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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR

THE 3500 CLUB TOWNHOMES

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE 3500 CLUB TOWNHOMES is made this 30th day of March, 2000 by THE 3500 CLUB, L.L.C., an Illinois limited liability company ("Declarant"), as owner of the real property located in Chicago, Illinois and described in this Declaration.

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Cook County Recorder 139.00



WITNESSETH:

WHEREAS, Declarant is the record owner of the real property subject to this Declaration (the "Property") which is legally described in Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, Declarant desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth for the benefit of each present and future owner thereof during the term of this Declaration; and

WHEREAS, the Property is being developed as a residential townhouse development, and this Declaration is for the benefit of the Property and for any and all subsequent owners thereof, and shall inure to the benefit of and pass with the Property and each portion thereof, and shall apply to and bind the successors in interest, and any owner thereof.

NOW, THEREFORE, the parties hereto hereby declare that the Property is and shall be held, transferred, sold and occupied subject to the covenants and restrictions hereinafter set forth

This document prepared by and after recording please mail to:

Bradley D. Kaplan, Esq.
Masuda, Funai, Eifert & Mitchell, Ltd.
One East Wacker Drive, Suite 3200
Chicago, Illinois 60601

Property Addresses: 3500-3524 West Belmont Avenue
3460-3466 West Belmont Avenue
3209 North Drake Avenue, Units A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q
Chicago, Illinois 60618

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ARTICLE ONE

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.01 Architectural Control Committee. A committee of not fewer than three (3) nor more than twelve (12) Owners formed for the purposes hereinafter set forth in Article Seven.

1.02 Association. The 3500 Club Townhomes Homeowners Association, an Illinois not-for-profit corporation, and its successors and assigns.

1.03 Board. The Board of Directors of the Association, as constituted at any time or from time to time, in accordance with the applicable provisions hereof.

1.04 By-Laws. The By-Laws of the Association, as they may be amended from time to time which are contained in Article Five hereof.

1.05 Common Area. That portion of the Property intended to be devoted to the common use and enjoyment of the Owners and other parties described herein, including, without limitation, the Courtyard Area and the Inner Drive.

1.06 Courtyard Area. That portion of the Common Area legally described in Exhibit "B" attached hereto, which shall contain a walkway, easements for ingress and egress, utility easements, and trees and other landscaping.

1.07 Deed. Each deed conveying a Townhouse to an Owner.

1.08 Developer. Dubin Residential Communities Corporation, an Illinois corporation.

1.09 Improvements. The Townhouses constructed on the Property.

1.10 Inner Drive. That portion of the Common Area legally described in Exhibit "B" attached hereto, which shall contain easements for, vehicular and pedestrian, ingress and egress, utility easements and landscaping.

1.11 The 3500 Club Townhomes. The townhouse development constructed on the Property which is subject to this Declaration.

1.12 Occupant. Any person legally entitled to occupy and use any part or portion of a Townhouse.

1.13 Owner or Property Owner. The record owner other than the Developer, whether one or more persons or entities, of a fee simple title in any Townhouse.

1.14 Person. A natural person, firm, corporation, partnership, trustee or any legal entity, public or private.

1.15 Property. The real property situated in the city of Chicago, Illinois and legally described in Exhibit "A" attached hereto.

1.16 Townhouse or Townhome. A residential attached single family unit located on the Property designed and intended for independent residential use and such other uses permitted hereunder. Each Townhouse shall consist of a residential housing unit designed or intended for use as living quarters for a single family as constructed by Developer and the land on which such unit is located.

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ARTICLE TWO

SCOPE OF DECLARATION AND CERTAIN PROPERTY RIGHTS

2.01 Property Subject to Declaration. Trustee, as the owner of fee simple title to the Property, expressly intends to and, by recording this Declaration, does hereby subject and submit the Property to the provisions of this Declaration.

2.02 Conveyances Subject to Declaration. All easements, covenants, conditions, restrictions, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in a Townhouse, and their respective heirs, successors, personal representatives or assigns. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instruments to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, covenants, conditions, restrictions, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

2.03 Developer's Reserved Rights. Notwithstanding any provision herein to the contrary, until such time as Developer is no longer vested with or controls title to a Townhouse in The 3500 Club Townhomes: (i) Developer and its agents shall have the right to place and maintain on the Property model Townhomes, sales offices, advertising signs, parking spaces, and lighting in connection therewith, at such locations and in such forms as Developer may determine, in its discretion, to be used by Developer in connection with the promotion, sale, or lease of the Townhomes or of Improvements constructed or to be constructed on any part of the Property; and (ii) Developer, its agents and contractors, shall have the right to enter upon the Property for the purpose of completing construction of Improvements thereto and in connection therewith may store construction equipment and materials in appropriate areas in Townhomes owned by Developer without payment of any fee or charge whatsoever.

2.04 Separate Mortgages. Each owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his respective Townhouse. No Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting any other part of the Property.

2.05 Separate Real Estate Taxes. Real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or any duly authorized subdivision or agency thereof, are to be separately taxed to each Owner for his Townhouse.

2.06 Exclusion. The Townhomes which are subjected to this Declaration are considered to be **FEE SIMPLE UNITS** and the purpose of this Declaration is limited solely to the matters set forth herein as they relate to easements, party walls and restrictions.

ARTICLE THREE

EASEMENTS

3.01 Easement for Unintentional Encroachments. In the event that, by reason of construction, settlement or shifting any Townhome which is not owned by the Owner of said Townhome so encroaching, or said encroachment occurs upon any portion of the Common Area, or if by reason of the design or construction thereof, any pipes, conduits, ducts or other utility facilities serving more than one Townhome encroach or shall hereinafter encroach upon any part of any Townhome or, if by reason of the design or the construction of any Townhome it shall be necessary or advantageous for any Owner to occupy or use any portion of the Common Area for any reasonable use appurtenant to said Townhome, valid easements for the maintenance of such encroachment and for such use of the Common Area are

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hereby established and shall exist for the benefit of the Owner of the Townhome so encroaching; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Area be created in favor of any owner if such encroachment or use is detrimental to or materially interferes with the reasonable use and enjoyment of the Townhome or Common Area burdened thereby or such encroachment results from the willful conduct of the Owner of the Townhome so encroaching.

3.02 Utility Easements. The City of Chicago, Ameritech, Peoples Gas Light and Coke Company, Commonwealth Edison Company, all other public utilities serving the Property (including any utility company providing cable, microwave or other satellite television service) and their respective successors and assigns are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, sanitary and storm sewers and services, drainage ways and sewages, ducts, wires, street lights and other equipment into and through the Common Area or other areas of the Property designated on the grant of easement made pursuant to this Declaration for the purpose of providing the Townhomes with such utilities.

An easement is hereby reserved for and granted to The Peoples Gas Light and Coke Company, its successors and assigns, to install, construct, operate, maintain, inspect, repair, renew, replace, remove or abandon in place gas mains and service pipes, together with the necessary valves, valve boxes, regulators and other attachments, connections and fixtures for distributing gas to properties within and without the Property, upon, under, across and within all roads, streets, alleys and Common Area within the Property, provided however, that such facilities, equipment and appurtenances, when installed, will not interfere with the movement of traffic upon such roads, streets, alleys or Common Area.

3.03 Access Easements. Each Owner of a Townhome is hereby granted a perpetual non-exclusive easement for pedestrian and vehicular access, ingress and egress over and across the Courtyard Area and the Inner Drive. The easements hereinabove granted in Section 3.02 shall benefit the Owners and other occupants, from time to time, of the Townhomes and their respective guests and invitees. The Association, through its Board, shall have the right to establish, and thereafter amend and modify, rules and regulations in respect to the exercise of the easement rights granted in Section 3.02 by the persons benefitted thereby.

3.04 City of Chicago Easement. A perpetual non-exclusive easement for ingress and egress over the Courtyard Area and the Inner Drive is granted the City, its employees and agents for purposes of providing the Owners and the Property with public services as shall be provided by the City of Chicago from time to time to the Owners.

3.05 Construction Easement. Declarant reserves for itself and each owner an easement and right to overhang and encroach upon, over and on any portion of adjacent Townhomes with a roof, portico, retaining wall or other projection appurtenance or fixture to any building situated on the Property as the same exists on the date of the recording hereof, but not otherwise, together with the right to go upon each such portion of an adjacent Townhome for the purpose of reconstructing, repairing, maintaining, inspecting or replacing such roof, portico, retaining wall or other projection, appurtenance or fixture to any such building. In the event that, by reason of the construction, settlement or shifting of any building as originally constructed or as now existing, any part of a residential unit encroaches or shall hereafter encroach upon any part of or any Townhome, or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits serving more than one Townhome encroach or shall hereafter encroach upon any part of any Townhome, valid easements for the maintenance of such encroachment, are hereby established and shall exist for the benefit of such Townhome, so long as all or any part of the building which such Townhome is located shall remain standing, provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the adjacent Townhomes by the other Owners and if it occurred due to the willful conduct of any Owner.

3.06 General Provisions. All easements described in this Declaration are perpetual non-exclusive easements appurtenant, running with the land. They shall at all times inure to the benefit of and be binding on the Developer, the Owners, the entities referenced herein and the mortgagees from time to time of any Townhome and their respective heirs, administrators, executors, personal representatives, successors and assigns.

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ARTICLE FOUR

USE, OCCUPANCY AND MAINTENANCE OF THE PROPERTY

4.01 Maintenance, Repair and Replacement of Townhouses. Each Owner shall furnish and be responsible, at his own expense, for all of the maintenance, snow and ice removal, repairs and replacements for his Townhouse and shall keep his Townhouse in good condition and repair. This obligation shall include the maintenance, repairs and replacements of all exterior surfaces of a Townhouse, including windows, doors, chimneys, decks and any other Improvements located on the Townhouse owned by an Owner. In the event any Townhouse is damaged or destroyed, the Owner shall replace, repair and/or restore the Townhouse to substantially the same condition and appearance as existed prior to such damage or destruction.

4.02 Party Walls and Shared Facilities. To the extent not inconsistent with the provisions of this Section 4.02, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply to all party walls and other shared facilities such as roofs. The cost of reasonable repair and maintenance of a party wall or shared facility shall be shared by the owners who make use of the party wall or shared facility in proportion to such use. If a party wall or shared facility is destroyed or damaged by fire or other casualty any Owner who has used the party wall or shared facility may restore it, and if the other Owner thereafter makes use of the party wall or shared facility, the other owner shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of the Owner who restores such party wall or shared facility to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions. An Owner who, by his negligent or willful act, causes any party wall to be exposed to the elements, or any roof or ancillary structure to be damaged shall bear the entire cost of repair and restoration and of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this Section 4.02 shall be appurtenant to and run with the Townhouse owned by the Owner entitled to contribution and shall pass to the successors in title of such Owner entitled to such contribution. If either party sharing said party wall shall neglect or refuse to pay his share as aforesaid, the other party may have the party wall repaired or rebuilt and, in addition to any other remedy available to him by law, shall be entitled to have a mechanic's lien on the premises of the party so failing to pay in the amount of such defaulting party's share of the repair or rebuilding cost. Any repairing or rebuilding done hereunder shall be performed timely and in a good and workmanlike manner, and to the extent possible, accomplished without interruption to the normal usages of the Townhomes which share said party wall.

4.03 Roofs. If, in the opinion of the Architectural Control Committee, it becomes necessary to replace the roofs (other than as a result of damage or destruction from a casualty or similar occurrence), then the Association shall be responsible for such replacement. The Association shall, upon an appropriate vote of the Board and membership of the Association, levy such special assessments or allocate capital reserves for the purpose of such roof replacement.

4.04 Architectural Control. From and after the construction by Developer of any Townhouse or other Improvements, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration to the exterior of a Townhouse be made (including, but not limited to, change of color, patios, windows, doors, storm doors and screens), until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer. Notwithstanding the foregoing, no chain link fence of any kind shall be installed, erected or maintained upon the Property. In the event the Developer fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Section 4.04 will be deemed to have been fully complied with. All such plans shall be submitted to the Developer prior to submitting same to the City of Chicago, if applicable.

4.05 Extinguishment of Rights. The rights set forth in Section 4.04 shall vest solely in the Developer until such time as: (i) the Developer voluntarily relinquishes such rights in favor of the Architectural Review Committee; or (ii)

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all Townhouses have been deeded to Owners other than the Developer, whichever event shall first occur. After the Developer no longer has such right, the powers and authority granted in Article Four shall vest in the Architectural Review Committee.

4.06 Residential Use Only. Townhouses shall be used only as a residence and no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Property except as permitted by law; provided, however, that no owner shall be precluded, with respect to his Townhouse from: (i) maintaining a personal professional library; (ii) keeping his personal business records or accounts therein; or (iii) handling his personal business or professional calls or correspondence therefrom.

4.07 Decorating. Each Owner shall furnish and be responsible for, at his own expense, all of the decorating of the exterior (subject to the approvals required by Section 4.04) and interior of his own Townhouse from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating, and shall be responsible for doing all such work in accordance with all applicable codes, laws and regulations.

4.08 No Signs. Owners shall not cause or permit anything to be placed on the outside walls of a Townhouse and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Developer or the Architectural Review Committee, as applicable.

4.09 Pets. No animals of any kind shall be raised, bred, or kept in any Townhouse, except that dogs, cats, or other household pets may be kept in Townhouses; provided, they are not kept, bred or maintained for any commercial purpose and provided such pets shall not be permitted to disturb the peaceful use and enjoyment of other Townhomes by Owners and Occupants in the development.

4.10 Proscribed Activities. No illegal, noxious or offensive activity shall be carried on in any Townhome nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.

4.11 No Unsightly Uses. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Property. The Townhomes shall be kept free and clean of rubbish, debris, and other unsightly material. No temporary building, trailer, garage or building in the course of construction or other temporary structure situated on the Property shall be used, temporarily or permanently, as a residence.

4.12 Operation of Equipment. No owner shall overload the electrical wiring in any Townhome or operate any machines, appliances, accessories or equipment in such manner as to cause an unreasonable disturbance to others.

4.13 Trash. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate, except building materials during the course of construction of any approved structure, on the Property. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property.

4.14 Pipes. No water pipes, sewer pipes or drainage pipes shall be installed or maintained on the Property above the surface of the ground, except hoses and moveable pipes used for irrigation purposes and sump pump discharges.

4.15 Flagpoles. No flagpoles shall be installed upon any portion of any Townhome.

4.16 Recreational Vehicles. No trailers, boats, motor homes or other recreational vehicles shall be placed or parked upon any portion of any Townhouse. No commercial vehicles shall be permitted unless they may be and are parked in the garage of the Townhouse.

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4.17 Advertising by Owner. No sign or other advertising device of any nature shall be placed upon any Townhouse except name and address plates or address plates, none of which shall exceed 120 square inches, without the prior written consent of the Developer or the Architectural Review Committee. The Developer may establish other criteria with respect to form and location of such signs. Notwithstanding the foregoing, the Developer reserves the right to erect such signs, whose size and design shall not be subject to the foregoing restrictions, as it may deem necessary on Townhouses until all Townhouses proposed to be built on the Property are sold by the Developer.

4.18 Drainage. No person shall obstruct, alter or in any way modify the established drainage pattern from on or over a Townhome, nor shall any person obstruct, alter or in any way modify any drainage devices and/or facilities now installed or to be installed by Developer. Developer reserves the right, but not the obligation, to enter upon any Townhouse to correct, as it may deem necessary, any drainage condition.

4.19 Parking Restrictions. No Owner shall permit vehicles to be parked in a manner which blocks or impedes pedestrian traffic along the sidewalk area fronting on Belmont Avenue, Drake Street, the adjoining public alley or the Inner Drive. The Board is hereby granted authority to employ a towing company to remove vehicles violating the foregoing parking restriction at the expense of the Owner of the Townhome violating the parking restriction or the Owner of such vehicle.

4.20 Maintenance, Repair and Replacement of Landscaping. The Association shall furnish and be responsible for all necessary maintenance, repairs and replacements of all landscaping, roadways and sidewalks located on or within any of the Common Areas.

ARTICLE FIVE

ADMINISTRATION

5.01 Association. The Association has been or will be formed as an Illinois not-for-profit corporation under the General Not-For-Profit Corporation Act of the State of Illinois having the name "The 3500 Club Homeowners Association" (or one similar thereto) and shall, to the extent hereafter provided and subject to the limitations hereafter contained, be the governing body of the use, maintenance and repair of the Common Area. The Association shall not be deemed to be conducting a business of any kind, and all funds received by it shall be held and applied by it in trust for the use and benefit of owners in accordance with the provisions of this Declaration.

5.02 Membership. Every Owner of a Townhome shall be a member of the Association and such membership shall automatically terminate when he or she ceases to be an Owner. Membership is appurtenant to and shall not be separated from ownership of a Townhome. Each Owner by acceptance of a deed or other conveyance of a Townhome thereby becomes a member, whether or not this declaration of such membership is made a part of, incorporated by reference or expressed in said deed or conveyance. Continuing membership in the Association shall be compulsory and no owner of any interest in a Townhome shall have any right or power to disclaim, terminate, or withdraw from his or her membership in the Association or any of the obligations as such member, any such purported disclaimer, termination or withdrawal being null and void. There shall be one person with respect to every Townhome who shall be entitled to vote at any meeting of the Members. Such person shall be known as a "voting member." Such voting member may be the Owner or one of the group comprising Owner of a Townhome or may be some person designated by such Owner to act as proxy on his or her 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 notice to the Board by the Owner.

5.03 Voting Rights. The Association shall have two classes of voting members:

Class A: Class A voting members shall be all Owners with the exception of the Developer and each Class A voting member shall be entitled to one vote for each Townhome owned by him or her;

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Class B: The Class B voting member shall be the Developer who shall at any given time be entitled to three (3) times the number of votes to which the Class A voting members shall be entitled at such time. The Developer shall cease to be a Class B voting member and shall become a Class A voting member upon the first to occur of any of the following dates:

- (a) The date upon which the Developer shall have sold and conveyed title to ninety (90%) percent of the total number of the Townhomes within the Property, or
- (b) The date upon which the Developer elects to convert its Class B membership to Class A membership by written notice of such election to the Association.

5.04 Qualifications of Board. For a period commencing on the date this Declaration is executed and ending upon the qualification of the Board elected at the initial meeting of voting members, the Developer shall have the right to designate and select the persons who shall serve as members of the Board or elect to exercise itself the powers of the Board as provided herein. Except for directors so designated by Developer, each member of the Board shall be one of the Owners and shall reside in a Townhouse; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person, then any designated agent of such corporation, trust, partnership or other legal entity shall be eligible to serve as a member of the Board, so long as any such agent (other than a person designated by Developer) resides in a Townhouse.

5.05 Election of the Board. The initial Board designated by the Developer shall consist of three directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date the Association is formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Illinois and ending upon the qualification of the Board elected at the initial meeting of voting members held as provided in Section 5.06 hereof. At the initial meeting held as provided in Section 5.06 hereof, the voting members shall elect five (5) Board members who shall serve until the first annual meeting. In all elections for members of the Board, each voting member shall be entitled to vote on a non-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 except as otherwise provided herein. Each voting member shall be entitled to cast the number of votes equal to the positions on the Board being filled by such election. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting of the voting members, five (5) Board members shall be elected. The election as between candidates receiving the same number of votes shall be determined by lot. All Board members shall serve in office for a term of one (1) year and may be re-elected to office upon the expiration of their terms. The Board shall act by majority vote of those present at its meeting when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. Four (4) members of the Board shall constitute a quorum.

5.06 Meetings of Voting Members.

(a) Meetings of voting members shall be held at such places and times as shall be designated in any notice of a meeting by the Board. 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. In the event that a quorum is not present at any meeting of the voting members, another meeting may be called by notice from the Board and the required quorum at such subsequent meeting shall be one-half (½) of the required quorum of the preceding meeting; provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(b) The initial meeting of voting members shall be held upon not less than twenty (20) days written notice from the Developer. Such notice must be given no later than thirty (30) days after the sale and conveyance of title to ninety (90%) percent of the total number of Townhouses which may be constructed by Developer on the Property, but such notice may, at the discretion of the Developer, be given earlier. Thereafter, there shall be an annual meeting of the voting

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members on the second Tuesday of October of each succeeding year thereafter, or at such other reasonable date and at such time, and at such place, as may be designated by written notice from the Board.

(c) Special meetings of the voting members may be called at any time for any reasonable purpose on not less than ten (10) days notice from a majority of the Board or the voting members holding one-fourth (1/4) of the total votes.

(d) Notices of meetings may be delivered personally or by mail to the voting members, addressed to each such voting member at the address given by him to the Board, or if no address shall be given, addressed to such voting member to the address of his Townhouse.

5.07 General Powers of the Board. The Board shall have the following powers subject to the provisions of this Declaration:

(a) To adopt rules and regulations governing the use, maintenance and administration of the Common Area, Courtyard Area and the Inner Drive and for the health, comfort, safety and general welfare of the owners and occupants thereof.

(b) To provide for maintenance, repair and replacement with respect to the Common Area, Courtyard Area and the Inner Drive on the terms provided for herein.

(c) To enter into contracts on behalf of, and to purchase or secure in the name of the Association any materials, supplies, insurance (including directors and officers liability insurance), equipment, fixtures, labor, services (including the services of accountants and attorneys) required by the terms of the Declaration, or which in its reasonable opinion shall be necessary or proper for the operation or protection of the Association and its members and for the enforcement of the provisions of this Declaration.

(d) To enter upon, and to have its contractors, subcontractors and agents enter upon, any Townhouse as may be required to exercise all of the rights and obligations granted to or imposed upon its pursuant to this Declaration or to correct any condition that in the Board's judgment is a nuisance or is damaging to any Owner or Occupant.

(e) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to draw upon such accounts), and generally, to have all the powers necessary and incidental to the operation and management of the Association.

(f) To adjust the amount, collect and use any insurance proceeds to repair damaged or replace lost property; and if proceeds are insufficient to repair damaged or replace lost property, to assess the appropriate Members as provided herein in proportionate amounts to cover the deficiency.

(g) To take such action as may be required to enforce the provisions of this Declaration and the rules and regulations made hereunder.

(h) To grant non-exclusive easements in respect to, and to dedicate to or as directed by governmental authorities, portions of the Common Area and to execute and cause to be recorded such instruments as may be required in respect thereto.

(i) To borrow money in the name of the Association to provide for the maintenance, repair or replacement of the Common Area; provided, however, that the Board shall not secure any such borrowings by encumbering the Common Area with a mortgage or trust deed without the affirmative vote of at least 66 2/3% of the votes of all the voting members of the Association. The Board shall, however, have the power to secure such borrowings by pledging and granting a security interest in the assessments due the Association hereunder.

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(j) To enter into a contract for the management of the Property with a professional manager or management company on such reasonable terms as the Board shall determine; provided, that any such contract shall be cancelable by the Association at the end of two (2) years from the date of recording of this Declaration.

(k) To have standing and capacity to act in a representative capacity in relation to matters involving the Common Area of the Association on behalf of the Owners as their interests may appear.

(l) To exercise any and all powers, rights and authorities provided in the Illinois General Not-For-Profit Corporation Act, as amended from time to time.

5.08 Meetings of the Board. The Board shall meet quarterly on the first Tuesday of January, April, July and October during the first year following the initial meeting of voting members held as provided in Section 5.06 hereof. Thereafter, meetings shall be scheduled by the Board at such times as its members shall determine to be necessary to satisfy the duties, obligations and requirements of the Board created by this Declaration. Meetings of the Board shall be open to all Owners, except for the portion of any meeting held: (a) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (b) to consider information regarding appointment, employment or dismissal of an employee; or (c) to discuss violations of rules and regulations of the Association or unpaid common expenses owed to the Association. Any Owner may record the proceeds at meetings required to be open, by tape, film or other means; provided, that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the persons entitled to such notice before the meeting is convened.

5.09 Notice of Board Meeting Concerning Budgets or Assessments. Each owner shall be given written notice mailed or delivered no less than ten (10) and more than thirty (30) days prior to any meeting of the Board concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment.

5.10 Annual Accounting. The Board shall annually supply to all Owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment. This accounting shall show the net excess or deficit of income over expenditures.

5.11 Proposed Budget. Each Owner shall be given, at least ten (10) days prior to the adoption by the Board, a copy of the proposed annual budget.

5.12 Insurance on Common Area. The Board shall have the authority to and shall obtain insurance for the Common Areas as follows:

(a) Comprehensive General Liability insurance covering bodily injury and property damage insuring against hazards of premises/operation, death, personal injury liability, independent contractors and other extensions as deemed necessary by the Board. Such insurance shall provide limits of liability as deemed desirable by the Board, but in no event for less than One Million Dollars (\$1,000,000). Such policy shall be endorsed to cover cross-liability claims of one insured against the other;

(b) Worker's Compensation and Employer Liability (minimum amount \$100,000) as necessary to comply with applicable laws;

(c) fidelity bond insurance covering any officer, director, managing agent or other person who handles or are responsible for funds of the Association, in an amount necessary to comply with the insurance requirements of the Federal National Mortgage Association; and

(d) such other insurance in such amounts as the Board shall deem desirable.

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The premiums for all of the insurance coverages described in this Section 5.12 shall be paid from the assessments described herein.

5.13 Liabilities. Neither the Developer, its officers, directors, shareholders or attorneys, the Board, the Association, members of the Board, officers of the Association, the Architectural Control Committee, the agents (including any management agent), and employees of any of them (collectively the "Protected Parties") shall be liable to the Owners or any other person for any mistake of judgment for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence, fraud or as otherwise provided in this Declaration. All owners, jointly and severally, shall indemnify, hold harmless, protect and defend any and all of the Protected Parties against all claims, suits, losses, damages, costs and expenses, including, without limitation, attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith.

5.14 Books and Records. The Board shall maintain the following records of the Association available for examination and copying during normal business hours by any Owner or their mortgagees and their duly authorized agents or attorneys:

(a) Copies of the recorded Declaration, other duly recorded covenants and any amendments, articles of incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subparagraph for examination and copying.

(b) Records of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association; and

(c) The minutes of all meetings of the Association and the Board. The Association shall maintain these minutes for a period of not less than three (3) years.

A reasonable fee may be charged by the Association or its Board for the cost of copying.

5.15 Documents Availability Upon Resale. In the event of any resale of a Townhouse by an Owner other than the Developer, such, Owner may obtain from the Board and shall make available for inspection to the prospective purchaser, upon demand, the following:

(a) a copy of this Declaration and any other rules and regulations of the Association;

(b) a statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years;

(c) a statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board;

(d) a copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available;

(e) a statement of the status of any pending suits or judgments in which the Association is a party;

(f) a statement setting forth what insurance coverage is provided for all Owners by the Association; and

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(g) an officer of the Association or such other party designated by the Board shall furnish the above information when requested to do so in writing and within thirty (30) days of the request.

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

5.16 Officers and their Duties. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board shall see fit. All such officers shall be selected from members of the Board. The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as is convenient. Vacancies may be filled or new offices created and filled by any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term. The office of Vice President may be kept vacant for any period of time if the Board of Directors declines to fill such office during such period. Any one individual may hold more than one office; provided, however, that no one; individual simultaneously may hold the offices of President and Secretary or President and Vice President.

The duties of the officers are as follows:

(a) President. The President shall be the chief executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. He or she shall preside at all meetings of the members and of the Board of Directors; he or she may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, contracts, easements or other instruments which the Board of Directors has authorized to be executed and, in general, shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

(b) Vice President. In the absence of the President or in the event of the inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of, and be subject to, all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board.

(c) Treasurer. The Treasurer shall keep the financial records and books of account of the Association and shall perform all duties incident to the office of treasurer and such other duties as from time to time may be assigned by the President or by the Board.

(d) Secretary. The Secretary shall keep minutes of the meetings of the members and of the Board and, in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the President or by the Board.

5.17 By-Laws. This Article Five shall constitute, and be deemed to be, the By-Laws of The 3500 Club Townhome Homeowners Association. Provisions of these By-Laws may be amended by affirmative vote of two-thirds (2/3) of Townhouse Owners in the manner set forth in Section 8.03 hereof.

ARTICLE SIX

ASSESSMENTS

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6.01 Personal Obligation. Each Owner (except for the Developer), by acceptance of a deed for a Townhouse, whether or not it shall be so expressed in any such deed or other conveyance for such, Townhouse, hereby covenants and agrees to pay to the Association such assessments and fees as are levied pursuant to the provisions of this Declaration. Such assessments and fees, whether special or otherwise, not paid when due, together with interest thereon at the rate of ten (10%) percent per annum, late fees (as the Board shall, from time to time, determine), and costs of collection, including attorneys' fees incurred in respect thereto whether or not suit shall be instituted, shall be a charge and a continuing lien upon the Townhouse, against which such assessment is made. Furthermore, each such assessment, together with such interest costs, late fees and other fees, shall be the personal obligation of the person who was the Owner of such Townhouse on the date upon which such assessment became due. No Townhouse or any interest therein may be transferred, sold or beneficial interest transferred (where title is held in land trust) by its Owner until such time as all outstanding assessments, together with any interest costs, late fees and other fees, are paid to the Association and any such transfer or sale in violation of this restriction shall be subject to the provisions hereof. The Developer, to the extent that it shall be an Owner of any Townhouses which are leased to any person, shall, as to each such leased Townhouse, be subject to the provisions of this Article from and after the first day of the month in which the Developer first receives rent for such Townhouse. Except as provided in the preceding sentence, the Developer shall not be liable for the payment of assessments hereunder, and portions of the Property owned by the Developer or Trustee shall not be subject to liens hereunder; provided, however, that the Developer shall pay the actual costs incurred by the Association attributable to the maintenance and repair of those portions of the Property owned by the Developer.

6.02 Purpose of Assessments. The assessments and fees levied by the Association shall be used for the following purposes: (a) paying the cost of maintenance, repair and insurance of the Common Area, including the cost of labor, equipment, services (including utilities and security services, accountants, attorneys and other professional fees, licenses and permits) and the materials in connection therewith; (b) the establishment of such reasonable reserves, if any, as the Board deems appropriate; (c) the performance of the duties of the Board as set forth in this Declaration, including the enforcement of the provisions thereof; and (d) in general, carrying out the purposes of the Association as stated in this Declaration.

6.03 Annual Assessments. Each year, on or before December 1, the Board shall estimate the total amount (the "Aggregate Annual Assessment") necessary to provide the materials and services which will be required for the ensuing calendar year in the operation of the Association and shall notify each owner in writing as to the amount of the Aggregate Annual Assessment with a reasonable intention thereof and of the amount thereof allocable to such Owner. Except as provided in this Declaration, each Owner (with the exception of the Developer unless otherwise hereunder provided) shall be allocated that portion of the Aggregate Annual Assessment as shall be determined by dividing the Aggregate Annual Assessment by the total number of Townhouses on the Property. On or before January 1 of the ensuing year, and on the first day of each and every month of said year, each Owner shall be personally liable for and obligated to pay one twelfth (1/12) of the portion of the Aggregate Annual Assessment allocated to such owner unless it is determined by the Board that such payments shall be made on a different basis during the calendar year. Upon the creation of the Association, the Board shall determine an initial Aggregate Annual Assessment for the period commencing with the incorporation date of the Association and the end of the calendar year in which it is incorporated.

6.04 Special Assessments. In addition to the annual assessments authorized pursuant to Section 6.03, the Board may at any time or from time to time levy special assessments. Special assessments shall be levied for the purpose of defraying, in whole or in part, the cost incurred by the Association for any repair, replacement maintenance, service, labor, materials or capital improvement not provided for in the Aggregate Annual Assessment for the then current calendar year. Except for special assessments which in the aggregate shall not exceed in any one twelve-month period the sum of \$250.00 per assessed Townhouse, any special assessment shall first be approved by the affirmative votes of not less than one-half (1/2) of the votes cast at the annual or a special meeting of the Members called and held in accordance with the provisions hereof. Special assessments shall be allocated to each owner in the same manner as such Owner's respective share of the Aggregate Annual Assessment unless the Board shall determine that the benefits of any expense or any part thereof accrue to fewer than all of the Townhouses or to certain Townhouses in a greater degree than to other Townhouses, in which case the Board shall serve notice on the responsible parties of any such special

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assessment or part thereof, which notice shall consist of a written statement setting forth the reason therefor, the amount and date on which such assessment (or installment thereof) shall become due and payable. The Developer shall be liable for the payment of special assessments on only those Townhouses for which the Developer is obligated to pay a regular assessment.

6.05 Notice and Quorum. Written notice of any meeting called for the purpose of authorizing any special assessment requiring approval pursuant to Section 6.04 hereof shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At such meeting, the presence in person or by proxy of Members entitled to cast at least one-half (½) of all the votes shall constitute a quorum.

6.06 Proof of Payment. Upon written demand of an Owner or mortgagee at any time, the Association shall furnish such owner or mortgagee a written certificate signed by an officer of the Association setting forth whether there are any unpaid annual or special assessments, interest, costs, late fees or other fees levied against such Owner's Townhouse. Such certificate shall be conclusive evidence of payment of any annual or special assessments interest, costs, late fees or other fees not stated therein as unpaid.

6.07 Nonpayment of Assessments. Any assessment which is not paid when due shall be deemed delinquent. If an assessment is not paid within ten (10) days after the delinquency date, such assessments shall bear interest at the rate provided in Section 6.01 from the delinquency date until paid, and the Board may impose a late fee as provided in Section 6.01. In the event of the failure of any Owner to pay any assessment, maintenance charge, interest charge, late fee or other fees or costs of collection, when due, the amount thereof shall constitute a lien on the Townhouse of such Owner. The Board shall, in the name of and on behalf of the Association have all rights and remedies to enforce such collections as shall from time to time be permitted by law, including bringing an action at law or in equity against such Owner and foreclosing the aforesaid lien. All expenses of the Association in connection with such action or proceedings, whether or not suit shall be instituted, including attorneys' fees and court costs and other fees and expenses shall be charged to and assessed against such Owner (and shall constitute a personal liability of such Owner) and shall be added to and deemed part of his assessments, and the Association shall have a lien for all of the same upon the Townhouse of such Owner.

6.08 Subordination of Lien to Taxes and Mortgage. The lien of the assessments provided for herein shall be subordinate to: (a) taxes special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and other state or federal taxes which by law are a lien on such Townhouse prior to preexisting recorded encumbrances thereof; and (b) the lien of any prior, recorded mortgage or trust deed on a Townhouse.

6.09 Exemption from Assessment on Townhomes Owned by Developer. In order that those Townhouses which are improved and conveyed or leased by Developer or its agents may, with reasonable promptness, receive the benefits of maintenance by the Association for the enjoyment of the residents of the Property, and also be subject to assessments therefor, and so as not to discourage the Developer from voting for such assessments at such times as the Developer may still own a substantial number of unoccupied Townhouses, and inasmuch as assessments levied against such Townhouses impose a burden on the Developer without the Developer desiring, or receiving the benefits of maintenance upon such Townhouses as may from time to time be provided by the Association, it is therefore expressly provided that no Townhouses owned by the Developer shall be subject to the assessments, charges and liens provided for herein until the date upon which such Townhouse shall be conveyed to a bona fide purchaser or leased to any person who shall have commenced to pay rental therefor or sold pursuant to an installment contract or articles of agreement for deed; provided, however, that each year, until the initial meeting of the elected Board pursuant hereto, the Developer shall contribute to the Association the amount, if any, by which the operating expenses of the Association incurred or paid during such year (exclusive of any amounts allocated to reserves) exceed the gross revenues of the Association during such year.

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Upon the conveyance or leasing by Developer of a Townhouse which was theretofore entitled to the foregoing exemption from assessments, such Townhouse and the Owner thereof shall immediately become subject to the payment of all assessments and other charges and the liens provided for herein.

6.10 Initial Assessments. The Developer shall collect from each purchaser of a Townhouse, at the time of closing of the purchase thereof, the sum of Three Hundred and Fifty and No/100 Dollars (\$350.00), which shall be utilized to fund the operating reserve for the Association.

6.11 Delay. The failure or delay of the Board to prepare or transmit to any owner an Aggregate Annual Assessment in respect of any calendar year shall not constitute a waiver or release in any manner of such Owner's obligation to pay the monthly assessments or special assessments whenever assessed, and in the absence of any Aggregate Annual Assessment, unless otherwise determined by the Board, such Owner shall continue to pay to the Board the monthly assessments in the installments in force and effect as of the most recent Aggregate Annual Assessment until a new Aggregate Annual Assessment shall become effective.

6.12 Use of funds. All funds collected by the Board hereunder shall be held and expended for the benefit of the Owners and the Association and for the purposes designated herein.

ARTICLE SEVEN

ARCHITECTURAL CONTROL COMMITTEE

7.01 Membership. The Architectural Control Committee shall consist of not fewer than three (3) nor more than twelve (12) Owners who shall be appointed by the Board. Until the initial meeting of voting members, the Developer shall act in lieu of the Architectural Control Committee.

7.02 Powers and Duties. The Architectural Control Committee shall have the following powers and duties:

(a) to review requests by Owners for approval of any exterior addition to or modification or alteration to a Townhouse or either matter described in this Declaration as requiring approval of the Architectural Control Committee and, subject to final approval thereof by the Board, to render decisions thereon;

(b) to propose to the Board rules, regulations and procedures concerning exterior maintenance, repair, landscaping, fences and the enforcement of the provisions of this Declaration in relation thereto; and

(c) the Architectural Control Committee shall have such other powers and duties as the Board shall from time to time delegate.

7.03 Procedures. Any matter requiring the approval of the Architectural Control Committee shall be submitted to the Architectural Control Committee in writing and, if approval of any alteration or addition to a Townhouse shall be requested, shall include preliminary design drawings, plans and specifications, elevations, landscaping schemes and descriptive materials showing the size, color, design, configuration, height, shape and materials of such alteration or addition. Within a reasonable time, not exceeding thirty (30) days after receipt of all such items, the Architectural Control Committee shall advise such Owner and the Board in writing:

(a) whether such Owner's request has been approved or denied and if denied, the specific reasons therefor; or

(b) whether the Architectural Control Committee requires additional information, plans or other materials to render a decision, in which case such additional items shall be furnished as expeditiously as possible.

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If additional items shall be required pursuant to subsection (b) above, within a reasonable period of time not exceeding ten (10) days from the date of receipt of all such items, the Architectural Control Committee shall advise such Owner and the Board in writing whether such Owner's request has been approved or denied and if denied, the specific reasons therefor. If such Owner request for approval shall have been denied, such Owner shall have the right to appeal the decision of the Architectural Control Committee to the Board pursuant to Section 7.04 hereof.

7.04 Right of Appeal. Any adverse decision of the Architectural Control Committee may be appealed to the Board, which shall render a final decision as to the matter in question. An Owner desiring to appeal shall so advise the Board in writing. The Board shall consult with the Architectural Control Committee and such Owner, shall review the plans and other materials submitted by such Owner, and shall render a written decision as to the matter under consideration as expeditiously as practical. In rendering its decision, the Board shall take into consideration the criteria set forth in Section 7.05, the manner in which the Architectural Control Committee has applied such criteria to the matter under review, and such other factors as the Board deems relevant in respect to the overall enhancement and presentation of the value and desirability of the Property.

7.05 Review Criteria. In evaluating requests by Owners for approvals required of the Architectural Control Committee hereunder, the factors to be considered by the Architectural Control Committee shall include the following:

- (a) the architectural integrity and compatibility of any proposed exterior modification to a Townhouse with the design, color scheme and materials of such Townhouse as originally constructed;
- (b) the aesthetic effect of any proposed modification to exterior fences or exterior lighting; and
- (c) the Architectural Control Committee shall also consider such other factors as it deems relevant in assessing the overall effect of the Owner's request upon the maintenance and operation of the Property.

ARTICLE EIGHT

GENERAL

8.01 Amendment by Trustee or Developer. This Declaration may be amended by the Developer in any manner prior to the conveyance by Developer of any Townhouse. The Developer reserves the right to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration: (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs or may in the future perform functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities (including without limitation any bank or savings association) to make, purchase, sell, insure or guarantee first mortgages covering Townhouses; or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make any change or modification as authorized hereunder on behalf of each Owner and their respective mortgagees as attorney-in-fact for such Owner. Each deed, mortgage, trust deed, or other evidence or obligation affecting a Townhouse and the acceptance thereof shall be deemed to be a grant and acknowledgment of and a covenant and reservation of the power of the Declarant as aforesaid. Such amendment shall become effective upon recording in the office of the Recorder of Deeds of Cook County, Illinois. The right of Developer to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Developer no longer holds or controls title to a Townhouse at the Property.

8.02 Severability. Invalidation of all or any portion of any of the covenants, restrictions, easements, conditions, reservations, liens, and charges imposed by this Declaration, by legislation, judgement or court order shall in no way affect any other provisions of this Declaration, all of which shall remain in full force and effect.

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8.03 Amendment. After the initial meeting of the voting members, the provisions of this Declaration may be amended by an instrument executed and acknowledged by the Board and approved by the Owners of not less than two-thirds (2/3) of the Townhouses which are subject to the provisions of this Declaration. An Amendment shall not be effective until it is recorded in the office of the Recorder of Deeds of Cook County, Illinois.

8.04 Notices. Any notice required or permitted to be given under this Declaration and the By-Laws shall be in writing. Any notice hereunder may be served either by prepaid United States mail or by delivery in person; provided, however, that notice to the Developer, the Association or the Board may only be served by mail. Any such notice served by mail shall be addressed or delivered as follows:

- (a) if to an Owner, to the person or persons and addressed as reflected as such Owner on the books of Developer or the Association;
- (b) if to any devisee or personal representative of a deceased or incompetent Owner, to such devisee or personal representative at the address of such Owner, as reflected on the books of the Association or to the address of such devisee or personal representative set forth in the records of the court in which the estate of such deceased or incompetent Owner is being administered;
- (c) if to the Association:

The 3500 Club Townhomes Homeowners Association
c/o The 3500 Club, L.L.C.
4252 North Cicero Avenue
Chicago, Illinois 60641
- (d) if to the Declarant or Developer:

The 3500 Club, L.L.C.
4252 North Cicero Avenue
Chicago, Illinois 60641; or
- (e) if to a mortgagee of a Townhouse, at the address provided by an Owner for such mortgagee or as otherwise reflected on the books of the Developer or the Association.

The Developer, the Board or the Association may designate different respective addresses by written notice of such change of address to all Owners. All Owners may designate a different address by written notice of such change of address to the Developer, the Association and the Board. Any first mortgagee of a Townhouse may designate a different address by written notice of such change of address to the Developer, the Association and the Board. All notices shall be deemed served three (3) days after such notice was deposited in the United States mail, or on the day and at the time delivered in person.

8.05 Ownership of Common Area and Common Facilities. Title to the Common Area shall be held initially by the Developer. Until all the Townhouses have been sold by the Developer, or sooner at the option of the Developer, shall retain such title to the Common Area. At such time as all the Townhouses are sold, or sooner at the option of the Developer, title to the Common Area shall be transferred by the Developer to the Association by Developer's quitclaim deed and other appropriate documentation.

8.06 Titleholding Land Trust. In the event title to any Townhouse is conveyed to a title holding trust, under the terms of which all power of management, operation and control of such Townhouse remains vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for

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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 Townhouse. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligations hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon such Townhouse and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Townhouse.

8.07 Duration. The covenants, restrictions, conditions, reservations, liens and charges imposed or established by or created under this Declaration shall run with and bind the land for a period of forty (40) years from the date of the recording of this Declaration. Failure by the Association or any Owner to so enforce the provisions contained herein shall in no event be deemed a waiver of the right to do so thereafter. After the expiration of said forty (40) year period, all of such covenants, restrictions, conditions, reservations, liens and charges shall continue to run with and bind the land for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part, by an instrument in writing which is executed by the Owners of not less than two-thirds of the Townhouses and recorded in the office of the Recorder of Deeds of Cook County, Illinois. Except in case of condemnation or destruction of a substantial portion of the Townhouses, the legal status of the Association shall not be terminated without the concurrence and affirmative vote of not less than two-thirds of the holders of first mortgages on the Townhouses.

8.08 Conflicts between Declaration and City Ordinances. In the event there is at any time a conflict between any provision of this Declaration and any provision of the Municipal Code of the City of Chicago or any City ordinance, rule or regulation, then the provision of the Municipal Code of the City of Chicago or City Ordinance, rule or regulation shall prevail, but only to the extent it is more restrictive than this Declaration.

8.09 Captions. The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

8.10 Liberal Interpretation. This Declaration shall be liberally construed so as to facilitate and promote the objectives of the Declaration hereinabove set forth and to protect the integrity of the Development. Narrow, technical and literal construction of this instrument, inconsistent with the intent and objectives of the Developer and Association shall be avoided.

8.11 Gender, Usage of Singular and Plural Forms, and Other Usage. Whenever the context so requires, use of the plural form shall include the singular, use of the singular form shall include the plural and any gender shall be deemed to include both genders.

8.12 No Dedication To Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of all or any part of the Property to or for any public use or purpose whatsoever.

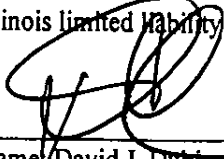
8.13 Mortgages. Nothing herein contained shall preclude a bank, savings and loan association, insurance company or lender from holding a mortgage on any Townhouse, and such lending institution shall have an unrestricted, absolute right to accept title to the Townhouse in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Illinois and bid upon said Townhouse at the foreclosure sale.

8.14 Exculpation. Anything herein contained to the contrary notwithstanding, it is understood and agreed that The 3500 Club, L.L.C., individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or non-action taken in violation of any of the covenants herein contained.

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IN WITNESS WHEREOF, the Trustee has caused this instrument to be signed the day and year first above written.

THE 3500 CLUB, L.L.C.,
an Illinois limited liability company

By: 
Name: David J. Dubin
Title: Sole Member

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

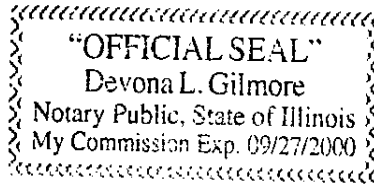
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that David J. Dubin, personally known to me to be the Sole Member of THE 3500 CLUB, L.L.C., an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Sole Member, he signed and delivered said instrument pursuant to the authority given by the operating agreement of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of March, 2000.

Devona L. Gilmore
Notary Public

My Commission Expires:

09/27/2000



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

- Parcel 1: The West 27.85 feet of the South 48.60 feet of the North 52.60 feet of the following described tract;
- Parcel 2: The East 16.86 feet of the West 44.71 feet of the South 48.60 feet of the North 52.60 feet of the following described tract;
- Parcel 3: The East 16.91 feet of the West 61.62 feet of the South 48.60 feet of the North 52.60 feet of the following described tract;
- Parcel 4: The East 16.92 feet of the West 78.54 feet of the South 48.60 feet of the North 52.60 feet of the following described tract;
- Parcel 5: The East 16.89 feet of the West 95.43 feet of the South 48.60 feet of the North 52.60 feet of the following described tract;
- Parcel 6: The East 16.95 feet of the West 112.39 feet of the South 48.60 feet of the North 52.60 feet of the following described tract;
- Parcel 7: The East 16.88 feet of the West 129.27 feet of the South 48.60 feet of the North 52.60 feet of the following described tract;
- Parcel 8: The East 17.0 feet of the West 146.27 feet of the South 50.60 feet of the North 52.60 feet of the following described tract;
- Parcel 9: The East 17.35 feet of the West 163.62 feet of the South 50.60 feet of the North 52.60 feet of the following described tract; ALSO
That part of the East 1.96 feet of the West 165.58 feet of the South 20.95 feet of the North 31.22 feet, lying above a horizontal plane of 26.42 feet above Chicago City Datum of the following described tract;
- Parcel 10: The East 17.28 feet of the West 184.82 feet of the South 50.60 feet of the North 52.60 feet of the following described tract; ALSO
That part of the East 1.96 feet of the West 167.54 feet of the South 20.95 feet of the North 31.22 feet lying above a horizontal plane of 26.42 feet above Chicago City Datum of the following described tract;
- Parcel 11: The East 17.07 feet of the West 201.89 feet of the South 50.60 feet of the North 52.60 feet of the following described tract;
- Parcel 12: The East 16.98 feet of the West 218.87 feet of the South 48.60 feet of the North 52.60 feet of the following described tract;
- Parcel 13: The East 16.93 feet of the West 235.80 feet of the South 48.60 feet of the North 52.60 feet of the following described tract;

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- Parcel 14: The East 16.92 feet of the West 252.72 feet of the South 48.60 feet of the North 52.60 feet of the following described tract;
- Parcel 15: The East 16.90 feet of the West 269.62 feet of the South 48.60 feet of the North 52.60 feet of the following described tract;
- Parcel 16: The East 16.93 feet of the West 286.55 feet of the South 48.60 feet of the North 52.60 feet of the following described tract;
- Parcel 17: The South 48.60 feet of the North 52.60 feet (except the West 286.55 feet) of the following described tract;
- Parcel 18: The West 22.46 feet of the South 50.50 feet of the following described tract;
- Parcel 19: The East 16.95 feet of the West 39.41 feet of the South 50.50 feet of the following described tract;
- Parcel 20: The East 16.84 feet of the West 56.25 feet of the South 50.50 feet of the following described tract;
- Parcel 21: The East 16.84 feet of the West 73.09 feet of the South 50.50 feet of the following described tract;
- Parcel 22: The East 17.04 feet of the West 90.13 feet of the South 52.50 feet of the following described tract;
- Parcel 23: The East 17.38 feet of the West 107.51 feet of the South 52.50 feet of the following described tract;
ALSO
The part of the East 2.0 feet of the West 109.51 feet of the North 21.0 feet of the South 44.47 feet lying above a horizontal plane of 26.42 feet above Chicago City Datum of the following described tract;
- Parcel 24: The East 17.44 feet of the West 128.95 feet of the South 52.50 feet of the following described tract;
ALSO
That part of the East 2.0 feet of the West 111.51 feet of the North 21.0 feet of the South 44.47 feet lying above a horizontal plane of 26.42 feet above Chicago City Datum of the following described tract.
- Parcel 25: The East 17.06 feet of the West 146.01 feet of the South 52.50 feet of the following described tract;
- Parcel 26: The East 16.89 feet of the West 162.90 feet of the South 52.50 feet of the following described tract;
- Parcel 27: The East 17.01 feet of the West 179.91 feet of the South 52.50 feet of the following described tract;
- Parcel 28: The East 17.41 feet of the West 197.32 feet of the South 52.50 feet of the following described tract;
ALSO
That part of the East 2.0 feet of the West 199.32 feet of the North 21.0 feet of the South 44.47 feet lying above a horizontal plane of 26.42 feet Chicago City Datum of the following described tract;
- Parcel 29: The East 17.29 feet of the West 218.61 feet of the South 52.50 feet of the following described tract;
ALSO

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That part of the East 2.0 feet of the West 201.32 feet of the North 21.0 feet of the South 44.47 feet lying above a horizontal plane of 26.42 feet Chicago City Datum of the following described tract;

- Parcel 30: The East 16.89 feet of the West 235.50 feet of the South 52.50 feet of the following described tract;
- Parcel 31: The East 17.02 feet of the West 252.52 feet of the South 50.50 feet of the following described tract;
- Parcel 32: The East 16.90 feet of the West 269.42 feet of the South 50.50 feet of the following described tract;
- Parcel 33: The East 16.91 feet of the West 286.33 feet of the South 50.50 feet of the following described tract;
- Parcel 34: The South 50.50 feet (except the West 286.33 feet thereof) of the following described tract;

Tract: Lots 37 to 48 in Block 4 in the Subdivision of Part of the West Half of the Southeast Quarter of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded November 15, 1889 as document 185671 in Book 36 of Plats, page 40, in Cook County, Illinois

Common Area Parcel: (Includes Courtyard and Inner Drive)

That part of Lots 37 to 48 (taken as a tract) in Block 4 in the Subdivision of part of the West Half of the Southeast Quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded November 15, 1889 as document 185671 in Book 36 of plats, page 40, described as follows: beginning at the Northwest corner of said tract; Thence North 90° 00' 00" East along the North line thereof 308.18 feet to the Northeast corner thereof; Thence South 00° 15' 43" East along the East line thereof 4.0 feet; Thence North 90° 00' 00" West along the South line of the North 4.0 feet of said tract for a distance of 105.78 feet; Thence North 00° 15' 43" West 2.0 feet; Thence North 90° 00' 00" West 34.86 feet; Thence South 00° 15' 43" East 50.60 feet; Thence North 90° 00' 00" East along the South line of the North 52.60 feet of said tract for a distance of 140.63 feet to the East line of said tract; Thence South 00° 15' 43" East along said East line 22.50 feet to the North line of the South 50.50 feet of said tract; Thence North 90° 00' 00" West along the last described line 71.96 feet; Thence North 00° 15' 43" West 2.0 feet to the North line of the South 52.50 feet of said tract; Thence North 90° 00' 00" West 34.91 feet to the East line of the West 201.32 feet; Thence South 00° 15' 43" East along said last described line 52.50 feet to the South line of said tract; Thence North 90° 00' 00" West along said South line 4.0 feet to the East line of the West 197.32 feet of said tract; Thence North 00° 15' 43" West along the last described line 52.50 feet; Thence North 90° 00' 00" West 85.81 feet to the East line of the West 111.51 feet of said tract; Thence South 00° 15' 43" East along the last described line 52.50 feet to the South line of said tract; Thence North 90° 00' 00" West along said South line 4.0 feet to the East line of the West 107.51 feet of said tract; Thence North 00° 15' 43" West along the last described line 52.50 feet; Thence North 90° 00' 00" West 34.73 feet; Thence South 00° 15' 43" East 2.0 feet; Thence North 90° 00' 00" West 72.78 feet to the West line of said tract; Thence North 00° 15' 43" West along said West line 22.50 feet to the South line of the North 52.60 feet of said tract; Thence North 90° 00' 00" East along the last described line 163.63 feet to the East line of the West 163.62 feet of said tract; Thence North 00° 15' 43" West along the last described line 50.60 feet to the South line of the North 2.0 feet of said tract; Thence North 90° 00' 00" West along the last described line 34.65 feet; Thence South 00° 15' 43" East 2.0 feet to the South line of the North 4.0 feet of said tract; Thence North 90° 00' 00" West along the last described line 128.97 feet to the West line of said tract; Thence North 00° 15' 43" West along said West line 4.0 feet to the point of beginning (except therefrom that part of the East 3.92 feet of the West 167.54 feet of the South 20.95 feet of the North 31.22 feet lying above a horizontal plane of 26.42 feet above Chicago City Datum and also except that part of the East 4.0 feet of the West 201.32 feet of the North 21.0 feet of the South 44.47 feet lying above a horizontal plane of 26.42 feet above Chicago City Datum and also except that part of the East 4.0 feet of the West 111.51 feet of the North 21.0 feet of the South 44.47 feet lying above a horizontal plane of 26.42 feet above Chicago City Datum) all in Cook County, Illinois.

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EXHIBIT B

LEGAL DESCRIPTION OF THE COMMON AREA

Common Area: (Includes Courtyard and Inner Drive)

That part of Lots 37 to 48 (taken as a tract) in Block 4 in the Subdivision of part of the West Half of the Southeast Quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded November 15, 1889 as document 1185671 in Book 36 of plats, page 40, described as follows: beginning at the Northwest corner of said tract; Thence North 90° 00' 00" East along the North line thereof 308.18 feet to the Northeast corner thereof; Thence South 00° 15' 43" East along the East line thereof 4.0 feet; Thence North 90° 00' 00" West along the South line of the North 4.0 feet of said tract for a distance of 105.78 feet; Thence North 00° 15' 43" West 2.0 feet; Thence North 90° 00' 00" West 34.86 feet; Thence South 00° 15' 43" East 50.60 feet; Thence North 90° 00' 00" East along the South line of the North 52.60 feet of said tract for a distance of 140.63 feet to the East line of said tract; Thence South 00° 15' 43" East along said East line 22.50 feet to the North line of the South 50.50 feet of said tract; Thence North 90° 00' 00" West along the last described line 71.96 feet; Thence North 00° 15' 43" West 2.0 feet to the North line of the South 50.50 feet of said tract; Thence North 90° 00' 00" West 34.91 feet to the East line of the West 201.32 feet; Thence South 00° 15' 43" East along said last described line 52.50 feet to the South line of said tract; Thence North 90° 00' 00" West along said South line 4.0 feet to the East line of the West 197.32 feet of said tract; Thence North 00° 15' 43" West along the last described line 52.50 feet; Thence North 90° 00' 00" West 85.81 feet to the East line of the West 111.51 feet of said tract; Thence South 00° 15' 43" East along the last described line 52.50 feet to the South line of said tract; Thence North 90° 00' 00" West along said South line 4.0 feet to the East line of the West 107.51 feet of said tract; Thence North 00° 15' 43" West along the last described line 52.50 feet; Thence North 90° 00' 00" West 34.73 feet; Thence South 00° 15' 43" East 2.0 feet; Thence North 90° 00' 00" West 72.78 feet to the West line of said tract; Thence North 00° 15' 43" West along said West line 22.50 feet to the South line of the North 52.60 feet of said tract; Thence North 90° 00' 00" East along the last described line 163.63 feet to the East line of the West 163.62 feet of said tract; Thence North 00° 15' 43" West along the last described line 50.60 feet to the South line of the North 2.0 feet of said tract; Thence North 90° 00' 00" West along the last described line 34.65 feet; Thence South 00° 15' 43" East 2.0 feet to the South line of the North 4.0 feet of said tract; Thence North 90° 00' 00" West along the last described line 128.97 feet to the West line of said tract; Thence North 00° 15' 43" West along said West line 4.0 feet to the point of beginning (except therefrom that part of the East 3.92 feet of the West 167.54 feet of the South 20.95 feet of the North 31.22 feet lying above a horizontal plane of 26.42 feet above Chicago City Datum and also except that part of the East 4.0 feet of the West 201.32 feet of the North 21.0 feet of the South 44.47 feet lying above a horizontal plane of 26.42 feet above Chicago City Datum and also except that part of the East 4.0 feet of the West 111.51 feet of the North 21.0 feet of the South 44.47 feet lying above a horizontal plane of 26.42 feet above Chicago City Datum) all in Cook County, Illinois.

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PLAT

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SEE PLAT BOOKS

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