

41924  
DECLARATION ESTABLISHING A PLAN  
OF CONDOMINIUM OWNERSHIP FOR  
STONEHENGE OF SYCAMORE CONDOMINIUM  
SYCAMORE, ILLINOIS

This Declaration made and entered into by NATIONAL BANK AND TRUST COMPANY OF SYCAMORE, a national banking association, as Trustee under Trust Agreement dated July 26, 1971 and known as Trust No. 1367 and not individually, for convenience referred to as Trustee:

W I T N E S S E T H:

WHEREAS, the Trustee is the legal titleholder of certain property described in Exhibit "A" attached hereto and incorporated herein.

WHEREAS, the property described in Exhibit "A" is improved with five buildings, containing four (4) residential units each or a total of twenty (20) residential units, which buildings shall collectively be known as STONEHENGE OF SYCAMORE CONDOMINIUMS, all in the City of Sycamore, County of DeKalb, State of Illinois.

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

NOW, THEREFORE, said Trustee, for the fee Owner of the hereinbefore described real property hereby makes the following declarations as to divisions, covenants, restrictions, limitations,

Return To:  
Chicago Title Insurance Co.  
Sycamore, Ill.

47<sup>00</sup>  
376517

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

## Article I

### DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- (1) "Act" shall mean the "Condominium Property Act" of the State of Illinois.
- (2) "Association" shall mean the unincorporated association of all the Unit Owners, acting pursuant to by-laws through its duly elected Board of Managers as provided in the Act, or the not for profit corporation which may be organized pursuant to the Act.
- (3) "Declaration", "Parcel", "Property", "Unit", "Common Elements", "Person", "Unit Owner", "Majority" or "majority of the unit owners", "Plat" and "Record" shall have the same meaning as provided for such words and terms in Section 2 of the Act.

Article II

SUBMISSION TO ACT

The Trustee, as the Owner in fee simple, does hereby submit the property to the provisions of the "Condominium Property Act" of the State of Illinois.

Article III

FREEHOLD ESTATES

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

1. The twenty (20) separately designated and legally described freehold estates consisting of the spaces or areas, being the area or space contained in the perimeter walls of each of the twenty (20) Units in said multifamily structures constructed on said property, said spaces being defined, and referred to herein as "Units".
2. A freehold estate consisting of the remaining portion of the real property is described and referred to herein as the "Common Elements", which definition includes the multifamily structures and the parcels upon which they are located, and specifically includes, but is not limited to, the land, roof, main walls, slabs, staircases, halls, parking spaces, patios, community facilities, trees, pavement, balconies, pipes, wires, conduits, ducts, or other public utility lines.

Article IV

UNITS

1. For the purpose of this Declaration, the ownership of each "Unit" shall include the respective undivided interest in the Common Elements specified and established in Exhibit "C" hereof, and

each "Unit" together with the undivided interest is defined and hereinafter referred to as "Family Unit".

2. A portion of the "Common Elements" is hereby set aside and allocated for the restricted use of the respective "Units" as is hereinafter designated in paragraph 2 of Article VI hereof, and as shown on the survey attached hereto, and said areas shall be known as "Restricted Common Elements".
3. The twenty (20) individual "Units" hereby established and which shall be individually conveyed are described in Exhibit "B" attached hereto and incorporated herein.

#### Article V

##### COMMON ELEMENTS

The undivided interest in the "Common Elements" hereby established and which shall be conveyed with each respective "Unit" is set forth in Exhibit "C" attached hereto and incorporated herein.

#### Article VI

##### GENERAL PROVISIONS RELATING TO COMMON ELEMENTS AND UNITS

1. Proportionate Shares: The proportionate shares of the separate Owners of the respective "Family Units" in the profits and common expenses in the "Common Elements" as well as their proportionate representation for voting purposes in the Association, is based on the proportionate value that each of the "Family Units", referred to herein, bears to the property as a whole. Their respective interests for voting purposes, and their proportionate shares in the common profits and expenses shall be set forth in said Exhibit "C".

2. Restricted Common Elements: The "Restricted Common Elements" allocated to the restricted uses of the respective "Family Units" are as follows: patios, balconies, interior entrance stairways, meter rooms, door stoops, garages, parking space, storage lockers and crawl spaces serving each "Unit". An exclusive easement is hereby declared and established for the benefit of each respective Unit and its Owners, consistent with the right to use and occupy said

"Restricted Common Elements" in a manner consistent with the rules and regulations as may be established by the Board of Managers or Board of Directors, as hereinafter provided.

3. Plat of Survey: That attached hereto and made a part hereof as Exhibit "A" is a survey consisting of 6 sheets as prepared by Robert Mattern dated September 12, 1973.

4. Covenants and Agreements: Said Trustee, its successors and assigns, by this Declaration, and all future Owners of the "Family Units", by their acceptance of their deeds, covenant and agree as follows:

- A. That the "Common Elements" shall remain undivided; and no Owner shall bring any action for partition. It being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the condominium.
- B. That the "Units" shall be occupied and used by the respective Owners only as a private dwelling for the Owner, his family, tenants and social guests and for no other purpose.
- C. Subject to the provisions of the Act, the Owner of the respective "Units" shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective "Unit" nor shall said Owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective "Unit" which are utilized for, or serve another "Unit" or "Units", except as tenants in common with the other "Family Unit" Owners. Said Unit Owner, however, shall be deemed to own the walls and partitions which are contained in said Owner's respective "Unit", and also shall be deemed to own the inner decorated

- and/or finished surfaces of the perimeter walls,  
floor and ceilings, including paint, wallpaper, etc.
- D. The Owners of the respective "Units" agree that if any portion of the "Common Elements" encroaches upon the "Units", or any "Units" encroach upon the "Common Elements" or another "Unit", a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event a multifamily structure is partially or totally destroyed, and then rebuilt, the owners of "Units" agree that minor encroachment of parts of the "Common Elements" or "Units" due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.
- E. That an Owner of a "Family Unit" shall automatically, upon becoming the Owner of a "Family Unit or Units", be a member of Stonehenge of Sycamore Homeowners Association hereinafter referred to as the Association, and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.
- F. That the Owners of "Family Units" covenant and agree that the administration of the condominium shall be in accordance with the provisions of the Act, this Declaration, the By-laws of the Association which are made a part hereof and attached as Exhibit "E".
- G. That each Owner, tenant or occupant of a "Family Unit" shall comply with the provisions of this "Declaration, the By-laws, decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall

be grounds for an action to recover sums due, for damages, or for injunctive relief.

H. That this Declaration shall not be revoked or any of the provisions herein amended unless all of the Owners and the mortgagees of all the mortgages covering the "Family Units" unanimously agree to such revocation or amendment by duly recorded instruments.

I. That no Owner of a "Family Unit" may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the "Common Elements" or by the abandonment of his "Family Unit".

5. Assessment Liens: All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any "Family Unit" shall constitute a lien on such "Family Unit" prior to all other liens except only (1) tax liens on the "Family Unit" in favor of any assessing unit and special district, and (2) all sums unpaid on the first mortgage of record. Such liens may be foreclosed by suit by the Board of Managers or Board of Directors, acting on behalf of the Owners of the "Family Units", in like manner as a mortgage of real property. In any such foreclosure, the "Family Unit" Owner shall be required to pay a reasonable rental for the "Family Unit", if so provided in the By-laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers or Board of Directors, acting on behalf of the Owners

of the "Family Units", shall have power, unless prohibited herein, to bid in the Unit at foreclosure sale, and to acquire, and hold, lease mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. In addition, the Board of Managers or Board of Directors may also take possession of such defaulting Unit Owner's interest in the property and maintain an action for possession in the manner provided by law.

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

7. Leasing: The respective "Family Units" shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the "Family Unit" are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the Owners of the respective "Family Units" shall have the right to lease same provided that said lease is made in accordance with, and subject to, the covenants and restrictions contained in this Declaration, and further in accordance with, and subject to, the By-laws attached hereto.



8. Destruction and Damage: In the event the property subject to the Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the Act.

9. Voluntary Conveyance: In a voluntary conveyance of a "Family Unit", the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Managers or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the "Family Unit" conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

10. Binding Effect of Agreements: All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the Act, this Declaration or in the By-laws, shall be deemed to be binding on all Owners of "Family Units", their successors and assigns.

11. Insurance and Liability: That the Board of Managers or Board of Directors of the Association, or the Managing Agent, or Manager shall obtain and continue in effect blanket insurance as required by the Act, in form and amounts satisfactory to

mortgagees holding first mortgages covering Units but without prejudice to the right of the Owner of a "Family Unit" to obtain individual "Family Unit" insurance. The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be common expense. The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, the Trustee and its beneficiaries, the Manager and Managing Agent of the property, if any, and their respective employees and agents, from liability in connection with the common elements and the streets and sidewalks adjoining the property, and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured-parties against other insured parties. The premiums for such insurance shall be common expenses. Each Owner shall be responsible for his own insurance on the contents of his own Unit and furnishings and personal property therein, and his personal property stored

elsewhere on the property, and his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the common expenses as above provided. The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Owner to his Unit unless and until such Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its officers, members of the Board, the Manager and Managing Agent of the property, if any, and their respective employees and agents for damage to the Common Elements, the Units or to any personal property located in the Units or Common Elements caused by fire or other form of casualty insurance to the extent such waiver is legally authorized by the insurance carrier. Insurance premiums for any blanket insurance coverage shall be a common expense to be paid by assessments levied by the Association and that such payments shall be held in a separate escrow account of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

12. Severability: If any provision of the Declaration or By-laws or any action, sentence, clause, phrase or word, or

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

13. Utility Easements: The Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public utilities serving the property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements for the purpose of providing utility services to the property. Further, an easement is hereby granted unto the City of Sycamore for the purpose of constructing, repairing, renewing and operating a storm sewer in and through the Common Elements.

14. Land Trusts: In the event title to any "Family Unit" is conveyed to a title holding trust, under the terms of which all powers of management, operation, and control of the "Family Unit" remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such "Family Unit". No claim shall be made against any such title holding trustee personally for payment of any lien or obligations hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the "Family Unit" and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such "Family Unit".

15. Interim Management: Until the Board of Managers is elected, the rights, titles, powers, privileges, trusts, duties

and obligation vested in or imposed upon the Board of Managers in the Act and in this Declaration and By-laws shall be held and performed by the Owner or Owners, including any successor or successors to any such Owner's entire interest in the property other than a purchaser of an individual Unit, who shall have executed this Declaration submitting the parcel to the provisions of the Act. If any such Owner shall be a trustee under a title holding trust, the beneficiary or beneficiaries of such trust, in lieu of such trustee, shall, for the period aforesaid, hold such rights, titles, powers and privileges and perform such trust, duties and obligation of said Board of Managers. If any such Owner shall be a corporation which shall be dissolved or liquidated prior to the election of the Board of Managers, the shareholders of such corporation shall, for the period aforesaid, hold such rights, titles, powers and privileges and perform such trust, duties and obligations of said Board of Managers.

#### Article VII

##### ANNEXING ADDITIONAL PROPERTY

1. Development Area: The Trustee 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 real property described in Exhibit "F" attached hereto and incorporated herein, which real property is hereinafter referred to as the "Development Area". No rights of any character whatever within the "Development Area" attach to any Owner except as to that portion described in any recorded Amended Declaration annexing and adding such portion to this Declaration as part of the condominium created by this Declaration.

2. Amendment of Declaration: In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Trustee, as attorney-in-fact, to shift the percentages of

ownership in the Common Elements appurtenant to each Unit to the percentages set forth in each Amended Declaration recorded pursuant to this ARTICLE VII. Each deed, mortgage or other instrument with respect to a Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to each of said attorneys-in-fact and shall be deemed to reserve to each of them the power to shift and reallocate from time to time the percentages of ownership in the Common Elements appurtenant to each Unit to the percentages set forth in each such recorded Amended Declaration.

3. Consent to Amendment: Each Owner of a Unit by acceptance of a deed thereto, further acknowledges, consents and agrees, as to each such Amended Declaration that is recorded, as follows:

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

- D. 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.
- E. 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 additional Common Elements as such Amended Declarations are recorded.
- F. 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 thereof which is designated as a "Restricted Common Element" for the use of the Owners of specific Units as may be provided in any such Amended Declaration.
- G. The recording of each such Amended Declaration shall not alter the amount of the lien for expenses assessed to a Unit prior to such recording.
- H. 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.

- I. The Trustee 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 ARTICLE VII to comply with the Act as it may be amended from time to time.
- J. 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 said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.




Exculpatory clause attached hereto and made a part hereof. *HA*  
*JMK*

IN WITNESS WHEREOF, the said NATIONAL BANK AND TRUST  
COMPANY OF SYCAMORE, as Trustee as aforesaid and not individually,  
has caused its corporate seal to be affixed hereunto and has  
caused its name to be signed to these presents by its Vice President  
and attested by its Assistant Secretary, this 18th day of  
September, A.D. 1973.

NATIONAL BANK AND TRUST COMPANY  
OF SYCAMORE, Trustee as aforesaid,  
and not individually

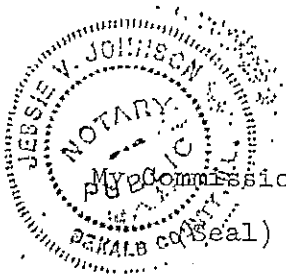
By *[Signature]*  
~~Assistant Vice President~~  
(Corporate Seal)

  
*James M. Kirby*  
Assistant Secretary

State of Illinois }  
County of DeKalb } SS

I, Jessie V. Johnson, a notary public  
in and for the County and State aforesaid, DO HEREBY CERTIFY THAT  
Howard A. Heidlauf, ~~Assistant~~ Vice President of THE  
NATIONAL BANK AND TRUST COMPANY OF SYCAMORE, and  
James M. Kirby, Assistant Secretary thereof, personally  
known to me to be the same persons whose names are subscribed to  
the foregoing instrument as such ~~Assistant~~ Vice President and  
Assistant Secretary, respectively, appeared before me this day in  
person and acknowledged that they signed and delivered the said  
instrument as their own free and voluntary act of said Company, for  
the uses and purposes therein set forth; and the said Secretary did  
also then and there acknowledge that he as custodian of the corporate  
seal of said Company did affix the said corporate seal of said  
Company to said instrument as his own free and voluntary act, and  
as the free and voluntary act of said Company, for the uses and  
purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of  
September, A.D. 1973.



Jessie V. Johnson  
Notary Public

My Commission expires: April 29, 1977

CONSENT OF MORTGAGEE

The undersigned mortgagee of record hereby consents to the execution and delivery of the above and foregoing Declaration establishing a plan of Condominium Ownership for Stonehenge of Sycamore Condominium, Sycamore, Illinois, to which this Consent is attached and to the recording thereof and this Consent in the Office of the Recorder of Deeds, DeKalb County, Illinois.

IN WITNESS WHEREOF, PALATINE SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Illinois, has caused this Consent to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Secretary, this 17<sup>th</sup> day of September, 1973.

PALATINE SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Illinois.

By Lawrence P. Logan Vice President



Mayriner Frohne Secretary

STATE OF ILLINOIS }  
COUNTY OF } SS.

I, MARJORIE KLEP, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that LAWRENCE P. LOGAN, personally known to me to be the Vice President of PALATINE SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Illinois, and MAYRINE FROHNE, personally known to me to be the Secretary thereof, and personally known to me to be the same persons whose names are subscribed to the above and foregoing Consent, as such Vice President and Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said Consent as their free and voluntary act, and as the free and voluntary act of PALATINE SAVINGS AND LOAN ASSOCIATION, for the uses and purposes therein set forth, and caused the corporate seal of said Association to be affixed thereto.

GIVEN under my hand and notarial seal this 17<sup>th</sup> day of September, 1973.

Marjorie Klep  
Notary Public

My Commission Expires:  
12-30-76



This instrument is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 26th day of July, 1971, creating Trust No. 1367, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by The National Bank & Trust Company of Sycamore, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said Agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted, or enforced against The National Bank & Trust Company of Sycamore, on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

HAB  
JMK

376517

EXHIBIT "B"

The legal description of the twenty (20) Individual Units conveyed pursuant to this Declaration are as follows:

UNIT NOS. 1(A), 1(B), 1(C), 1(D), 2(A), 2(B),  
2(C), 2(D), 4(A), 4(B), 4(C), 4(D), 6(A),  
6(B), 6(C), 6(D), 8(A), 8(B), 8(C), 8(D).

respectively in STONEHENGE OF SYCAMORE CONDOMINIUM, a condominium ownership of a parcel of real property in Section 1, Township 40 North, Range 4~~0~~, East of the Third Principal Meridian, in DeKalb County, Illinois, as more fully described and shown on the plat attached as Exhibit "A" to the "Declaration Establishing a Plan of Condominium Ownership for Stonehenge of Sycamore Condominium, Sycamore, Illinois" recorded in the Office of the Recorder of Deeds of DeKalb County, Illinois, as Document No. 376516 on October 16<sup>th</sup>, 1973, together with an undivided interest in the Common Elements of said property as defined in said Declaration.

EXHIBIT "C"

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

<u>Unit Number</u>	<u>Percentage of Undivided Interest in the Common Elements</u>
1(A)	.0438458
1(B)	.0568226
1(C)	.0568226
1(D)	.0481714
2(A)	.0391274
2(B)	.0521038
2(C)	.0521038
2(D)	.0481714
4(A)	.0438458
4(B)	.0568226
4(C)	.0568226
4(D)	.0481714
6(A)	.0391274
6(B)	.0521038
6(C)	.0521038
6(D)	.0481714
8(A)	.0438458
8(B)	.0568226
8(C)	.0568226
8(D)	.0481714

EXHIBIT "F"

DEVELOPMENT AREA

Lot 1 in Stonehenge Subdivision of outlots 6 and 7 of the Third Addition to Electric Park Gardens, part of Parcel "D" of the Peter L. Lanegran Estate Plat, and part of Lot "A" (as the same is recorded in Book "B" of Plats, page 65, in the DeKalb County Recorder's Office) all on the Northeast Quarter of Section 1, Township 40 North, Range 4, East of the Third Principal Meridian, City of Sycamore, DeKalb County, Illinois.

376517

STONEHENGE OF SYCAMORE  
HOMEOWNERS ASSOCIATION  
BY-LAWS

Article I

PLAN OF UNIT OWNERSHIP

Section 1. By-Laws Applicability. The provisions of these By-Laws are applicable to the Property. The term "Property" as used herein is as defined in the Declaration.

Section 2. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Property in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the family units (hereinafter referred to as "Units") of the Property or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be complied with.

Article II

VOTING, MAJORITY OF OWNERS,  
QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the Unit Owner is entitled is the percentage assigned to the Family Unit or Units in the Declaration.

Section 2. Majority of Owners. As used in these By-Laws, the term "majority of owners" shall mean those Owners holding more than 50% of the votes in accordance with the percentages assigned in the Declaration.

EXHIBIT E TO  
DECLARATION ESTABLISHING A PLAN OF  
CONDOMINIUM OWNERSHIP FOR  
STONEHENGE OF SYCAMORE CONDOMINIUM



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

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

### Article III

#### ADMINISTRATION

Section 1. Association Responsibilities. The Owners of the Units will constitute the Association who will have the responsibility of administering the Property through its duly elected Board of Managers, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of Owners.

Section 2. Organization. The Trustee, prior to the election of the first Board of Managers, and the Board of Managers at any time thereafter, may cause to be incorporated a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Illinois, to be called "Stonehenge of Sycamore Homeowners Association, Inc." or a name similar thereto, which corporation shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board of Directors of the Corporation shall be deemed to be

the "Board of Managers" referred to herein and in the Condominium Property Act. Upon the formation of such Corporation, every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein.

Section 3. Place of Meetings. Meetings of the Association shall be held at the principal office of the Property or such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 4. Annual Meeting. The initial meeting of the voting members shall be held upon ten (10) days' written notice given by the Trustee. Such written notice may be given at any time after at least 51% of the Units are sold and occupied but must be given not later than thirty (30) days after all of the Units are sold and occupied. Thereafter, there shall be an annual meeting of the voting members on the first Tuesday of October following such initial meeting, and on the first Tuesday of October of each succeeding year thereafter at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting.

Section 5. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Managers or upon a petition signed by a majority of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place

of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 6. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 7. Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 8. Order of Business. The order of business at all annual meetings of the Owners of Units shall be as follows:

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

Section 9. Action Without Meeting. Any action, which under the provisions of the Illinois Corporations Code may be taken at a meeting of the Owners, may be taken without a meeting if authorized by a writing signed by all of the Owners who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.

#### Article IV

##### BOARD OF MANAGERS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Managers composed of 5 persons, all of whom must be Owners of units in the Property, provided, however, if such Owner is a corporation, whether or not said corporation is the record title holder of the Unit or a beneficiary of a trust holding title, then any officer or other designated agent of such corporation shall be eligible to serve as a member of the Board.

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

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

- (a) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent.

- (b) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as herein provided.
- (c) that upon 10 days notice to Managing Agent or Board of Managers and payment of a reasonable fee any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.
- (d) designation and removal of personnel necessary for the maintenance, repair and replacement of the Common Elements.
- (e) method of adopting and of amending administrative rules and regulations governing the operation and use of the Common Elements.
- (f) keeping 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. Such records and the vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours of week days.

Section 4. Managing Agent. The Board of Managers may employ for the Association a Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall

authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Employment of Real Estate Tax Agent. The Board may employ the services of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments on the Unit Ownership, and in connection with any other matter where the respective interests of the Owners are deemed by the Board to be similar and non-adverse to each other. The cost of such service shall be a common expense.

Section 6. Election and Term of Office. At the initial meeting the voting members shall elect a Board of Managers. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting of the Association the voting members shall elect a Board of Managers. The term of office of the three Managers who receive the most votes shall be fixed for two (2) years. The term of office of the two other Managers shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of two (2) years. The Managers shall hold office until their successors have been elected and hold their first meeting.

Section 7. Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall be a Manager until a successor is elected at the next annual meeting of the Association.

Section 8. Removal of Managers. At any regular or special meeting duly called, any one or more of the Managers may be removed with or without cause by a majority of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Managers shall be held within ten (10) days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected, and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 10. Regular Meetings. Regular Meetings of the Board of Managers may be held at such time and place as shall be determined, from time to time, by a majority of the Managers, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each Manager, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) days notice to each Manager, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Managers.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Board of Managers Quorum. At all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business, and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. The Board of Managers shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Managers. Any action so approved shall have the same effect as though taken at a meeting of the Managers.

Section 15. Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.



Section 16. Compensation. The Managers will receive no compensation for their services.

Section 17. Liability of the Board of Managers. The members of the Board of Managers, the Trustee and the Developer, shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith as such Board members or acting as the Board. The Owners shall indemnify and hold harmless each of the members of the Board of Managers and the Trustee against all contractual liability to others arising out of contracts made by the Board of Managers and the Trustee on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is also intended that the liability of any Owner arising out of any contract made by the Board of Managers or the Trustee, or out of the aforesaid indemnity in favor of the members of the Board of Managers, and the Trustee shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Owners in the Common Elements. Every agreement made by the Board of Managers, Trustee, or by the Managing Agent on behalf of the Owners shall provide that the members of the Board of Managers, Trustee or the Managing Agent, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage

of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

Section 18. Interpretation. Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

#### Article V

#### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Managers. The Managers may elect, one or more Vice-Presidents, an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary.

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

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

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Managers. He shall have all of the general powers and duties which are usually

vested in the office of a president of an Association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

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

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

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

Article VI

OBLIGATION OF THE UNIT OWNERS

Section 1. Assessments.

- (a) All Owners are obligated to pay monthly assessments imposed by the Association to meet all common expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro-rata according to the percentage of Common Elements allocated to the Unit owned, as stipulated in the Declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements.
- (b) Not later than 60 days prior to the beginning of each fiscal year, the Association shall prepare a budget for the next fiscal year and determine the total charges to be assessed against each Unit. Each Owner thereof shall thereafter pay to the Association his assessment in 12 equal monthly installments, each installment to be paid on or before the 10th day of each month. In the event the Association shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the project for any reason, including nonpayment of any Owner's assessment on a current basis, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental or special estimate

of the total charges to be assessed against each Unit. The Association may, at its discretion, prorate any such supplemental or special assessment between the remaining months of the current year, or immediately levy a special assessment against each Unit. Each monthly installment shall become delinquent if not paid on or before the 25th day of each month. Each special assessment shall become delinquent if not paid within 10 days after the levy thereof. There shall accrue with each such delinquent monthly installment, and with each such delinquent special assessment, a late charge of \$5.00 together with interest at six (6)% per annum on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association.

- (c) The annual budget and the monthly assessments determined therefrom shall be approved at least 60 days prior to the beginning of each fiscal year at a special meeting of the Owners called for such purpose. A special meeting of the Owners shall also be called for the purpose of considering any supplemental or special assessments. Special meetings for the purpose of approving the annual budget or any special assessment shall be called by the President and notice thereof given pursuant to the provisions therefor as are set forth in Sections 4 and 5 of Article III of these

By-Laws. Approval of the annual budget or any special assessment shall require the approval of a "majority of the Owners", as defined in Section 2 of Article II of these By-Laws, either in person or by proxy.

- (d) The Board of Managers or the Managing Agent of the Association, on behalf of the Association, may cause to be recorded in the office of the county recorder of the county in which the project is situated, a notice of any delinquent sums due the Association from any Unit Owner, which notice shall state the amount of such delinquent sums and other authorized charges and interest (including the cost of recording such notice), a sufficient description of the Unit against which the same has been assessed, and the name of the record Owner or Owners thereof. Upon payment to the Association of such delinquent sums and charges in connection therewith, or other satisfaction thereof, the Board of Managers or Managing Agent shall cause to be recorded a further notice stating the satisfaction and release of such delinquent sums and charges. Such notice shall be signed on behalf of the Association by any member of the Board of Managers or by the Managing Agent. The Association may demand and receive the cost of recordation of such release before recording same. Any purchaser or encumbrancer, acting in good faith

and for value, may rely upon such notice of satisfaction and release as conclusive proof of the full satisfaction of the sums stated in the notice of delinquent sums.

- (e) All such delinquencies shall be enforced, collected and/or foreclosed in the manner provided in the Declaration.

Section 2. Maintenance and Repair.

- (a) Every Owner must perform promptly all maintenance, pest control, sanitation, and repair work within his own Unit, which if omitted would affect the Property in its entirety or in a part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- (b) All the repairs of internal installations of the Unit such as water, light, gas power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the Unit Owner individually, shall be at the Owner's expense. Unit Owners shall also be responsible for repair and maintenance of the furnace and air conditioning unit serving their respective Units
- (c) An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Elements damaged through his fault.

Section 3. Use of Family Units--Internal Changes.

- (a) All Units shall be utilized for residential purposes only.
- (b) An Owner shall not make structural modifications or alterations in his Unit, installations located therein, without previously notifying the Association in writing, through the Managing Agent, if any, or through the President of the Board of Managers, if no Managing Agent is employed. The Association shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of Common Elements. An Owner shall not place or cause to be placed in the walkways, vestibules, stoops, and other common areas and facilities, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

Section 5. Right of Entry.

- (a) An Owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Managers or the Association in case of any emergency originating in or threatening his Unit, whether the Owner is present at the time or not.



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

Section 6. Rules of Conduct. In addition to such other rules and regulations as may be adopted from time to time by the Board of Managers.

- (a) No resident of the Property shall post any advertisements, or posters of any kind in or on the Property except as authorized by the Association.
- (b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. The keeping of domestic animals will be in accordance with the Municipal Sanitary Regulations, including but not limited to cleaning and removing pet excrement and leashing.
- (c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the structure.
- (d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the structure.

- (e) It is prohibited to throw garbage or trash outside the areas provided for such purposes.
- (f) No Owner, resident or lessee shall install wiring for electrical or telephone installation, antennae or aerials (other than normal television antennae), machines or air conditioning units, etc., on the exterior of the structure except as authorized by the Association.
- (g) No Unit shall be used in such manner as to obstruct or interfere with the enjoyment by residents of other Units or annoy them by unreasonable noises or otherwise, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur. No noxious or offensive activity shall be carried on.
- (h) No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes on the patios, porches or other areas. Dogs, cats, or other household pets (2 per Unit only) may be kept provided that they are not kept, bred or maintained for any commercial purposes.
- (i) In order to insure adequate aesthetic controls and to maintain the general attractive appearance of the project (1) no Owner, resident or lessee shall, at his expense or otherwise, construct fences, walls or make any alterations, additions or modifications to or on any part or portion of the Common Elements, or place or maintain any objects on or about the exterior of any building within the project except as authorized

by the Association, and (2) no Owner, resident, lessee, invitee or other person, with or without the purported consent or cooperation of any Owner, resident or lessee, shall park, store or maintain in or on the

Common Elements any boats, trailers, campers, buses or vans, or other vehicles not customarily used as a means for general transportation. Provided, however, that the temporary parking of the aforesaid boats, trailers, campers, buses or vans, or other vehicles not customarily used for means of general transportation for periods of short duration (24 hours), as an incident to loading or unloading therefrom shall not be deemed a violation hereof. Provided further that the Board of Managers of the Association may adopt such additional rules and regulations respecting this provision as from time to time seems in the best interest of the Owners.

- (j) Each Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinbefore provided.
- (k) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any Unit.

- (l) No inflammable liquids shall be stored, kept or maintained in or on the Common Elements, restricted or otherwise.
- (m) No Owner shall install or operate ham radio equipment, X-ray or diathermy equipment, affecting adversely other Unit Owners.
- (n) The Operation of snowmobiles, mini-bikes or other similar vehicles, and model airplanes within the development is prohibited.
- (o) Any request for variance, or inquiry as to the application of this Article, shall be made in writing to the Board of Managers, and failure of the Board of Managers to reply within twenty (20) days shall constitute an approval of said request.
- (p) Parking of vehicles shall be in accordance with the rules and regulations set down by the Board, including the assignment of designation of parking areas and the assignment of parking spaces.

#### Article VII

##### AMENDMENTS TO PLAN OF UNIT OWNERSHIP

Unless the Act provides otherwise, these By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by those Owners holding at least 75% of the votes in accordance with the percentages assigned in the Declaration.

#### Article VIII

##### MORTGAGES

Section 1. Notice to Association. An Owner who mortgages his Unit shall notify the Association through the Managing Agent, if any, or the President of the Board of Directors in the event

there is no Managing Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

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

#### Article IX

#### ILLINOIS CONDOMINIUM PROPERTY ACT

These By-Laws are set forth to comply with the requirements of the Condominium Property Act of the State of Illinois. In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

#### Article X

#### TERMS DEFINED

The following terms, as used in these By-Laws, shall have the same meaning as are applied to such terms in the Declaration: "Project", "Condominium", "Common Elements", "Common Areas", "Family Unit", "Unit", "Mortgage", and "Mortgagee".

376517

STATE OF ILLINOIS }  
COUNTY OF DEKALB } SS  
FILED FOR RECORD

OCT 16 1973 - 10 30 AM

*Ralph J. Jones* "CLERK  
OF DEKALB

-22-

376517