. Notwithstanding the foregoing, assessments will not begin until such time as the Developer elects to stop paying all Association expenses; provided, however, that the Board of Managers will begin assessing all Unit Owners if and when a request is made therefor by FHLMC, FNMA, HUD, FHA, or VA.

e. The failure or delay of the Association to prepare or serve the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owners' 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 that is due more than ten (10) days after such new annual Budget shall have been mailed.

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

g. 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.

#### **Section 5. Annual Accounting.**

a. On or before the 1st day of April of each calendar year commencing 2002, 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 an indication of which portions of the Annual Budget were for capital expenditures or repairs or payment of real estate taxes and 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.

b. 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.

#### **Section 6. Reserves.**

a. The Association shall build up and maintain a reasonable Reserve for operations, contingencies, and replacement. To establish such Reserve, the Developer shall collect from each Unit Owner upon conveyance by the Developer of a Unit to such Unit Owner an amount equal to one sixth of the Annual Budget as initially established by the Developer for the first year following the first annual meeting of the members and allocable to such Unit and shall remit such amount to the Association. Extraordinary

expenditures not originally included in the Annual Budget that may become necessary during the year shall be charged first against such Reserve. In addition, the Association or the Board shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency on such conditions as the Association or the Board deems appropriate. On or before the day of the first annual meeting of members, the Developer shall pay for each Unit then owned by the Developer such Unit's percentage interest multiplied by one sixth of the Annual Budget as initially established by the Developer for the first year following the first annual meeting of members. When such Units are later sold, the Developer may collect from the purchasers of such units sufficient funds to reimburse itself for the funds paid at the time of the first annual meeting of the members. The Developer may not use any of the Reserves to defray any of its expenses or make up any budget deficits while Developer is in control of the Association.

b. The Annual Budget shall provide for reasonable Reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of Reserves appropriate for the Association, the Board of Managers shall take into consideration the following: (1) the repair and replacement cost and the estimated useful life of the property the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and energy Systems and equipment; (2) the current and anticipated return on investment of Association funds; (3) any independent professional reserve study the Association may obtain; (4) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund Reserves; and (5) the ability of the Association to obtain financing or refinancing. Anything to the contrary in the foregoing notwithstanding, the Association may elect to waive in whole or in part the Reserve requirements of this section by a vote of not less than 67% of the total votes of the Association. In the event the Association elects to waive all or part of the Reserve requirements of this section, such fact must be disclosed after the meeting at which such waiver occurs by the Association in the financial statements of the Association and, highlighted in bold print, in the response to any request of a prospective purchaser for the information prescribed under Section 22.1 of the Act, and no member of the Board or the managing agent of the Association shall be liable, and no cause of action may be brought for damages against these parties, for the lack or inadequacy of Reserve funds in the Annual Budget. If the Association elects to waive all or part of such Reserve requirements, the Association may by a vote of not less than 67% of the total votes of the Association elect to again be governed by the Reserve requirements of this section.

## **Section 7. Default in Payment.**

a. 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 up to 4% of the balance of the aforesaid charges and assessments for each month, or part thereof, that the balance, or any part thereof, remains unpaid. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof, or to foreclose the lien therefor as provided by law; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

b. Each such assessment, together with interest, court costs, late charges, and reasonable attorneys'

fees and costs of collections or the amount of any unpaid fine shall also be the personal obligation of the person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them or required by applicable law.

#### **Section 8. Books of Account and Statement of Account.**

a. The Association shall keep full and correct books of account, which 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.

b. Upon ten (10) days' notice to the Association and the payment of a reasonable fee fixed by the Association not to exceed Twenty-Five Dollars (\$25), 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.

**Section 9. Other Powers and Duties.** 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 that 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 it, and neither the Association nor any other Unit Owner shall be considered a bailee or otherwise responsible therefor.

### **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 Bylaws, 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 instruments 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 purposes or for any special purpose of the Association.

## **ARTICLE VIII**

### **Books and Records**

**Section 1. Maintaining 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.

**Section 2. Availability for Examination.** The manager or Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agents or attorneys:

- a. Copies of the recorded Declaration and Bylaws and any amendments, Articles of Incorporation of the Association, if any, annual reports, if any, and any rules and regulations adopted by the Association or the Board; before the first annual meeting of members of the Association, the Developer shall maintain and make available for examination and copying the records set forth in this subsection a.
- b. Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association.
- c. The minutes of all meetings of the Association and the Board, which shall be maintained for seven years.
- d. A record giving the names and addresses of the members entitled to vote.
- e. Ballots and proxies related thereto for all elections to the Board and for any other matters voted on by the Unit Owners, which shall be maintained for not less than one year; provided, however, that in the event the Association adopts rules for secret ballot election as provided in the Act, then, unless directed by court order, only the voting ballot excluding the Unit number shall be subject to inspection and copying.
- f. Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to the General Not For Profit Corporation Act of 1986 of the State of Illinois, as amended.

A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or the Board for the cost of providing such information and copying.

## **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**

### **Waiver of Notice**

Whenever any notice whatsoever is required to be given under the provisions of the General Not For Profit Corporation Act of 1986 of the State of Illinois or under the provisions of the Articles of Incorporation or Bylaws 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 XI**

### **Amendments to Bylaws**

Until the date of the first annual meeting of the members, these Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted, by the affirmative vote of a majority of Directors in office. From and after the date of the first annual meeting of the members, these Bylaws may be altered, amended, or repealed and new Bylaws may be adopted upon the affirmative vote of 66 2/3% of the members present (in person or by proxy) at a regular meeting or at any special meeting called for such purpose, and by recording an instrument in writing setting forth such alteration, amendment, or repeal, which is signed and acknowledged by an authorized member of the Board and which contains an affidavit by an officer of the Association certifying that the necessary affirmative vote of the members of the Association has been obtained.

## **ARTICLE XII**

### **Indemnification**

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that the indemnitee is or was a member of the Board or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the indemnitee in connection with such action, suit, or proceeding if the indemnitee acted in good faith and in a manner the indemnitee 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, or 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 the indemnitee 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 the indemnitee is or was a member of the Board or an officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by the indemnitee in connection with the defense or settlement of such action or suit, if the indemnitee acted in good faith and in a manner the indemnitee 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 to 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, unless and only to the extent that the court in which such action or suit was brought shall determine upon

application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

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, the indemnitee shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

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

Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the member 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 a person 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 XIII Construction

- a. Nothing hereinabove contained shall in any way be construed as altering, amending, or modifying the Declaration. The Declaration and these Bylaws 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 Bylaws and the aforesaid Declaration, the provisions of the Declaration shall control.
- b. All words and terms used herein that 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.

FILED FOR RECORD  
KANE COUNTY, ILL.

2001 NOV 29 AM 11:00

*Sandy Wegman*  
RECORDER

**PREPARED BY:**

Herbert C. Steinmetz, Jr.  
Lowe and Steinmetz, Ltd.  
407 West Galena Boulevard  
P.O. Box 1625  
Aurora, IL 60507-1625

2001K125694

MAP ATTACHED

**MAIL RECORDED DOCUMENT TO:**

Herbert C. Steinmetz, Jr.  
Lowe and Steinmetz, Ltd.  
407 West Galena Boulevard  
P.O. Box 1625  
Aurora, IL 60507-1625

**SECOND AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
LINDEN WOODS CONDOMINIUM**

This Amendment, made and entered into this 26th day of November, 2001 by Oak Lane/Oak Creek, LLC, a Delaware limited liability company (hereinafter referred to as "Developer").

**WITNESSETH:**

**WHEREAS**, by a Declaration of Condominium ("Declaration") recorded in the office of the Recorder of Kane County, Illinois, as document number 2001K029266, the Developer submitted certain real estate to the provisions of the Illinois Condominium Property Act ("Act"); and,

**WHEREAS**, the Declaration reserves to the Developer the right to annex and add to the Parcel and Property (as defined in the Declaration) and thereby add to the Condominium created by the Declaration all or any portion of the additional land (as defined in the Declaration); and,

**WHEREAS**, the Developer now desires to so annex and add to said Parcel and Property and submit to the provisions of the Act and the Declaration certain real estate ("Additional Property"), described in Part II of Exhibit A attached hereto, which Additional Property is a portion of the said additional land;

**NOW, THEREFORE**, the Developer does hereby amend the Declaration as follows:

1. The Additional Property is hereby annexed to the Parcel and Property as defined in the Declaration and is hereby submitted to the provisions of the Act as a part of the Condominium in accordance with and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

**FIRST AMERICAN TITLE CO. OF ILLINOIS**  
**ONE N. CONSTITUTION DRIVE**  
**AURORA, IL 60506**

*Deln 24<sup>00</sup>*  
*Plat 53<sup>00</sup>*  
*77<sup>00</sup>*  
*chg*

2001K125694

*16504 A*

*8/36/21 NN*

*14*

*1*

2. Exhibit A of the Declaration is hereby amended by adding thereto the terms and provisions contained in Exhibit A attached hereto setting forth the amended legal description of the Parcel as well as a separate legal description of the portion of the additional land annexed.

3. Exhibit B of the Declaration is hereby amended by substituting therefore Exhibit B attached hereto. The percentage of ownership in the common elements appurtenant to each unit is hereby shifted to the percentages set forth in the Exhibit B attached hereto.

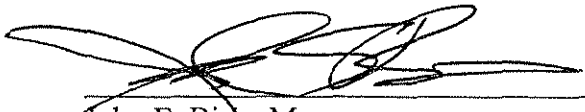
4. Exhibit D to the Declaration is hereby amended by adding thereto the provisions contained in Exhibit D attached hereto setting forth the legal description of the units created by this amendment with the amended plat of survey showing the boundaries of such added portion and of the entire parcel as amended and delineating the additional Units created hereby.

5. The additional common elements annexed by this instrument are hereby granted and conveyed to the grantees of all units, including the grantees of units heretofore conveyed, all as set forth in the Declaration.

6. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

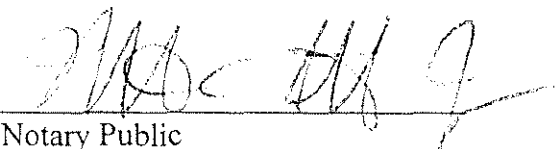
**IN WITNESS WHEREOF**, the said Oak Lane/Oak Creek, LLC, as Developer, as aforesaid, has caused its name to be signed to these presents on the day and year first above written.

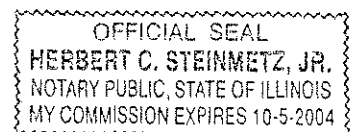
By:

  
John E. Biris, Manager

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that **JOHN E. BIRIS**, personally known to me to be the Manager of the OAK LANE/OAK CREEK, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument as Manager of said Limited Liability Company, as his free and voluntary act, and as the free and voluntary act and deed of said Limited Liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26<sup>th</sup> day of November, 2001.

  
Notary Public



## Exhibit "A"

### I. AMENDED LEGAL OF ENTIRE PARCEL

THAT PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST QUARTER AND THE WESTERLY LINE OF A 43 FOOT WIDE EASEMENT FOR ROADWAY (KNOWN AS SELMARTEN ROAD); THENCE SOUTH  $4^{\circ}-07'-31''$  WEST ALONG SAID WESTERLY LINE OF EASEMENT 0.24 FEET, TO AN ANGLE IN SAID WESTERLY LINE; THENCE SOUTH  $1^{\circ}-07'-31''$  WEST ALONG SAID WESTERLY LINE OF EASEMENT (BEING A LINE WHICH INTERSECTS THE CENTER LINE OF MOLITOR ROAD, AS CENTER LINE WAS ESTABLISHED BY DOCUMENT NUMBER 744276, AT A POINT ON SAID CENTER LINE 422.23 FEET WESTERLY, AS MEASURED ALONG SAID CENTER LINE, OF ITS INTERSECTION WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 12, A DISTANCE OF 629.94 FEET; THENCE NORTH  $88^{\circ}-52'-29''$  WEST AT RIGHT ANGLES TO SAID WESTERLY LINE OF EASEMENT 330.0 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND BEING HEREIN DESCRIBED; THENCE SOUTH  $1^{\circ}-07'-31''$  WEST PARALLEL WITH SAID WESTERLY LINE OF EASEMENT 140.50 FEET; THENCE SOUTH  $88^{\circ}-52'-29''$  EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 330.00 FEET TO THE WEST LINE OF SAID EASEMENT FOR ROADWAY; THENCE SOUTH  $1^{\circ}-07'-31''$  WEST ALONG THE WESTERLY LINE OF SAID EASEMENT 377.50 FEET TO A POINT ON THE CENTER LINE OF MOLITOR ROAD AFORESAID; THENCE NORTH  $89^{\circ}-44'-40''$  WEST, RECORD (NORTH  $89^{\circ}-45'-50''$  WEST, MEASURED), ALONG SAID CENTER LINE OF ROAD, A DISTANCE OF 626.68 TO THE INTERSECTION OF SAID CENTER LINE OF ROAD WITH THE EXTENSION SOUTH OF THE EAST LINE OF ELIZABETH GRAF FARM SUBDIVISION, UNIT FIVE; THENCE NORTH  $0^{\circ}-23'-22''$  EAST ALONG SAID EAST LINE AND EAST LINE EXTENDED OF ELIZABETH GRAF FARM SUBDIVISION, UNIT FIVE, FOR A DISTANCE OF 666.25 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO CARL AND ELIZABETH GRAF BY DEED RECORDED IN RECORD BOOK 1156, PAGE 251 THEREIN, IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS; THENCE NORTH  $38^{\circ}-41'-50''$  EAST TO THE MOST EASTERLY SOUTHEAST CORNER OF THE PROPERTY AS DESCRIBED IN DOCUMENT 1415274, EXHIBIT "F", A DISTANCE OF 163.50 FEET; THENCE SOUTH  $36^{\circ}-07'-31''$  EAST, 165.79 FEET TO A POINT BEING SOUTH  $89^{\circ}-10'-37''$  EAST AND 204.60 FEET FROM THE AFORESAID NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO CARL AND ELIZABETH GRAF; THENCE SOUTH  $89^{\circ}-10'-37''$  EAST 100.57 FEET TO A POINT ON A LINE PARALLEL WITH THE AFORESAID WESTERLY LINE OF EASEMENT; THENCE SOUTH  $1^{\circ}-07'-31''$  WEST ALONG SAID LINE PARALLEL WITH THE WESTERLY LINE OF EASEMENT, A DISTANCE OF 140.27 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE SOUTH 33.0 FEET THEREOF TAKEN FOR ROAD), IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

## II. LEGAL OF PORTION OF ADDITIONAL LAND ANNEXED

THAT PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST QUARTER AND THE WESTERLY LINE OF A 43 FOOT WIDE ROADWAY EASEMENT (KNOWN AS SELMARTEN ROAD); THENCE SOUTH  $4^{\circ}-07'-31''$  WEST ALONG SAID WESTERLY LINE OF EASEMENT 0.24 FEET TO AN ANGLE IN SAID WESTERLY LINE; THENCE SOUTH  $1^{\circ}-07'-31''$  WEST ALONG SAID WESTERLY LINE OF EASEMENT (BEING A LINE WHICH INTERSECTS THE CENTER LINE OF MOLITOR ROAD AS SAID CENTER LINE WAS ESTABLISHED BY DOCUMENT NUMBER 744276 AT A POINT ON SAID CENTER LINE 422.23 FEET WESTERLY AS MEASURED ALONG SAID CENTER LINE OF ITS INTERSECTION WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 12 A DISTANCE OF 770.44 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND BEING HEREIN DESCRIBED; THENCE NORTH  $88^{\circ}-52'-29''$  WEST AT RIGHT ANGLES TO SAID WESTERLY LINE OF EASEMENT 302.00 FEET; THENCE SOUTH  $1^{\circ}-07'-31''$  WEST PARALLEL WITH SAID WESTERLY LINE OF EASEMENT 349.09 FEET TO THE NORTH LINE OF SAID MOLITOR ROAD (33 NORTH OF THE CENTER LINE THEREOF); THENCE SOUTH  $89^{\circ}-44'-40''$  EAST RECORD (NORTH  $89^{\circ}-45'-50''$  WEST MEASURED) ALONG SAID NORTH LINE, 302.15 FEET TO THE AFOREMENTIONED WESTERLY LINE OF EASEMENT FOR A ROADWAY; THENCE NORTH  $1^{\circ}-07'-31''$  EAST ALONG SAID WESTERLY LINE OF EASEMENT 344.50 FEET TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

The following additional Units are contained in the Additional Property.

Description

**A. Building 1855**

1. Unit 1201
2. Unit 1202
3. Unit 1203
4. Unit 1205
5. Unit 1206
6. Unit 1207
7. Unit 1208
8. Unit 1209
9. Unit 1210
10. Unit 2201
11. Unit 2202
12. Unit 2203
13. Unit 2204
14. Unit 2205
15. Unit 2206
16. Unit 2207
17. Unit 2208
18. Unit 2209
19. Unit 2210
20. Unit 3201
21. Unit 3202
22. Unit 3203
23. Unit 3204
24. Unit 3205
25. Unit 3206
26. Unit 3207
27. Unit 3208
28. Unit 3209
29. Unit 3210

**B. Building 1875**

1. Unit 1201
2. Unit 1202
3. Unit 1203
4. Unit 1205
5. Unit 1206
6. Unit 1207
7. Unit 1208
8. Unit 1209
9. Unit 1210
10. Unit 2201
11. Unit 2202
12. Unit 2203
13. Unit 2204
14. Unit 2205
15. Unit 2206
16. Unit 2207
17. Unit 2208
18. Unit 2209
19. Unit 2210
20. Unit 3201
21. Unit 3202
22. Unit 3203
23. Unit 3204
24. Unit 3205
25. Unit 3206
26. Unit 3207
27. Unit 3208
28. Unit 3209
29. Unit 3210

All additional Units are as delineated on the Plat of Survey attached as Exhibit D to this Amended Declaration.



**EXHIBIT B**

**PERCENTAGE OF OWNERSHIP INTEREST IN THE COMMON ELEMENTS**

	<u>Description</u>	<u>Assigned Interest</u>
A.	Building 1850	
1.	Unit 1201	0.62%
2.	Unit 1202	0.795%
3.	Unit 1203	1.00%
4.	Unit 1205	0.795%
5.	Unit 1206	1.00%
6.	Unit 1207	0.795%
7.	Unit 1208	1.00%
8.	Unit 1209	0.795%
9.	Unit 1210	0.92%
10.	Unit 2201	0.62%
11.	Unit 2202	0.795%
12.	Unit 2203	1.00%
13.	Unit 2204	0.795%
14.	Unit 2205	0.92%
15.	Unit 2206	1.00%
16.	Unit 2207	0.795%
17.	Unit 2208	1.00%
18.	Unit 2209	0.795%
19.	Unit 2210	0.92%
20.	Unit 3201	0.62%
21.	Unit 3202	0.795%
22.	Unit 3203	1.00%
23.	Unit 3204	0.795%
24.	Unit 3205	0.92%
25.	Unit 3206	1.00%
26.	Unit 3207	0.795%
27.	Unit 3208	1.00%
28.	Unit 3209	0.795%
29.	Unit 3210	0.92%

B. Building 1870

1.	Unit 1101	0.62%
2.	Unit 1102	0.795%
3.	Unit 1103	1.00%
4.	Unit 1105	0.795%
5.	Unit 1106	1.00%
6.	Unit 1107	0.795%
7.	Unit 1108	1.00%
8.	Unit 1109	0.795%
9.	Unit 1110	0.92%
10.	Unit 2101	0.62%
11.	Unit 2102	0.795%
12.	Unit 2103	1.00%
13.	Unit 2104	0.795%
14.	Unit 2105	0.92%
15.	Unit 2106	1.00%
16.	Unit 2107	0.795%
17.	Unit 2108	1.00%
18.	Unit 2109	0.795%
19.	Unit 2110	0.92%
20.	Unit 3101	0.62%
21.	Unit 3102	0.795%
22.	Unit 3103	1.00%
23.	Unit 3104	0.795%
24.	Unit 3105	0.92%
25.	Unit 3106	1.00%
26.	Unit 3107	0.795%
27.	Unit 3108	1.00%
28.	Unit 3109	0.795%
29.	Unit 3110	0.92%

C. Building 1855

1.	Unit 1301	0.62%
2.	Unit 1302	0.795%
3.	Unit 1303	1.00%
4.	Unit 1305	<del>0.795%</del> 0.810
5.	Unit 1306	1.00%
6.	Unit 1307	<del>0.795%</del> 0.810
7.	Unit 1308	1.00%
8.	Unit 1309	0.795% 0.810
9.	Unit 1310	0.92%
10.	Unit 2301	0.62%
11.	Unit 2302	<del>0.795%</del> 0.810
12.	Unit 2303	1.00%
13.	Unit 2304	0.795%
14.	Unit 2305	0.92%
15.	Unit 2306	1.00%
16.	Unit 2307	0.795%
17.	Unit 2308	1.00%
18.	Unit 2309	0.795%
19.	Unit 2310	0.92%
20.	Unit 3301	0.62%
21.	Unit 3302	0.795%
22.	Unit 3303	1.00%
23.	Unit 3304	0.795%
24.	Unit 3305	0.92%
25.	Unit 3306	1.00%
26.	Unit 3307	0.795%
27.	Unit 3308	1.00%
28.	Unit 3309	0.795%
29.	Unit 3310	0.92%

D. Building 1875

1.	Unit 1401	0.62%
2.	Unit 1402	0.795%
3.	Unit 1403	1.00%
4.	Unit 1405	0.795%
5.	Unit 1406	1.00%
6.	Unit 1407	0.795%
7.	Unit 1408	1.00%
8.	Unit 1409	0.795%
9.	Unit 1410	0.92%
10.	Unit 2401	<del>0.62%</del> 0.560
11.	Unit 2402	0.795%
12.	Unit 2403	1.00%
13.	Unit 2404	0.795%
14.	Unit 2405	0.92%
15.	Unit 2406	1.00%
16.	Unit 2407	0.795%
17.	Unit 2408	1.00%
18.	Unit 2409	0.795%
19.	Unit 2410	0.92%
20.	Unit 3401	0.62%
21.	Unit 3402	0.795%
22.	Unit 3403	1.00%
23.	Unit 3404	0.795%
24.	Unit 3405	0.92%
25.	Unit 3406	1.00%
26.	Unit 3407	0.795%
27.	Unit 3408	1.00%
28.	Unit 3409	0.795%
29.	Unit 3410	<u>0.92%</u>

TOTAL 100.00%

**EXHIBIT D**  
**Description of Units**

The legal description of the individual units to be individually conveyed pursuant to this Second Amendment to the Declaration shall consist of the Building number and the Unit identifying number within said Building, as shown on the Plat attached as additional pages to this Exhibit together with a reference to this Second Amendment to the Declaration and said Plat, and showing the document number as follows:

Building \_\_\_\_\_ Unit \_\_\_\_\_ according to the Plat of Survey  
of Linden Woods Condominium, Aurora, Illinois, as recorded in  
the Office of the Recorder of Deeds, Kane County, Illinois.

The Condominium Plat of Survey for the Second Amendment shall be attached only to the original of this document as recorded in the Office of the Recorder of Deeds, Kane County, Illinois.