

DECLARATION FOR CONDOMINIUM OWNERSHIP
FOR
THE GOLF VILLAS OF WHITE EAGLE CLUB CONDOMINIUM

R89-018990
RECORDER
DU PAGE COUNTY

89 FEB 17 PM 4:00

Stammy

PIN# 07-33-300-004 (underlying)

This document was prepared by Samuel M. Lanoff and John P. Madigan, Attorneys at Law, Two North LaSalle Street, Suite 1808, Chicago, Illinois 60602, (312) 346-3055.

MAIL TO:

Morgan Landis et al.
Attn: JOHN JACKSON
2100 LaSalle St # 1808
Chicago, Ill 60602

A delineation of the property
described in this instrument
appears in

PLAT BOOK NO. 139 PAGE 4

R89-18990

INDEX

<u>ARTICLE NO.</u>		<u>PAGE</u>
I	Definitions.....	1
II	Submission of Property to Condominium Act.....	3
III	Plat.....	4
IV	Units.....	5
V	Common Elements.....	5
VI	Insurance.....	16
VII	Maintenance and Repairs.....	20
VIII	Condemnation.....	23
IX	Damage or Destruction and Restoration of Buildings.....	24
X	Sale of Property.....	26
XI	Remedies on Default.....	26
XII	Administration	29
XIII	General Conditions.....	33
XIV	Add On Condominium.....	42
XV	Trustee Signator to this Declaration.....	48

INDEX TO EXHIBITSEXHIBIT

A	Legal Description of Parcel
B	Plat of Survey of Parcel
C	Schedule of Percent of Ownership Interest In Common Elements
D	By-Laws of THE GOLF VILLAS OF WHITE EAGLE CLUB CONDOMINIUM Homeowners Association
E	Legal Description of Additional Land
F	Declaration of Covenants and Restrictions for WHITE EAGLE CLUB PROPERTY OWNERS ASSOCIATION

R89-18990

**DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE GOLF VILLAS OF WHITE EAGLE CLUB CONDOMINIUM**

This Declaration made this 17th day of February, 1989
by LA SALLE NATIONAL BANK as Trustee under the provisions of a
Trust Agreement dated September 1, 1987 and known as Trust No.
112550, hereinafter referred to as Trustee:

W I T N E S S E T H:

WHEREAS, the Trustee is the owner in fee simple of the
following described property in the City of Aurora, DuPage
County, Illinois, legally described in Exhibit A, attached
hereto.

WHEREAS, the Trustee intends to submit the Property to the
provisions of the Condominium Property Act of the State of
Illinois, as amended from time to time.

NOW, THEREFORE, the LA SALLE NATIONAL BANK, as Trustee
aforesaid and not individually, as the owner of the real estate
hereinbefore described, declares as follows:

ARTICLE I

DEFINITIONS

For the purpose of brevity and clarity, certain words and
terms used herein, unless the context otherwise requires, are
defined as follows:

Act	The Condominium Property Act of the State of Illinois, as amended from time to time.
Declaration	The 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 pursuant to the terms of this Declaration.

R89-18990

Parcel	The parcel or tract of real estate described in Exhibit A attached hereto and submitted to the provisions of the Act.
Property	All the land, property and space comprising the Parcel and all improvements and structures erected, constructed or contained therein or thereon, including the buildings and all easements rights and appurtenances belonging thereto and all fixtures, equipment and facilities intended for the mutual use, benefit or enjoyment of the unit owners, submitted to the provisions of the Act.
Unit	A part of the Property, including one or more rooms and occupying one or more floors or a part or parts thereof, designed and intended for independent use and having lawful access to a public way.
Common Elements	All portions of the Property except the Units including the Limited Common Elements unless otherwise specified.
Limited Common Elements	A portion of the Common Elements so designated in this Declaration or on the Plat as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which, by the terms of this Declaration or by its nature or location, is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the owner or owners thereof shall be deemed a Limited Common Element.
Person	A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
Unit Owner	The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
Majority or Majority of the Unit Owners	The owners of more than 50% of the aggregate in interest of the undivided ownership of the the Unit Common Elements, without regard to their number. Any specified percentage of the Unit Owners means such per-

R89-18990

centage in the aggregate in interest of such undivided ownership of the Common Elements.

Developer	DuPage Associates, an Illinois general partnership, the beneficial owner of Trust No. 112550.
Plat	The plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act which may consist of a dimensional horizontal and vertical delineation of all such Units, said Plat being attached hereto as Exhibit B and by this reference made a part hereof and recorded simultaneously with the recording of this Declaration.
Additional Land	The Parcel or Tract of real estate described in Exhibit E, attached hereto.
Parking Area	Area provided for parking automobiles as shown on Exhibit B attached hereto, and hereinafter described.
Development Site	The Parcel and Additional Land which the Developer may develop as residential property.
Record	The recording of documents in the Office of the Recorder of Deeds of DuPage County, Illinois.
Condominium Instruments	All documents and authorized amendments thereof recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.
Association	The Golf Villas of White Eagle Club Condominium Homeowners Association, an Illinois not-for-profit corporation serving the condominium development built on the Development Site.

ARTICLE II**SUBMISSION OF PROPERTY
TO THE ACT**

The Trustee, as the owner in fee simple of the Parcel hereby submits the Property, as described in Exhibit A and B, to the provisions of the Condominium Property Act of the State of

Illinois. The Trustee expressly intends, by recording this Declaration, to submit the Parcel and the Property to the provisions of the Act.

R89-18390

ARTICLE IIIPLAT

The Plat attached hereto as Exhibit B and recorded simultaneously herewith sets forth the measurements, elevations, locations and other data as required by the Act, with respect to: (1) The Parcel and its exterior boundaries; (2) The Buildings and each floor thereof; and (3) Each Unit of the Buildings and their horizontal and vertical dimensions. Each Unit is identified on the Plat by a distinguishing number or other symbol.

It is further understood that the Development Site is not wholly completed and that in the event the structural components of the Buildings constituting all the Unit Boundaries, are not in place on the date of recording of this Declaration, the Trustee reserves the right to file a Plat based on estimated projections from the plans and specifications, for such structural components of such Buildings and shall cause to be recorded from time to time until all of said structural components are in place on the Development Site, an amended Plat or Plats showing the actual locations and dimensions of the boundaries of these Units in the Buildings that are completed after the date hereof. Whenever in this Declaration the term "Plat", "Plats" or "Exhibit B" appears, it shall be deemed to include such amended Plat or Plats, as shall be hereafter recorded pursuant to this paragraph.

R89-18330

ARTICLE IVUNITS

1. Description and Ownership: The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat, attached hereto as Exhibit B. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof as shown on the Plat. Except as otherwise provided by the Condominium Property Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat. In the event a Unit Owner desires to combine two adjoining Units which he owns, he need not obtain the consent of other Unit Owners, but shall obtain the consent of the Board of Directors of the Association hereinafter defined.

ARTICLE VCOMMON ELEMENTS

1. Description: Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property, except the individual Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside sidewalks and driveways, landscaping, court-yards, patios, decks, balconies, parking area, roof, pipes,

ducts, electrical wiring and conduits, public utility lines and other utility installations to the outlets, floors, ceiling and perimeter walls.

2. Certain Structures Not Constituting Part of a Unit:

No Unit Owner shall own any pipes, wires, conduits, public utility lines, or other structural components running through his Unit if serving more than his Unit, whether or not such items shall be located in the floors, ceiling, or perimeter or interior walls of the Units, except as a tenant-in-common with all other Unit Owners.

3. Ownership: Each Unit Owner shall be entitled to and shall own the individual percentage of ownership in the Common Elements, allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit C and by this reference made a part hereof as though fully set forth herein. The percentage of ownership interest in the Common Elements allocated to the respective Units, as set forth in Exhibit C, have been computed and determined in accordance with the Act, are expressed by a percentage amount, and shall remain constant unless hereafter changed, as is provided herein. Said Ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants-in-common in accordance with their respective percentage of ownership as set forth in Exhibit C. The common elements shall remain undivided, as long as the Property is subject to the provisions of the Act, except as may be otherwise

R89-18390

provided in the Act, and no Unit Owner shall bring any action for partition or division of the Common Elements. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated nor may they be separately conveyed.

4. Use of the Common Elements: Subject to any restrictions contained herein, each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit Owned by each Unit Owner, and to the use and enjoyment of common facilities. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, Declaration and the By-Laws and rules and regulations of the Board of Directors of the Association (hereinafter described and for convenience hereinafter sometimes referred to as the "Board"). The Board shall have the authority to lease or rent or grant licenses or concessions with respect to the Parking Area, or other parts of the Common Elements, subject to the provisions of this Declaration and the By-Laws and rules and regulations of the Board.

5. Common Expenses - Maintenance of Common Elements: Management, maintenance, repair, alteration and improvement of

the Common Elements shall be the responsibility of the Board (except as set forth in Section 9 of this Article V). Each Unit Owner shall pay his proportionate share of the expenses of maintenance, insurance, repair, upkeep, replacement, administration, payment of real estate taxes and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses." Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit C, attached hereto. Payment thereof shall be in such amount and at such times as may be provided by the By-Laws and/or rules and regulations of the Board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act, provided, however, that such lien shall be subordinate to the liens of the mortgages, if any, on the interest of the Unit Owner which are duly recorded at the time the lien for such unpaid common expenses arose. The responsibility for maintenance herein shall be that of the Board of the Association.

6. Alterations, Additions and Improvements: No alterations of any Common Elements or any additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board.

7. Encroachments: If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, as

the Common Elements and Units are shown by the surveys comprising the Plat attached hereto as Exhibit B, there shall be deemed to be mutual easements in favor of the Owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachments so long as the same shall exist. There shall be an easement in favor of any Unit Owner whose Unit encroaches on any other Unit, said easement to be limited to the extent of any such encroachment and to continue so long as the same shall exist.

8. Utilities and Easements:

A. Utilities Easements: The telephone, electric, gas and cable television companies, the Association, the Developer 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, antennas, switching apparatus and other equipment, related to their service of the Property, into, over, under, along, on and through the Common Elements where reasonably necessary for the purpose of providing utility and other services to the Property. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain,

R89-18330

the Common Elements shall be the responsibility of the Board (except as set forth in Section 9 of this Article V). Each Unit Owner shall pay his proportionate share of the expenses of maintenance, insurance, repair, upkeep, replacement, administration, payment of real estate taxes and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses." Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit C, attached hereto. Payment thereof shall be in such amount and at such times as may be provided by the By-Laws and/or rules and regulations of the Board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act, provided, however, that such lien shall be subordinate to the liens of the mortgages, if any, on the interest of the Unit Owner which are duly recorded at the time the lien for such unpaid common expenses arose. The responsibility for maintenance herein shall be that of the Board of the Association.

6. Alterations, Additions and Improvements: No alterations of any Common Elements or any additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board.

7. Encroachments: If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, as

R89-18930

the Common Elements and Units are shown by the surveys comprising the Plat attached hereto as Exhibit B, there shall be deemed to be mutual easements in favor of the Owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachments so long as the same shall exist. There shall be an easement in favor of any Unit Owner whose Unit encroaches on any other Unit, said easement to be limited to the extent of any such encroachment and to continue so long as the same shall exist.

8. Utilities and Easements:

A. Utilities Easements: The telephone, electric, gas and cable television companies, the Association, the Developer 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, antennas, switching apparatus and other equipment, related to their service of the Property, into, over, under, along, on and through the Common Elements where reasonably necessary for the purpose of providing utility and other services to the Property. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain,

R89-18330

repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the wall of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

B. Easements for Ingress and Egress: An easement for ingress and egress, in perpetuity, is hereby reserved upon those portions of the Development Site shown as roads upon the Plat attached hereto as Exhibit B for the Developer and all future Unit Owners of condominiums as well as all others lawfully upon the Development Site in connection with or use of the residential site or recreational facilities, as well as all private and public utility facilities serving the Development Site. An easement for ingress and egress in perpetuity is hereby granted to the The Golf Villas of White Eagle Club Condominium Homeowners Association for the use and benefit of all Unit Owners as a covenant binding and running with the land, upon those portions of the Development Site shown as roads upon the Plat attached hereto as Exhibit B. The reservation and grant of these easements are done with the intention of providing lawful means of access to all residential, and recreational facilities built or to be built upon the Development Site. The Developer reserves the right to dedicate any portion of the Development Site to streets, roads or highways for the benefit of the Unit Owners.

C. Future Easements: The Trustee, its beneficiaries, and the Association are each hereby expressly authorized, and they do hereby expressly reserve the right to execute and cause

R89-18990

to be recorded with the Recorder of Deeds of DuPage County or registered with the Registrar of Titles for said County, such easements, agreements, and rights of way which the Trustee, or its beneficiaries, the Developer, or the Association may deem necessary in order to provide or permit installation and maintenance of utilities and afford ingress and egress including pathways with respect to any part of the real estate located within the entire Development Site.

D. Easements to Run With the Land: All easements and rights described herein are easements running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having any interest in the Property or Development Site, or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

9. Limited Common Elements - Balconies Decks and Patios:

All balconies, decks and patios, if any, shall be a part of the Limited Common Elements and so indicated on the Plat attached

hereto as Exhibit B and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that balcony, deck and patio, or those balconies, decks and patios, if any, direct access to which is provided from his respective Unit and which is or are located outside of or adjoining his respective Unit. Each Unit Owner shall be responsible for repair, maintenance and appearance of the patios, decks and balconies, the exclusive use and possession whereof is extended hereby at his own expense, including without limitation, responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint or otherwise decorate or adorn or change the appearance of any such balcony, deck or patio, in any manner contrary to such rules and regulations as may be established by the Association. In the event any such balcony, deck or patio shall be appurtenant to more than one Unit, then all rights and obligations of the Owners of each such Unit with respect to the use, maintenance and repair of such balcony, deck or patio shall be joint, common, undivided and indivisible, and shall not be subject to partition through judicial proceedings or otherwise.

10. Parking: Any outside area allocated to parking purposes shall be part of the Common Elements and not part of any individual Unit; provided, however, the Developer hereby reserves the right, until sale and conveyance of all Unit Ownerships in the Development Site, to sell and grant to any Unit Owner, and to no other person, the temporary or perpetual, exclusive and

R89-18990

assignable use of a designated parking space. The Developer shall, in the event of exercise of such reserved right, give the Board notice thereof and the name of the Unit Owner to whom the Developer has granted the exclusive use, which notice shall be conclusive upon the Board and all Unit Owners as to the rights of the Unit Owner designated in such notice. Subject to the foregoing, the Board may determine to grant exclusive use and possession to designated parking stalls in any portion of the Property allocated to parking purposes to Unit Owners, and the Board may in any event prescribe such rules and regulations with respect to such parking as the Board may deem fit and may, in addition, operate any parking itself or lease any parking for operation by others upon such terms as it may deem fit. Such exclusive use and possession given a Unit Owner or Owners shall be subject to such rules and regulations as the Board may deem fit, including the requirement that such exclusive use and possession encompass the obligation to clean and maintain that portion of the Common Elements.

11. Garages: Notwithstanding any other provision herein to the contrary, each attached garage forming a part of any Unit shall be deemed to be part of the Unit and shall not be deemed part of the Common Elements.

12. Separate Mortgages of Units: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to

R89-18990

mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements as aforesaid.

13. Separate Real Estate Taxes: It is intended and 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 taxes on the property as a whole, then such Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

14. Utilities: Each Unit Owner shall pay for his own telephone, electricity, gas and other utilities which are separately metered or billed to each Unit by the respective utility companies. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

ARTICLE VI

INSURANCE

a) The Board shall have the authority to and responsibility for obtaining insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable. Such insurance on the Property, including the Units and the Common Elements, against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief

R39-18930

endorsements shall be in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies, but in any event in an amount not less than 100% of the full insurable replacement cost thereof. The "full insurable replacement cost" of the Property shall be determined by an "agreed amount" of insurance with the insurance carrier and such "agreed amount" shall be updated not less frequently than once in any twelve month period. The Board shall have the authority to obtain an appraisal by a nationally recognized appraisal company but shall be under no obligation to do so. The costs of any and all such appraisals 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 a common expense. In the event of any loss in excess of \$50,000.00 in the aggregate, the Board shall engage a corporate trustee as

R89-18990

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 contrary therein contained, at all times be subject to the provisions of 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 take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

R89-18390

b) The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and the deaths of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner, the Association, its Officers, members of the Board, the Declarant, the manager and managing agent of the Condominium, if any, and their respective employees and agents, from liability in connection with the ownership, existence, use or management of 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.

c) Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, the additions, alterations and improvements thereto, the furnishings and personal property therein, 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. If a Unit Owner suffers an insured loss on a Unit that has been altered or improved, the Board shall have no obligations to apply any insurance proceeds to the restoration of the damaged Unit in excess of that to which the Unit Owner would be entitled based upon the original builder's plans and specifications, subject to applicable building code and model changes, and not including appliances or personal property had he not made the alterations or improvements.

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

ARTICLE VII

MAINTENANCE AND REPAIRS

1. Units: a) Each Unit Owner shall furnish, and be responsible for all maintenance, repairs and replacements within his own Unit, and all windows and doors of his own Unit. Each Unit Owner shall also furnish and be responsible for the maintenance, repair and replacement of all internal installations of the Unit such as refrigerators, ranges and other kitchen

appliances, lighting fixtures and other electrical fixtures and appliances, heating, plumbing and air conditioning fixtures and installations (including but not limited to condensers, lines, couplings, etc., which may be located outside of the Unit boundaries), and that portion of any other utility outlet or service facility located within the Unit boundaries as heretofore described. The Association may, however, provide by rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Building personnel as a Common Expense.

b) All exterior lighting is for the benefit of all Unit Owners and shall be in accordance with the rules and regulations of the Association. Exterior lighting on Units and on garages attached to Units shall be connected to the electric line of the Unit Owner and be at the expense of the Unit Owner. Exterior lighting serving each individual Unit shall be controlled by an electric light sensor without manual controls.

c) Each Unit Owner shall also furnish, and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings and interior surfaces of the perimeter walls, floors and ceilings, and shall maintain such interior surfaces in good condition at his sole expense subject to the rules and regulations of the Association. The interior and exterior surfaces of all windows

forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each Unit Owner. The use and covering of the interior surfaces of such windows, whether by draperies, shades or other items visible to the exterior of the Building shall be subject to the rules and regulations of the Association. Any redecorating of a Unit made necessary by any damage caused by maintenance, repair or replacement work on the Common Elements by the Association shall be furnished by the Association as part of the Common Expense.

d) Service, maintenance, repair and replacement of interior and exterior screens shall be at the expense of the Unit Owner.

e) Maintenance, repairs, decoration and replacements to the Units shall be subject to the rules and regulations of the Association.

f) Certain Units are equipped with sump pumps which are for the removal of exterior ground water only and may, in combination with another sump pump, serve another Unit. Service, maintenance, repair and replacement of these specific sump pumps shall be the responsibility of the Association. The electric current for the operation of the sump pump will be billed to the Unit in which the sump pump is located, even though there is more than one home serviced by the pump. In Units equipped with individual sump pumps which service only one Unit, the pumps shall be serviced, maintained, repaired and replaced at the expense of the Owner of the Unit serviced by the pump.

R89-18990

2. Common Elements: a) Maintenance, repairs, decoration and replacements of the Common Elements, (except as set forth in Section 9 of Article V) or of the systems for the bringing of water, electricity or other utilities to the Unit, shall be furnished by the Association as part of the Common Expenses. If, due to the negligent act of, or omission of, a Unit Owner, or a member of his family, guests, household help or household pet, damage shall be caused to the Common Elements or to a Unit owned by others, then to the extent that the cost of repairing such damage is not covered by any of the policies of insurance carried by the Board pursuant to Article VI hereof, such Unit Owner shall pay for such damage.

b) The authorized representatives of the Association shall be entitled to such reasonable access to the individual Units as may be required in connection with inspection, maintenance, repairs, decorations or replacements of or to the Common Elements, or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

c) Maintenance, repairs, decoration and replacement of or to the Common Elements shall be subject to the rules and regulations of the Association.

ARTICLE VIII

CONDEMNATION

In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Board. The Board shall arrange for the repair and restoration of such Common Elements, and shall

R89-18330

disburse the net proceeds of such award (after payment of the actual costs, fees and expenses, if any, incurred in connection with the recovery of such award) to the contractors engaged in such repair and restoration in appropriate progress payments. In the event any portion of the net proceeds of such award shall remain after completing the repair and restoration of such Common Elements or in the event that seventy-five (75%) percent or more of the Unit Owners elect not to repair and restore such Common Elements, the Board shall pay to each Unit Owner and the holder of the mortgage on his Unit, as their respective interests may appear, such Unit Owner's proportionate share of said balance of net proceeds, as the case may be, determined in accordance with such Unit Owner's ownership interest in the Common Elements.

**DAMAGE OR DESTRUCTION AND
RESTORATION OF BUILDING**

ARTICLE IX

A. Sufficient Insurance: In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken

and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within thirty (30) days after said damage or destruction shall occur, the Unit Owners elect either to sell the Property as hereinafter provided in Article XI or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken.

B. Insufficient Insurance: In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred eighty (180) days after said damage or destruction shall occur, then the provisions of the Act in such event shall apply.

C. Substantial Restoration: Repair, restoration or reconstruction of the improvements, as used in this Article, mean restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical horizontal boundaries as before based upon the original builder's plans and specifications, subject to applicable building code and model changes and not including appliances or personal property.

ARTICLE XSALE OF THE PROPERTY

R89-18990

The Unit Owners, by affirmative vote of at least seventy-five (75%) percent of the total vote, at a meeting duly called for such purchase, may elect to sell the Property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, and the two so selected shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE XIREMEDIES ON DEFAULT

In the event of any default by any Unit Owner under the provisions of the Act, this Declaration, By-Laws or rules and regulations of the Board, the Board or its agents, shall have each and all of the rights and remedies which may be provided for

R89-18930

in the Act, Declaration, By-Laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the eviction of the Unit Owner and the right to take possession of the Unit and to sell the same as hereinafter in this paragraph provided, or as provided by law, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of ten (10%) percent per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of his respective share of the Common Expenses, upon the Unit Ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the property. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be

R89-18330

necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

If any Unit Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the rules and regulations adopted by the Board, and such violations shall not be cured within thirty (30) days after notice in writing from the Board, or shall recur more than once thereafter, then the Board shall have the power to issue to said defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action at law for eviction, or in equity, may be filed by the Board against said defaulting Unit Owner or occupant or (subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of said defaulting Unit Owner, which consent shall not be unreasonably withheld), in the alternative, for a decree declaring the termination of said defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such

notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Unit Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration.

ARTICLE XII

ADMINISTRATION

1. Board of Managers; Association: The direction and overall administration of the property shall be vested in a Board of Managers (hereinbefore and hereinafter sometimes referred to as "Board of Directors" or the "Board") consisting of persons who shall be elected in the manner hereinafter provided. The Board of Managers shall have standing to act in a representative capacity in relation to matters involving the Common Elements or

R89-18990

more than one Unit on behalf of the Unit Owners, as their interests may appear. The Unit Owners, as described in this Declaration and in the By-Laws hereinafter set forth, acting collectively through the Board shall be known as THE GOLF VILLAS OF WHITE EAGLE CLUB CONDOMINIUM HOMEOWNERS ASSOCIATION, an incorporated association, (hereinafter and hereinafter called the "Association"). Notwithstanding any other provision herein contained to the contrary, all duties, functions and obligations herein imposed upon the Board are so imposed with the expressed understanding that the Board is the governing body and agent of the Unit Owners and the Association. Except as provided in Article XIV, Paragraph 14, each member of the Board shall be one of the Unit Owners, 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 director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board, so long as the Director resides on the Property.

2. Membership: Upon the formation of such Association, every Unit Owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his Unit Ownership, at which time the new Unit Owner shall automatically become a member therein. Each Unit Owner agrees to be bound by and observe the terms and provisions of the Associa-

R89-18990

more than one Unit on behalf of the Unit Owners, as their interests may appear. The Unit Owners, as described in this Declaration and in the By-Laws hereinafter set forth, acting collectively through the Board shall be known as THE GOLF VILLAS OF WHITE EAGLE CLUB CONDOMINIUM HOMEOWNERS ASSOCIATION, an incorporated association, (hereinafter and hereinafter called the "Association"). Notwithstanding any other provision herein contained to the contrary, all duties, functions and obligations herein imposed upon the Board are so imposed with the expressed understanding that the Board is the governing body and agent of the Unit Owners and the Association. Except as provided in Article XIV, Paragraph 14, each member of the Board shall be one of the Unit Owners, 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 director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board, so long as the Director resides on the Property.

2. Membership: Upon the formation of such Association, every Unit Owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his Unit Ownership, at which time the new Unit Owner shall automatically become a member therein. Each Unit Owner agrees to be bound by and observe the terms and provisions of the Associa-

tion's Charter, its By-Laws, and the rules and regulations promulgated from time to time by said Association, its Board of Directors and Officers.

The By-Laws of the Association shall be the By-Laws appended hereto as Exhibit D, and made a part hereof. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the benefit of the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The aggregate number of votes for the Association shall be one hundred (100), which shall be divided among the respective Unit Owners in accordance with their respective percentage of ownership interest in the Common Elements as set forth in Exhibit C hereto as amended from time to time.

3. Management: Notwithstanding any other provision herein, the Board of Directors of the Association may engage the services of an agent to manage the Development Site to the extent deemed advisable by the Board of Directors of the Association, provided, however, that it is expressly understood and agreed that the Trustee or the beneficiaries of the Trustee expressly reserve the right to designate an initial managing agent or agents for a period not to exceed two (2) years from the date of recording or registration of the Declaration of Condominium recorded on property within the Development Site. The rights of the Board to designate a different managing agent shall be in all

R89-18990

respects subject to any and all contractual rights resulting from such initial designation of managing agent by the beneficiaries of the Trustee.

ARTICLE XIIIGENERAL CONDITIONS

1. Board's Determination Binding: In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question or interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all of the Unit Owners.

2. Notice to Mortgage Lenders: Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed. Upon receipt by the Association of written request from the mortgagee of any Unit revealing the mortgagee's interest in such Unit, and requesting notice of any condemnation or casualty loss which affects either a material portion of the project or the unit securing its mortgage; delinquency in excess of sixty (60) days in the payment of assessments or charges owed by the owner of any unit on which it holds a mortgage; a lapse, cancellation or material modification of the Association's insurance; or proposed actions that require the consent of specified percentages of Unit Owners, the Associa-

R89-18930

tion will provide notice thereof in a timely manner to said mortgagee. An audited financial statement will also be provided upon written request from said mortgagee.

3. Amendment: The provisions of this Declaration except for Sections 3, 4 and 14 of Article XIV and all of Article XV may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Unit Owners having at least seventy-five (75%) percent of the total vote and certified by the Secretary of the Board; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission and an affidavit by said Secretary certifying to such mailing attached as a part of such instrument, but as to Paragraph 5 of Article VI the written consent of all lien holders must be first obtained. However, prior to the sale of all of the Units in the Development Site, the Trustee and the Developer reserve the right to authorize such amendments as are not materially detrimental to the Unit Owners. Trustee and Developer reserve the right, prior to the date the initial Unit Owners meeting must be held, to bring the Declaration into compliance with the legal requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the United States Veterans Administration or their respective successors and assigns.

R89-18330

Notwithstanding the provisions of the foregoing paragraph, of the Act, or this Declaration, or the By-Laws, requiring the consent or agreement of a specified percent of Unit Owners, or of lien holders for any action specified in the Act or in this Declaration, any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by said percent of the Unit Owners or Lien holders.

The change, modification or rescission, whether accomplished under either of the provisions of the preceding two paragraphs, shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of the County wherein the Property is situated, or, if required, upon filing in the office of the Registrar of Titles of DuPage County, Illinois, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Condominium Property Act of the State of Illinois.

4. Developer's Rights: During construction and prior to the sale of the last Unit in this Condominium, the Developer, and beneficiaries of Developer and their agents, employees, contractors and subcontractors retain the right and authority to enter upon and use any portion of the Common Elements which may be or become a part of the Development Site to advertise, display, show, exhibit, entertain, occupy office space and show prospective condominium buyers the entire Development Site; and to maintain advertising signs, banners, lighting and model units

in connection therewith, together with the right of ingress and egress therefor. This right shall be exercisable without the consent of the Unit Owners or the Association.

5. White Eagle Club Property Owners Association: All Unit Owners are members of the White Eagle Club Property Owners Association and subject to the Declaration of Covenants and Restrictions for the White Eagle Club Property Owners Association as set forth in EXHIBIT F hereto. A monthly assessment is to be paid to that association in addition to the monthly assessment to be paid to The Golf Villas of White Eagle Club Condominium Homeowners Association.

6. Notices: Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Board, or any Unit Owner, as the case may be, at his usual address on the Property (indicating thereon the number of the respective Unit or apartment if addressed to a Unit Owner), or at such other address as hereinafter provided. The Board may designate a different address for notices to it by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the delivery thereof.

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

8. Perpetuities and Other Rules Of Property: If any of the options, privileges, covenants or rights created by this Declaration or By-Laws would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Governor of the State of Illinois and the incumbent President of the United States, in office as of the date of this Declaration.

9. Rights and Obligations: Each grantee of the Trustee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land,

and shall bind any Person having at any time any interest or estate in said land, and shall inure to the benefit of any such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance and/or in any mortgage or trust deed or any other evidence of obligation, to the rights described in this Paragraph or described in any other part of this Declaration or the By-Laws shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

10. Non-Waiver of Covenants: No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

11. Waiver of Damages: Neither the Trustee, nor its beneficiaries, nor their respective representatives or designees, nor the Developer, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the Trustee's (or its beneficiary's or their respective representative's or designee's) capacity as Developer, contractor, Owner, manager or seller of the Property, whether or not such claim (a) shall be asserted by

any Owner, occupant, the Board, the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise out of a contract, either expressed or implied. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or failure to act of any owner, occupant, the Board, the Association and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or the disrepair of, any utility services (heat, air-conditioning, electricity, gas water, sewage, etc.)

12. Interpretation of Declaration: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium development.

13. Ownership by Trust: In the event title to any Unit Ownership is conveyed to a land title holding trust under the terms of which all powers of management, operation and control of the trust property remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the

performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such Unit Ownership. No liability shall be asserted against any such title holding trustee personally for payment of any claim, lien or obligation or for the performance of any agreement, covenant or undertaking hereby created, and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part thereon, but the amount thereof shall continue to be a charge or lien upon the Unit Ownership, notwithstanding any changes in the beneficial interest of any such trust or transfers of title to such Unit Ownership.

14. Liability of Board Members: 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 other acts or omissions of any nature whatsoever as such members or officers, except for any acts and omissions found by a court to constitute wilful misconduct in the performance of duty. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners or the Association. 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, of the Association or for the Board of the Association.

R29-18930

15. Developer's Initial Rights: Until election of the initial Board of Managers by the Unit Owners, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board of Managers by the Act and in this Declaration and the By-Laws of THE GOLF VILLAS OF WHITE EAGLE CLUB CONDOMINIUM HOMEOWNERS ASSOCIATION shall be held and performed by the Developer. The election of the initial Board of Managers by the Unit Owners shall be held not later than sixty (60) days after the conveyance by the Developer of seventy-five (75%) percent of the Units or three (3) years after the recording of the Declaration, whichever is earlier. Upon the election of the initial Board of Managers, the Developer will disclose and deliver to the Board such documents and information as may be required by the Act.

16. Unsold Units: It is specifically understood that as to completed, unsold Units on the Development Site, the Developer, shall be responsible for any operating deficit arising therefrom and may pay the proportionate share of any such assessments or expenses allocated to such completed, unsold Units, or at the option of the Developer, pay a sum equal to the amount of the operating deficit, on a month to month basis, so long as there are any completed, unsold Units. A Unit shall be considered completed upon issuance of a certificate of occupancy by the City of Aurora.

R89-18330

ARTICLE XIVADD ON CONDOMINIUM

1. Additional Land: The Trustee and Developer hereby reserve the right and option at any time and from time to time, within a period of ten (10) years after the date of the recording of this Declaration in the office of the DuPage County, Illinois Recorder, to add on and annex to the Property, all or any portion of the Additional Land, and in connection therewith to reallocate percentage interests in the Common Elements as hereinafter described, by recording an amendment or amendments to this Declaration executed solely by the Trustee (each such instrument being hereinafter referred to as "Amendment to Condominium Declaration") which shall set forth the legal description of the additional parcel or parcels within the Additional Land to be annexed to the Property and which shall otherwise be in compliance with the requirements of the Act. Upon the recording of each such Amendment to Condominium Declaration, the additional parcel or parcels therein described shall be deemed submitted to the Act and governed in all respects by the provisions of the Condominium Instruments and shall thereupon become part of the Property. No portion or portions of the Additional Land shall be subject to any of the provisions of the Condominium Instruments unless and until an Amendment to Condominium Declaration is recorded annexing such portion or portions to the Property as aforesaid. The Unit Owners shall have no rights whatsoever in or to any portion of the Additional Land, unless and until an Amendment to Condominium Declaration is recorded annexing such

R89-18390

portion to the Property as aforesaid. Upon the expiration of said ten-year period, no portions of the Additional Land which have not theretofore been made part of or annexed to the Property shall thereafter be annexed to the Property. No portions of the Additional Land must be added to the Property. Portions of the Additional Land may be added to the Property at different times within such ten-year period. Except as may be required by applicable laws and ordinances, there shall be no limitations (i) on the order in which portions of the Additional Land may be added to the parcel, (ii) fixing the boundaries of these portions, or (iii) on the location of improvements which may be made on the Additional Land. Structures, improvements, buildings and units to be constructed on portions of the Additional Land which are added to the Property need not (except to the extent required by applicable laws and ordinances) be compatible with the configuration of the Property in relation to density, use, construction and architectural style. Subject to any limitation imposed by applicable laws and ordinances, the maximum number of Units which may be created on the Additional Land shall be One Hundred (100) Units. In all cases in which the Developer or Trustee exercises the option to add part of the Additional Land to the Property, the contracts for the construction of improvements and delivery of such part of the Additional Land shall contain a date for the completion of improvements to be constructed and delivery of such part of the Additional Land.

2. Amendments to Condominium Declaration: Each Amendment

R89-18390

to Condominium Declaration shall include:

A. An amendment to the legal description attached as EXHIBIT A to the Declaration which shall add to the legal description of the Parcel that portion or portions of the Additional Land annexed to the Property;

B. An amendment to the Plat attached as EXHIBIT B to the Declaration which shall show the boundaries of the portion or portions of the Additional Land annexed to the Parcel, and delineating and describing the Units constructed or to be constructed on the portions of the annexed Additional Land;

C. An amendment to EXHIBIT C attached hereto which shall set forth the amended percentages of ownership interest in the Common Elements, including the Common Elements attributable to those portions of the Additional Land annexed to the Property, allocable to each Unit, including all existing Units and additional Units added by such Amendment to Condominium Declaration; and

D. An amendment to EXHIBIT E attached hereto which shall subtract from the legal description of the Additional Land those portions of the Additional Land annexed to the Property by such amendment to Condominium Declaration.

3. Determination of Amendments to Percentages of

Ownership Interest in Common Elements: The percentages of ownership interest in the Common Elements allocable to each Unit, as amended by each Amendment to Condominium Declaration, shall be determined as follows:

A. The Common Elements, as amended by such Amendment to Condominium Declaration, shall be deemed to consist of the Common Elements as existing immediately prior to the recording of such Amendment to Condominium Declaration (the "Existing Common Elements") and the Common Elements added by such Amendment to Condominium Declaration (the "Added Common Elements");

B. The Units, as amended by such Amendment to Condominium Declaration, shall be deemed to consist of the Units as existing immediately prior to the recording of such Amendment to Condominium Declaration

R89-18390

(the "Existing Units") and the Units added by such Amendment to Condominium Declaration (the "Added Units");

C. The value of each of the Added Units (which value shall be determined by Developer) shall be added to the value of each of the Existing Units (which value shall be determined by Developer) and the total of all of such values shall be deemed to be the new value of the Units as a whole. Each of such values shall be determined by Developer as of the date of recording each Amendment to Condominium Declaration and each of such values determined by Developer shall be unconditionally binding and conclusive for all purposes notwithstanding the sale price of any Unit or Units;

D. The percentage of ownership interest in the entire Common Elements (both the Existing Common Elements and the Added Common Elements) to be allocated to each of the Units (both the Existing Units and the Added Units) shall be computed by dividing the value of such Unit (as determined by Developer as described in the preceding Subparagraph C) by the value of the Units as a whole (as determined by Developer as described in the preceding Subparagraph C);

E. The Existing Units shall be entitled to their respective percentages of ownership interest in the Common Elements, as set forth in such Amendment to Condominium Declaration, in the Added Common Elements and in the Existing Common Elements;

F. The Added Units shall be entitled to their respective percentages of ownership interest in the Common Elements, as set forth in such Amendment to Condominium Declaration, in the Added Common Elements and in the Existing Common Elements;

G. All of the provisions of the Condominium Instruments, as amended by each successive Amendment to Condominium Declaration, shall be deemed to apply to all of the Units (both the Added Units and the Existing Units) and to all of the Common Elements (both the Added Common Elements and the Existing Common Elements); and

H. The recording of an Amendment to Condominium Declaration shall not alter or affect the amount of any lien for Common expenses due from the Unit Owner of any Existing Units prior to such recording, nor the

R89-18990

respective amounts theretofore assessed to or due from Unit Owners of Existing Units for Common Expenses or other assessments.

4. Existing Mortgages: Upon recording of each Amendment to Condominium Declaration, the lien of each mortgage encumbering an Existing Unit, together with its appurtenant percentage of ownership interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended to encumber such Unit and the respective percentage of ownership interest in the Common Elements for such Existing Unit as set forth in such Amendment to Condominium Declaration, and the lien of such mortgage shall automatically attach to such percentage interest in the Added Common Elements.

5. Binding Effect: Each Unit Owner and each mortgagee, grantee, heir, administrator, executor, legal representative, successor and assign of such Unit Owner, by such person's or entity's acceptance of any deed or mortgage or other interest in or with respect to any Unit Ownership, shall be deemed to have expressly agreed and consented to (i) each and all of the provisions of this Article XV, (ii) the recording of each Amendment to Condominium Declaration which may amend and adjust such person's or entity's respective percentage of ownership interest in the Common Elements including the Existing Common Elements and the Added Common Elements from time to time as provided in this Article XV, and (iii) all of the provisions of each Amendment to Condominium Declaration which may hereafter be recorded in accordance with the provisions of this Article XV.

R89-18930

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

A. The percentage of ownership interest in the Common Elements appurtenant to such Unit shall automatically be deemed reconveyed effective upon the recording of each Amendment to Condominium Declaration and reallocated among the respective Unit Owners in accordance with the amended and adjusted percentages set forth in each such Amendment to Condominium Declaration;

B. Such deed, mortgage or other instrument shall be deemed given upon a conditional limitation to the effect that the percentage of ownership interest in the Common Elements appurtenant to such Unit shall be deemed divested pro tanto upon the recording of each such Amendment to Condominium Declaration and revested and reallocated among the respective Unit Owners in accordance with the amended and adjusted percentages set forth in each such Amendment to Condominium Declaration;

C. To the extent required for the purposes of so amending and adjusting such percentages of ownership interest in the Common Elements as aforesaid, a right of revocation shall be deemed reserved by the Grantor of such deed, mortgage or other instrument with respect to such percentage of ownership interest in the Common Elements granted therein;

D. Such adjustments in the percentages of ownership interest in the Common Elements, as set forth in each such Amendment to Condominium Declaration, shall be deemed to be made by agreement of all Unit Owners and other Persons having any interest in the Property, and shall also be deemed to be an agreement of all Unit Owners and such other Persons to such changes within the contemplation of the Act; and

E. Each Unit Owner by acceptance of the deed conveying his Unit Ownership agrees for himself and all those claiming under him, including mortgagees, that

R89-18390

the Condominium Instruments and each Amendment to Condominium Declaration is and shall be deemed to be in accordance with the Act.

ARTICLE XV TRUSTEE SIGNATOR TO THIS DECLARATION

This Declaration is executed by LA SALLE NATIONAL BANK, as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that LA SALLE NATIONAL BANK, as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title holding interest and the trust estate under said Trust Number to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by LA SALLE NATIONAL BANK, as Trustee, as aforesaid, to be kept or performed, are intended to be kept or performed and discharged by the beneficiaries under said Trust No. 112550, or their successors, and not by LA SALLE NATIONAL BANK personally; and further, that no duty shall rest upon LA SALLE NATIONAL BANK, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied arising under the terms of this Declaration, except where said Trustee is acting pursuant to

IN WITNESS WHEREOF, the said LA SALLE NATIONAL BANK, 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 Assistant Vice President
and attested by its Assistant Secretary, this 17th day of
February, A.D. 1989.

By: Vice President

I, Evelyn F Moore, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek, Assistant Vice President of LA SALLE NATIONAL BANK, and Rita Slimm Walter, Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth, and the said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank, did affix the

R89-18390

said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of February A.D., 1981.

Evelyn F. Moore
Notary Public

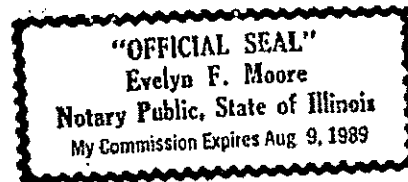


EXHIBIT A TO DECLARATION FOR CONDOMINIUM OWNERSHIP
FOR
THE GOLF VILLAS OF WHITE EAGLE CLUB CONDOMINIUM

R09-18000

THAT PART OF LOT 1 IN WHITE EAGLE CLUB UNIT 8, BEING A SUBDIVISION IN PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH $8^{\circ}-21'-16''$ WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 229.45 FEET; THENCE NORTH $84^{\circ}-38'-44''$ EAST, 117.43 FEET; THENCE NORTH $21^{\circ}-08'-44''$ EAST, 77.71 FEET, TO A POINT ON A NON TANGENT CURVE; THENCE SOUTHEASTERLY, ALONG A CURVE WHOSE CENTER LIES NORTHEASTERLY AND HAS A RADIUS OF 45.59 FEET, 15.21 FEET, ARC, (CHORD BEARING SOUTH $61^{\circ}-03'-44''$ EAST, 15.14 FEET, CHORD); THENCE SOUTH $21^{\circ}-08'-44''$ WEST, 56.10 FEET; THENCE SOUTH $5^{\circ}-21'-16''$ EAST, 143.31 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH $49^{\circ}-51'-48''$ WEST, ALONG THE SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 169.94 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, AND CONTAINING 0.6055 ACRES.

TOGETHER WITH

THAT PART OF LOT 1 IN WHITE EAGLE CLUB UNIT 8, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH $49^{\circ}-51'-48''$ EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 296.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH $29^{\circ}-00'-00''$ WEST, 91.47 FEET; THENCE NORTH $40^{\circ}-08'-12''$ WEST, 40.54 FEET, TO A POINT ON CURVE; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE WHOSE CENTER LIES NORTHERLY AND HAS A RADIUS OF 45.59 FEET, AN ARC DISTANCE OF 40.58 FEET, (CHORD BEARING NORTH $58^{\circ}-54'-00''$ EAST, 39.25 FEET CHORD), TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE WHOSE CENTER LIES SOUTHEASTERLY AND HAS A RADIUS OF 525.60 FEET, AN ARC DISTANCE OF 91.52 FEET (CHORD BEARING NORTH $38^{\circ}-20'-12''$ EAST, 91.41 FEET CHORD); THENCE SOUTH $40^{\circ}-08'-12''$ EAST, 142.39 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH $49^{\circ}-51'-48''$ WEST, 146.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, AND CONTAINING 0.4055 ACRES.

NOT LEGIBLE
AT TIME OF FILMING

R89-18990

EXHIBIT C TO DECLARATION FOR CONDOMINIUM OWNERSHIP
FOR
THE GOLF VILLAS OF WHITE EAGLE CLUB CONDOMINIUM
SCHEDULE OF PERCENTAGE OF OWNERSHIP INTEREST

<u>UNIT #</u>	<u>PERCENTAGE OF OWNERSHIP</u>
50	14.32734
51	10.98318
52	10.36212
53	14.32734
42	14.32734
43	10.98318
44	10.36212
45	<u>14.32738</u>
TOTAL	100.00

WHEREAS, an affidavit signed by the Secretary of the Association is attached as Exhibit C certifying that the Amendment was mailed to all Unit Owners of record.

NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended as follows:

1. Section 8 of Article VIII of the Declaration presently reads as follows:

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

2. Section 8 of Article VIII of the Declaration is hereby deleted in its entirety and replaced with the following:

8. LEASING OF A UNIT:

(a) Effective with the recording of this Amendment, purchasers of Units after the date of recording of this Amendment may not rent out their Units until they have lived in their Units for a period of one year.

(b) Any Unit Owner who has submitted a current lease to the Board prior to the effective date of this Amendment, may continue to lease that Unit for as long as they own that Unit. Once the Unit is sold, conveyed or transferred, the Unit Owner must then comply with the terms of this Amendment.

(c) All Unit Owners shall notify the Board prior to the lease of their Unit. In the event that a Unit has been leased prior to the effective date of this amendment, and such lease is still in effect at that date, the Unit Owner shall advise the Board that the Unit is currently being leased.

(d) All Unit Owners of record as of the date of recording of this Amendment shall be permitted to rent out their Unit, so long as they comply with § 8(a) above.

(e) Occupancy of a Unit by a blood relative(s) of a Unit Owner without the Unit Owner being a resident, shall not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been

executed between the parties. A blood relative is defined as a grandparent, parent, child (natural or adopted), grandchild or sibling of a Unit Owner.

(f) Any Unit Owner may apply for a one year hardship waiver of enforceability of this policy. The Unit Owner must submit a request, in writing, to the Board of Directors requesting a hardship waiver, setting forth all the reasons why they are entitled to same. The Board may grant a hardship waiver for one year. Failure to abide by all rules and regulations of the Association may result in revocation of hardship status.

(g) The effective date of this Amendment shall be deemed to be the date of recording with the office of the Recorder of Deeds of DuPage County.

(h) Any Unit being leased out in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(i) In addition to the authority to levy fines against the Unit Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

(j) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(k) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(l) Except for the holder of a first mortgage in possession of a Unit following a default under the mortgage or in connection with foreclosure proceedings by such first mortgagee, no Unit Owner may lease his Unit for transient or hotel purposes or for a term of less than one (1) year.

(m) This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.