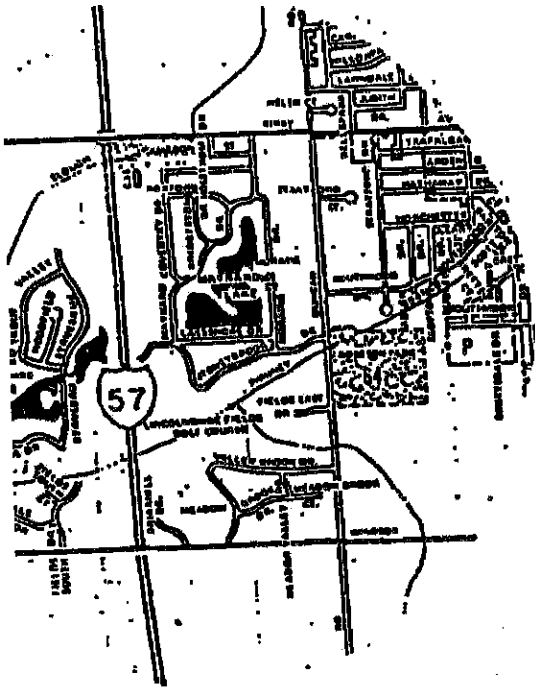


OF CONDOMINIUM FOR

THE CONDOMINIUMS OF BENTB

CHAMPAIGN COUNTY, ILLINOIS



LEGEND

—	BOUNDARY OF TRACT
●	IRON PIPE MONUMENT SET ON PREVIOUS SURVEY
■	CONC. MONUMENT SET ON PREVIOUS SURVEY
()	DIMENSION OF RECORD
—	BUILDING SETBACK
- - -	EASEMENT FOR UTILITIES AND/OR DRAINAGE
R	RADIUS
A	CENTRAL ANGLE
C	CHORD
CB	CROWN BEARING
PGB	POINT OF BEGINNING

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) s.s.

SURVEYOR'S CERTIFICATE

I, Stephen A. Kurth, being Illinois Registered Land Surveyor hereby certify that at the request of JOSEF C. HALLSBECK of LINCOLNSHIRE FIELDS, INC., Developer-Owner, I have caused to be made a plat of condominium to be drawn, under my direct supervision, of the structures located on a portion of Lot Lincolnshire Fields Northwest, Champaign County, Illinois, particularly described as follows:

Lot 41 of Lincolnshire Fields Northwest, Champaign County, Illinois, as recorded in Plat Book "AA" on Page 78 in Champaign County Recorder's Office.

For said Owner who desires to facilitate the sale of said structures by complying with the "Condominium Property Act" plat to which this certificate is attached particularly as describes all Units, Common Elements, Limited Common Elements, other spaces, etc., of said Condominiums and have numbered the Units which numbers and letters are shown in larger size Plat and have stated the dimensions of said Units horizontal and vertical by "Elevations Based on Geodetic Vertical Datum of 1929".

I further certify as follows:

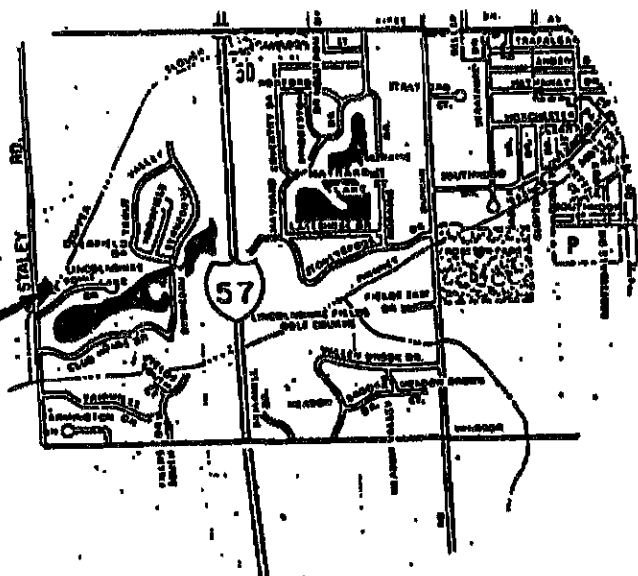
1. The structures lie wholly within the boundary of the described above.
2. The horizontal unit measurements are basically from face of drywall.
3. The upper limit of unit elevation is the bottom of the drywall.
4. The lower limit of unit elevation is the surface of except in the case of garages where it is the top of garage floor.
5. I have made no separate search of the records for all covenants, servitudes or other encumbrances on the tract of land.
6. All utility service lines are not shown.

Signed and sealed at Champaign, Illinois, this 10th day of

Stephen A. Kurth
Stephen A. Kurth
Illinois Registered Land Surveyor
No. 1945
Champaign, Illinois

AGI NO. 0040





LEGEND

—	BOUNDARY OF TRACT
●	IRON PIPE MONUMENT SET ON PREVIOUS SURVEY
■	CONC. MONUMENT SET ON PREVIOUS SURVEY
()	DIMENSION OF RECORD
---	BUILDING SETBACK
- - - -	EASEMENT FOR UTILITIES AND/OR DRAINAGE
R	RADIUS
Δ	CENTRAL ANGLE
C	CHORD
CB	CHORD BEARING
PGB	POINT OF BEGINNING

I, Stephen A. Kurth, being Illinois, hereby certify that at the request of LINCOLNSHIRE FIELDS, INC., Developer be made and a plat of condominium to supervision, of the structures located Lincolnshire Fields Northwest, Champaign, particularly described as follows:

Lot 41 of Lincolnshire Fields Northwest, Illinois, as recorded in Plat B Champaign County Recorder's Office

For said Owner who desires to facilitate structures by complying with the "Code" plat to which this certificate is attached describes all Units, Common Elements, other spaces, etc., of said Condominium the Units which numbers and letters Plat and have stated the dimensions and decimals of feet and vertically Geodetic Vertical Datum of 1929".

I further certify as follows:

1. The structures lie wholly within the described above.
2. The horizontal unit measurement face of drywall.
3. The upper limit of unit elevation drywall.
4. The lower limit of unit elevation except in the case of garages garage floor.
5. I have made no separate search covenants, servitudes or other tract of land.
6. All utility service lines are

Signed and sealed at Champaign, Ill.

Stephen A. Kurth

Stephen A. Kurth
Illinois Registered Land Surveyor
No. 1945
Champaign, Illinois

ACI NO. 6040

OUTER WALL

Altech Consultants, Inc.



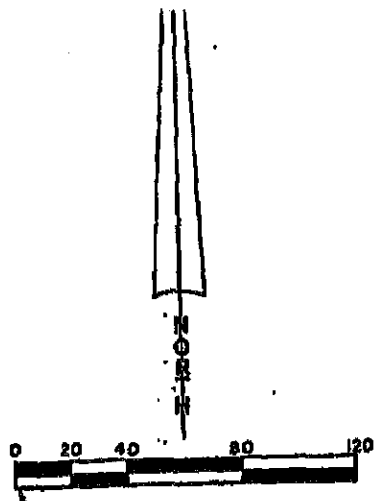
BAZZELL - PHILLIPS AND ASSOCIATES
1305 SOUTH MATTIS AVENUE
CHAMPAIGN, ILLINOIS 61821

PH. (217) 356-0363

surveying

engineering

planning



$R = 280.00'$
 $\Delta = 52^\circ 20' 48''$
 $C = 247.36'$
 $C.B. = N 63^\circ 17' 33'' E$

UNDEVELOPED

STALEY ROAD

BENTBROOK

$(N 89^\circ 30' 21'' E)$
 61.00

$(N 0^\circ 29' 39'' W 504.46')$

LOT 41

UTILITIES EASEMENT

$(S 37^\circ 04' 43'' W 629.29')$
 COPPER SLOUGH

120
-48°
17'-33" E

UNDEVELOPED

STALEY ROAD

BENTBROOK

DRIVE

CHORD

P.C.C. DRIVE

(N 89° 30' 21" E 61.00)

(N 0° 29' 39" W 504.46')

LOT 41

EXISTING EASEMENT FOR
FOUNTAIN HEAD DRAINAGE DISTRICT

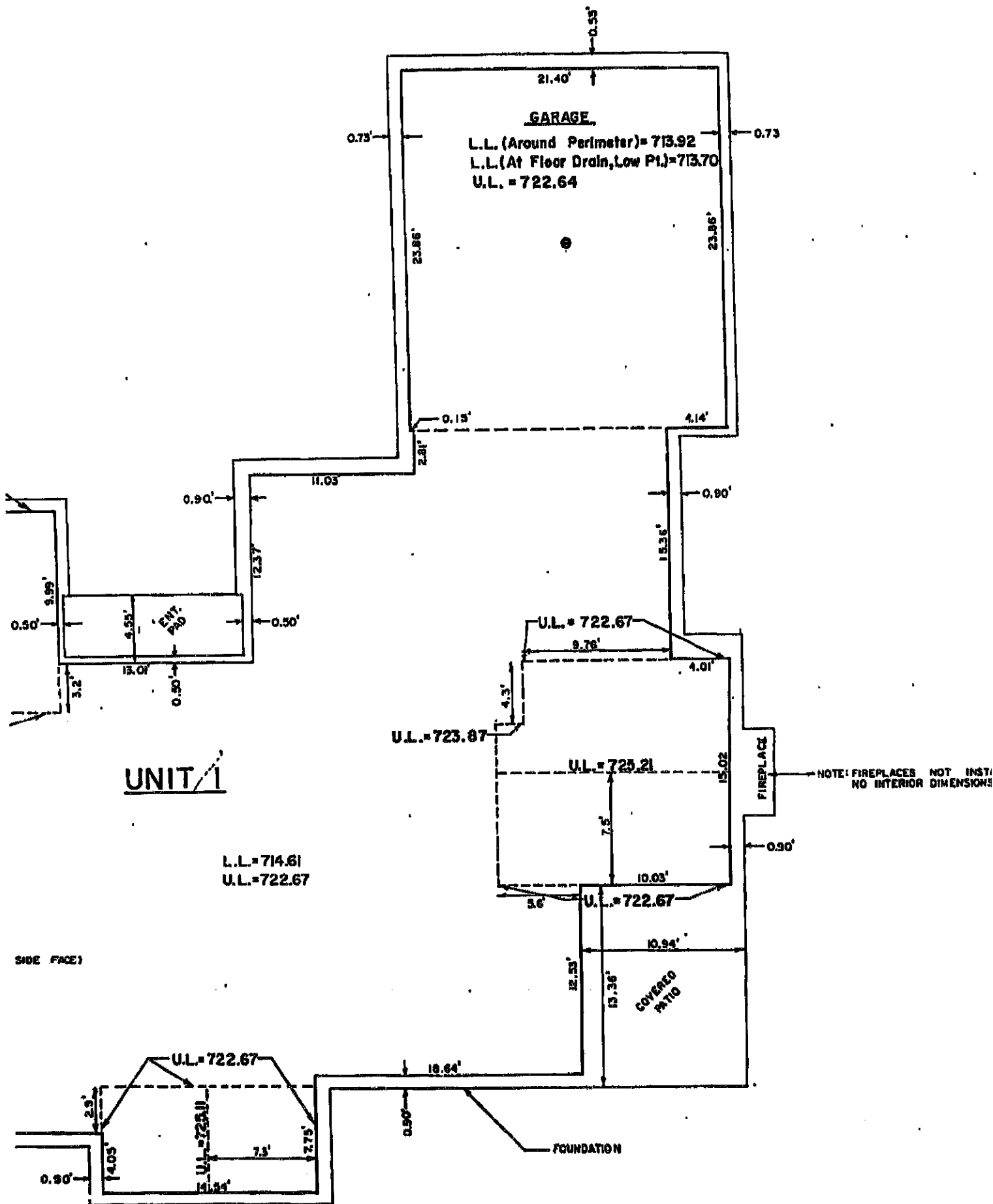
LOT 41
LINCOLNSHIRE FIELDS NW

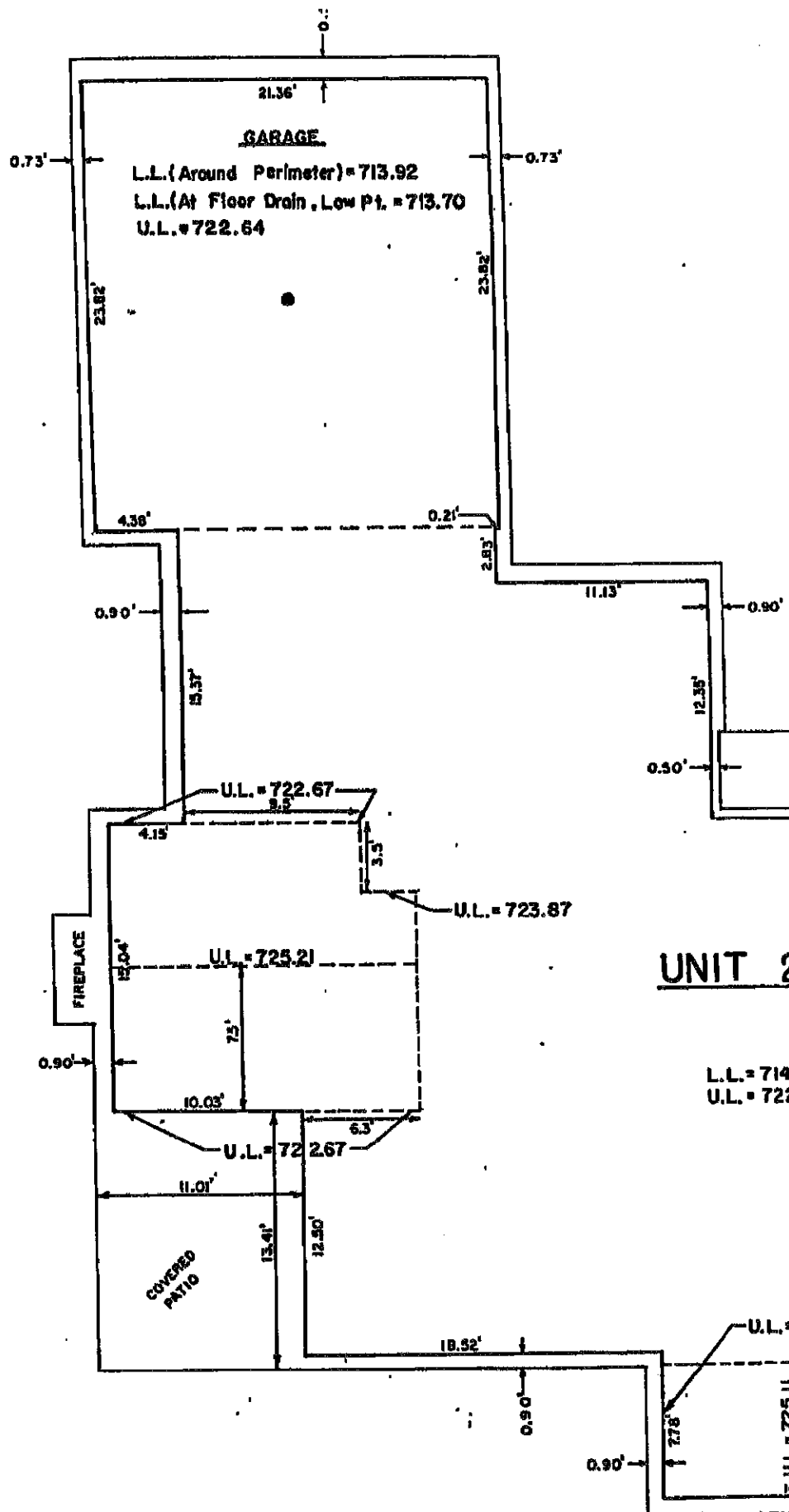
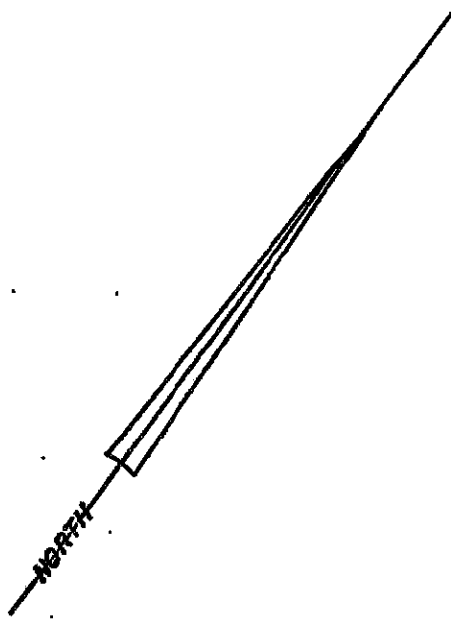
LAKE POINT

(S 37° 04' 45" W 629.29')
COPPER SLOUGH

UTILITIES EASEMENT

FOUNDATION

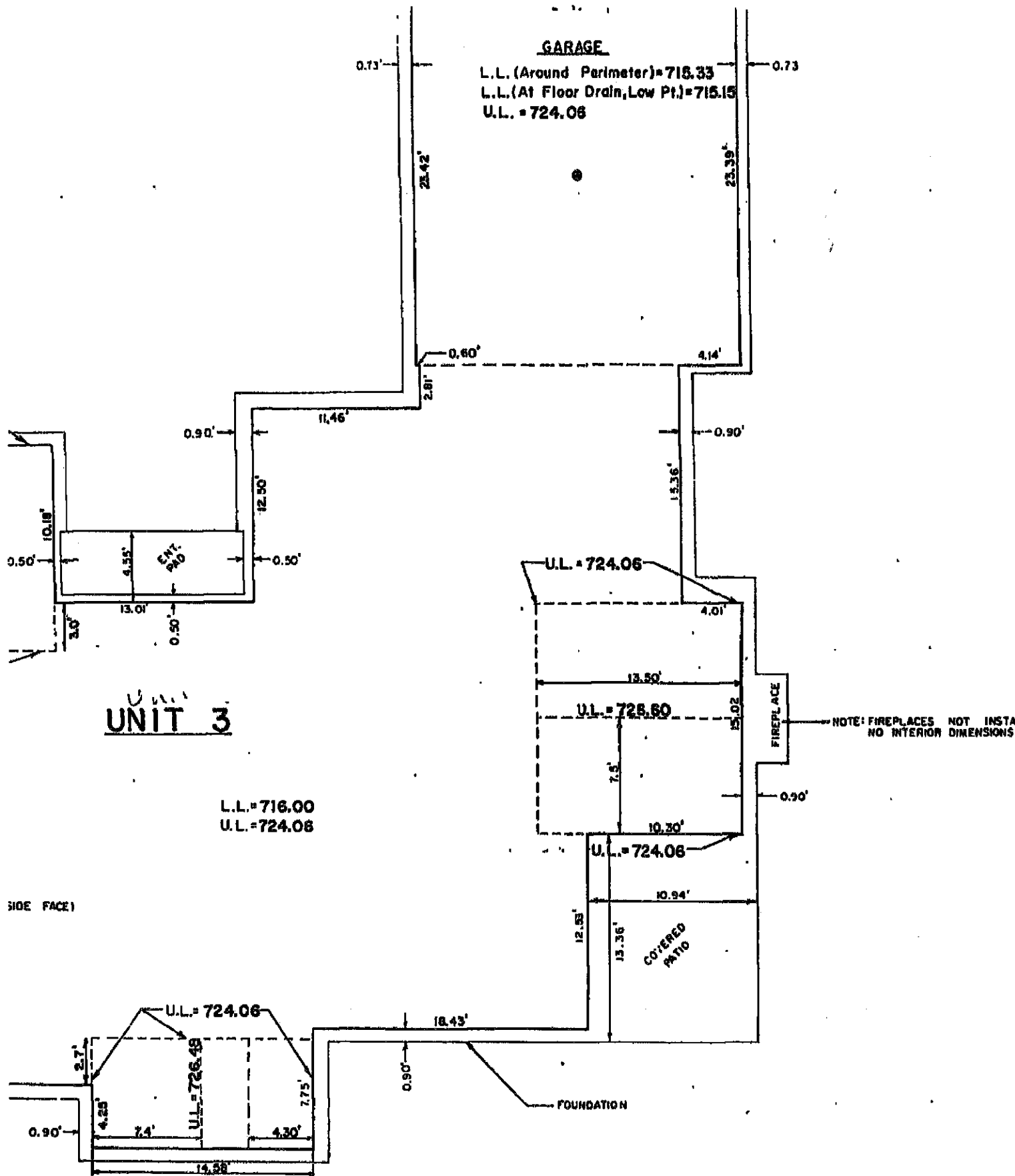


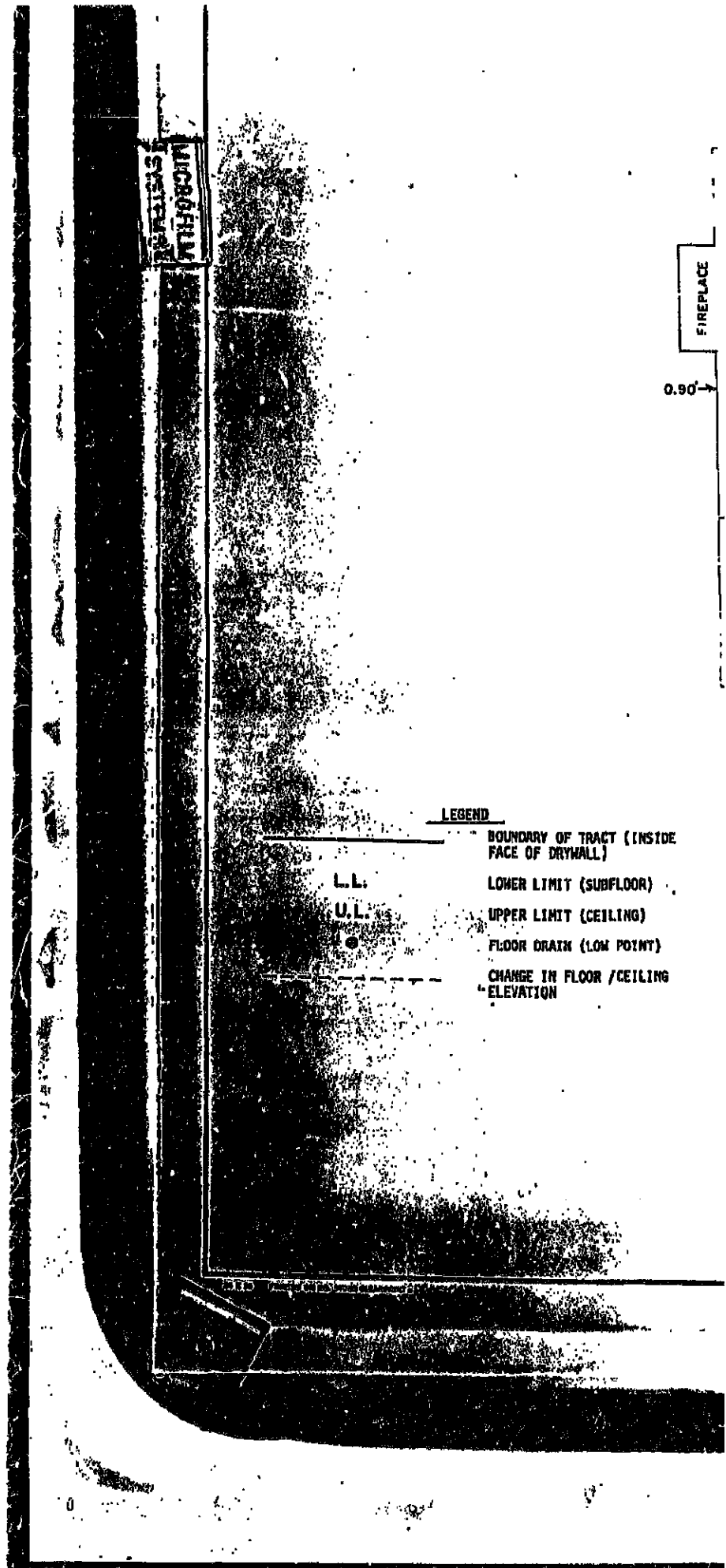


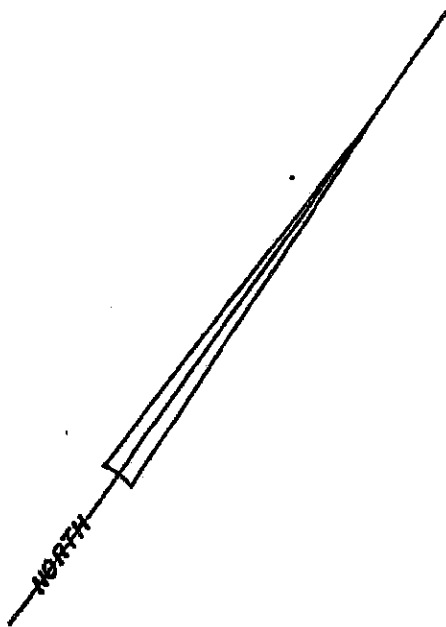
LEGEND

- BOUNDARY OF TRACT (INSIDE FACE OF DRYWALL)
- L.L. LOWER LIMIT (SUBFLOOR)
- U.L. UPPER LIMIT (CEILING)
- FLOOR DRAIN (LOW POINT)

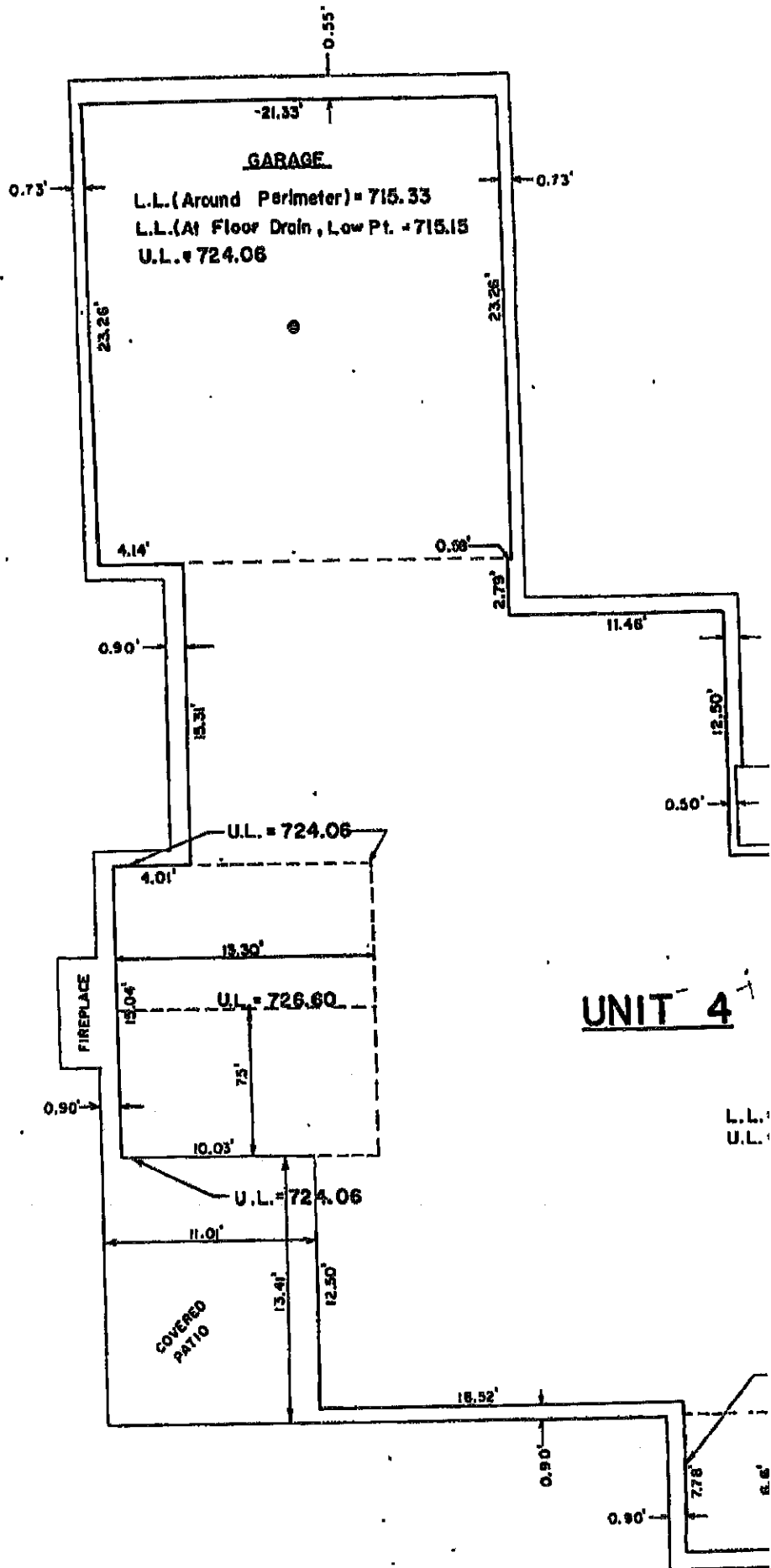






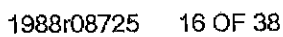


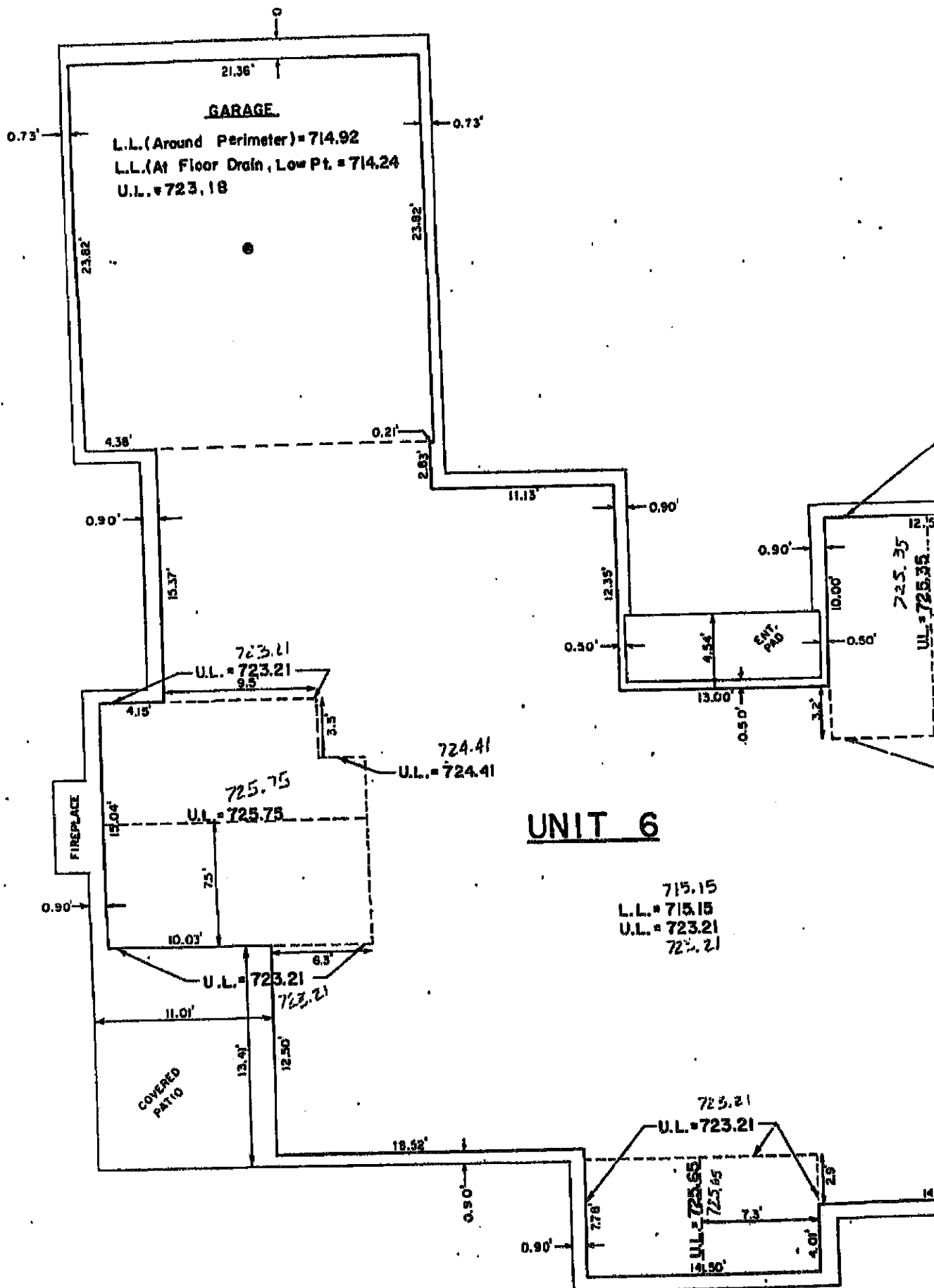
MICROFILM



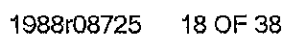
LEGEND

BOUNDARY OF TRACT (INSIDE)





ND
 BOUNDARY OF TRACT (INSIDE
 FACE OF DRYWALL)
 LOWER LIMIT (SUBFLOOR)
 UPPER LIMIT (CEILING)



CHICAGO TITLE INSURANCE CO.

DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE CONDOMINIUMS OF BENTWOOD

THIS DECLARATION made and entered into by HALLAMCK HOMES, INC., an Illinois Corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the record owner of certain real estate in the County of Champaign, State of Illinois, the legal description of which is set forth in Exhibit "A" attached hereto and incorporated herein by reference, and

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

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

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants and any other persons hereafter acquiring any interest in said 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 such property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

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

1. Definitions. Definitions, as used herein, unless the context otherwise requires, are as follows:

- (a) "Act" means the "Condominium Property Act" of the State of Illinois.
- (b) "Declaration" means this instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.
- (c) "Parcel" means the tract of land described in this Declaration, submitted to the provisions of the Act.

- (d) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including buildings and easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners.
- (e) "Unit" means a part of the Property, designed or intended for independent use as a one-family dwelling or such other incidental uses permitted by this Declaration, as set forth on the Plat attached hereto as Exhibit "B", which Plat is being recorded simultaneously with the recording of this Declaration. Each Unit shall consist of the space enclosed and as shown on the Plat; provided, however, that no structural components of the Buildings, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of said Unit.
- (f) "Common Elements" means all of the Property including the proposed building locations shown on Exhibit "B" except the Units, and shall include, but shall not be limited to, the land, foundation, roof, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), public utility lines, ceilings and perimeter walls of Units (other than such portions thereof included within Unit boundaries as shown on the Plat), structural components of the Buildings, landscaping, and all other portions of the Property except the individual Units. Structural components located within the boundaries of a Unit shall be part of the Common Elements.
- (g) "Limited Common Elements" means a portion of the Common Elements contiguous to and serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically, paved driveways, walkways, entrances, exits, air condition compressors and outside lighting for each Unit and such portions of the perimeter walls, floors, ceilings, doors, vestibules, windows and entryways, and of all associated fixtures and structures therein as lie outside the Unit boundaries. The Board as hereinafter defined may from time to time designate other portions of the Common Elements as Limited Common Elements.
- (h) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

- (i) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- (j) "Majority" or "Majority of the Unit Owners" means the owners of more than 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 of the Common Elements.
- (k) "Unit Ownership" means a part of the Property consisting of one Unit and undivided interest in the Common Elements.
- (l) "Building" means the building or buildings located on the Parcel and forming part of the Property and containing the Units, as shown by the surveys of said Buildings included in the Plat attached hereto as Exhibit "B".
- (m) "Occupant" means a person, or persons, other than an owner, in possession of one or more Units.
- (n) "Developer" whenever used herein, means Hallbeck Homes, Inc.

2. Submission of Property to the Act. Declarant, as owner in fee simple of the Parcel, expressly intends to and, by recording this Declaration, does hereby submit the Parcel and the Property to the provisions of the Condominium Property Act of the State of Illinois.

3. Plat. The Plat attached hereto as Exhibit "B", and by this reference made a part hereof, sets forth the measurements, elevations, locations and other data, as required by the Act.

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

5. Administration and Operation of the Property. The governing body of all of the Unit Owners for the administration and operation of the Property, as provided in the Act and in this Declaration and in the Bylaws, shall be the Board of Managers who shall be elected in the manner provided in the Bylaws. The Board of Managers, when authorized by a majority of the Unit Owners, shall cause to be formed a not-for-profit corporation or unincorporated association as provided by the Act, and in such event, such corporation or association (hereinafter referred to as "Association") shall be the governing body of all of the Unit Owners for the administration and operation of the Property as provided in the Act and in this Declaration and in the Bylaws. The Board of Directors of such Association shall constitute the Board of Managers provided for in the Act, and all rights, titles, powers, privileges and obligations vested in or imposed upon the Board of Managers in the Act and in this Declaration and in the Bylaws shall be held or performed by the Association or by the duly elected members of the Board

of Directors thereof and their successors in office. The Bylaws for the governing body shall be the Bylaws appended hereto as Exhibit "D" and made a part hereof.

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

6. Indemnity. The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

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

8. Ownership of the Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as shown in the schedule attached hereto as Exhibit "C" and by this reference made a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded Amendment to this Declaration pursuant to the provisions contained in this Declaration. Said ownership interests in the Common Elements shall be owned by the Unit Owners

as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit "G". The ownership of each Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated.

9. Use of Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively his Unit. Such rights to use and possess the Common Elements including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and of this Declaration and the Bylaws herein and the rules and regulations of the Board. The Board shall have the exclusive authority from time to time to adopt or amend administrative rules and regulations governing the use, occupancy and control of the Common Elements as more particularly provided in the Bylaws.

10. Common Expenses. It shall be the duty of each Unit Owner to pay his proportionate share of the common expenses, including the expenses of administration, maintenance and repair of the Common Elements and any other expenses incurred in conformance with the Declaration and Bylaws or otherwise lawfully agreed upon (which expenses are herein sometimes referred to as "common expenses"). Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. The Board, or Developer before election of the board, shall prepare and distribute to all Unit Owners a detailed proposed annual budget, setting forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The initial budget and common expense assessment based thereon, shall be prepared and furnished prior to the conveyance of any Unit. The budget shall also set forth each Unit Owner's proposed common expenses assessment. Any non-recurring common expense, any common expense not set forth in the budget, and any increase in assessment shall be separately assessed against all Unit Owners. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the Bylaws.

If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act. Such lien for common expenses shall be in favor of the members of the Board and their successors in office and shall be for the benefit of all other Unit Owners, and may be foreclosed by an action brought in the name of the Board in like manner as a mortgage of real property. The members of the Board and their successors in Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

11. Separate Mortgages. Each Unit Owner shall have the right, subject

percentages of
each Unit and the
Common Elements

have the right to
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e Common Elements
to and governed by
e Bylaws herein and
have the exclusive
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the Common Elements

Unit Owner to pay
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n sometimes referred
the common expenses
percentage of
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all anticipated
assessments and other
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of any Unit. The
common expenses
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such payment of the
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of all other Unit
e name of the Board
ers of the Board and
bid in the interest
ld, lease, mortgage

re the right, subject

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

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

13. Insurance.

- (a) The Board shall have the authority to and shall obtain
insurance for the Property against loss or damage by
fire and such other hazards as the Board may deem desirable,
for the full insurable replacement cost of the Common
Elements, Limited Common Elements and the Units. Premiums
for such insurance shall be common expenses.

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

The Board may engage the services of any bank or trust
company authorized to do trust business in Illinois to
act as trustee, agent or depository on behalf of the Board
for the purpose of receiving and disbursing the insurance
proceeds resulting from any loss, upon such terms as the
Board shall determine consistent with the provisions of the
Act and this Declaration. The fees of such corporate
trustee shall be common expense. In the event of any loss
in excess of \$50,000, in the aggregate, the Board shall
engage a corporate trustee as aforesaid, or in the event of
any loss resulting in the destruction of the major portion
of one or more Units, the Board shall engage a corporate
trustee as aforesaid upon the written demand of the mortgagee
or owner of any unit so destroyed.

The proceeds of such insurance shall be applied by the Board
or by the corporate trustee on behalf of the Board for the
reconstruction of the Building, or shall be otherwise
disposed of, in accordance with the provisions of this
Declaration and the Act; and the rights of the mortgagee

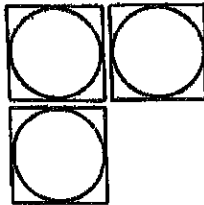
of any Unit, under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the building.

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

- (b) The Board shall also have the authority to and shall obtain comprehensive liability insurance, against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements in amounts deemed sufficient in the judgment of the Board, insuring the Developer and Unit Owners individually and severally, the Board, the Association, the Declarant, the managing agent, if any, and their respective employees, agents and all persons acting as agents. The insurance shall cover claims of one or more insured parties against other insured parties. Such insurance shall contain a waiver of rights to subrogation by the insuring company against any of the above named insured persons. The Board shall notify insured persons concerning the cancellation of such insurance. Premiums for such insurance shall be common expenses.

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

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than



ALTECH CONSULTANTS, INC.

EXHIBIT "C"

To the Declaration of Condominium for
The Condominiums of Bentbrook
Champaign County, Illinois

COMMON ELEMENTS OWNERSHIP PERCENTAGE

Unit No.	Percentage of Ownership of Common Elements
1	16.667%
2	16.667%
3	16.667%
4	16.667%
5	16.667%
6	16.667%
Total	100.000%

Prepared By:
ALTECH CONSULTANTS INC.
1305 South Mattis Avenue
Champaign, Illinois 61821

ACI NO. 6040
Date: May 10, 1988

1305 SOUTH MATTIS AVENUE CHAMPAIGN, ILLINOIS 61821 817/234-0553 SURVEYING PLANNING ENGINEERING

EXHIBIT "D"

BYLAWS

ARTICLE I

Members
(Unit Owners)

Section 1. The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), consisting of three (3) Persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners or a spouse of a Unit Owner; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

Section 2. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or for a regular or special meeting of the Board may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "C". Declarant, acting by Developer, shall be the voting member with respect to any Unit Ownership owned by the Declarant.

Section 3. Meetings of the voting members shall be held at the property or at such other place in the county wherein the Property is situated, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting. Such meetings shall be subject to open meeting law requirements.

- (a) The first annual meeting of the Unit Owners shall be called by Declarant or Developer upon ten (10) days' written notice. Such meeting shall take place on the first business day which is sixty (60) days from the date when four (4) of the Units have been conveyed by Declarant, or such earlier time as selected by Declarant or Developer.
- (b) Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, or the Illinois Condominium Property Act, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the Owner of one (1) Unit, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.
- (c) Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote at such meetings, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

ARTICLE II

Board of Directors (Board of Managers)

Section 1. At the initial meeting the voting members shall elect a Board. In all elections for members of the Board, each voting member shall be entitled to vote on a cumulative voting 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 majority of the members on the Board shall constitute a quorum. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting, and at each successive annual meeting thereafter, members of the Board shall be elected for a term of one (1) year. The voting members having at least sixty percent (60%) of the total votes may increase the term of office of Board members at any annual or special meeting. The terms of at least one-third (1/3) of the persons on the Board shall expire annually. Board members are eligible for re-election at all times. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having sixty percent (60%) of the total votes. Vacancies in the Board shall be filled by election by the voting members present at the next annual meeting or at a

special meeting of the voting members called for such purpose. Except as otherwise provided in the Bylaws, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

Section 2. The Board shall elect from among its members a president who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board, a Vice President who shall serve in the absence of the President, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All offices, except the office of President, may be combined. Non-Board members may be designated by the Board to act as Secretary or Treasurer or both.

Section 3. For failure to carry out the duties and responsibilities of office, any Board member may be removed from office by affirmative vote of the voting members having at least sixty percent (60%) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

Section 4. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or any Vice-President and countersigned by the Secretary or any Assistant Secretary of the Board.

Section 5. The Board shall have the following additional powers and duties:

- (a) to engage the services of a manager or managing agent who shall manage and operate the Property for all the Unit Owners upon such terms and with such authority as the Board may approve;
- (b) to formulate policies for the administration, management and operation of the Property;
- (c) to adopt administrative rules and regulations, after a membership meeting, with written notice thereof to all Unit Owners, governing the administration, management, maintenance, operation, use, conservation and beautification of the Property and for the health, comfort, safety and

general welfare of the Unit Owners, and to amend such rules and regulations from time to time after a membership meeting;

- (d) to provide for any construction, alteration, installation, maintenance, repair, painting, and replacement for which the Board is responsible under the Declaration and Bylaws and for such purposes to enter and to authorize entry into any Unit and/or Limited Common Elements, causing as little inconvenience to the Unit Owners as practicable and repairing any damage caused by any such entry at the expense of the maintenance fund;
- (e) to provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the property and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent);
- (f) 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 hereinafter provided;
- (g) to pay out of the maintenance fund hereinafter provided for, the following:
 - (i) The services of a manager or managing agent or any other person or firm employed by the Board.
 - (ii) Payment for the maintenance, repair and replacement of the Common Elements.
- (h) to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of all Unit Owners, excluding the Owner or Owners of the Unit being purchased;
- (i) to comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;
- (j) to exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Declaration, these Bylaws or the Condominium Property Act of the State of Illinois.

ARTICLE XII

Assessments

Section 1. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "C" attached to the Declaration. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Unit Owner shall be obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual 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 estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

Section 2. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the next monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

Section 3. When the first Board elected hereunder takes office,

it shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section 1 of this Article.

Section 4. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 5. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the common Elements and any other expenses incurred. Such records and vouchers authorizing the payments shall be available for inspection by any Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days' notice to the Board, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 6. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Condominium Property Act of Illinois. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

Section 7. No Unit Owner may waive or otherwise escape liability

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

Section 8. Until such time as the first Board provided for herein is elected, the Declarant or Developer may assess each Unit Owner, including Declarant, a maintenance fee. Such maintenance fee, as assessed by the Declarant or Developer, shall not include a reserve for contingencies or replacements. All of the rights, duties and functions of the Board set forth in these Bylaws shall be exercised by Declarant or Developer for a period ending thirty (30) days after the date on which the first annual meeting of the Unit Owners is called pursuant to the terms of these Bylaws.

Section 9. Any first mortgage or first trust deed made, owned or held by a bank, savings and loan association or insurance company, and recorded prior to the recording or mailing of a notice by the Board of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid common expenses set forth in said notice and to all assessments for common expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed; provided, however, that after written notice to the holder of any such mortgage or trust deed, such mortgage or trust deed shall be subject to the lien of unpaid common expenses which are due and payable subsequent to the date when such holder takes possession of the Unit, accepts a conveyance of such Unit, or has a receiver appointed in a suit to foreclose the lien of such mortgage or trust deed.

ARTICLE IV

General Provisions

Section 1. 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 the Declaration and for no other purposes.

Section 2. 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 Board. The right is reserved by Declarant or Developer or their 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 signs on any Unit owned by such mortgagee. Until all Units are sold, the Declarant and Developer shall be entitled to access, ingress and egress

to the Property as is necessary in connection with the sale or leasing of any Unit. The Declarant and Developer shall have the right to use any unsold Unit or Units as models for display purposes and to maintain on the Property advertising signs in connection therewith.

Section 3. There shall be no obstruction of the Common Elements, including but not limited to fences or other structures, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit and its interior surfaces, windows and doors in good, clean order and repair. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible onto the exterior of the Building, shall be subject to the rules and regulations of the Board.

Section 4. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

Section 5. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna (except as exists on the date of the recording hereof, or otherwise constructed by the Developer) shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

Section 6. No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that one dog or one cat may be kept in a Unit subject to rules and regulations adopted by the Board, provided that such household pet shall not be kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon seven (7) days' written notice from the Board.

Section 7. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

Section 8. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as otherwise provided herein.

Section 9. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials; all rubbish and garbage containers shall be kept and stored inside Unit garages.

Section 10. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs or other personal property on any part of the Common Elements without the prior consent of, and subject to any regulations of, the Board.

Section 11. No campers, boats, trailers or trucks shall be parked or stored outside on the Property and no more than two automobiles shall be kept or stored on the Property by the Owner or Occupant of each Unit.

Section 12. Each Unit Owner and the Board hereby waives and releases any and all claims which he or it may have against any other Unit Owner, the officers and members of the Board, the Developer, the Trustees, and the beneficiaries of the Trustee, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or neglect referred to in Paragraph 19(m) of the Declaration to the extent that such damage is covered by fire or other form of hazard insurance.

Section 13. If, due to the act or neglect of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent such payment is not waived or released under the provisions of Paragraph 19(1) of the Declaration, i.e., not covered by applicable insurance.

Section 14. Any release or waiver referred to in Paragraph 19(1) and 19(m) of the Declaration shall be valid only if such release or waiver does not affect any right of the insured under the applicable insurance policy to recover thereunder.

Section 15. No Unit Owner shall overload the electric wiring in any building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating system or plumbing system, without the prior written consent of the Board.

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Instrument

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Description

Condominium

of Bentbrook - Lot 41
Lincolnshire Fields NW

Return to:

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ARTICLE V

Amendments

The Bylaws may be amended or modified from time to time by action or approval of the voting members having at least sixty percent (60%) of the total votes, provided, however, that no provision in these Bylaws may be amended or modified or interpreted so as to conflict with the provisions of the Condominium Property Act. Such amendments shall be recorded in the Office of the Recorder of Deeds of Champaign County, Illinois.

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