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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
BACKYARD ROW HOMES HOMEOWNERS ASSOCIATION

Property of Cook County Clerk's Office

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BACKYARD ROW HOMES HOMEOWNERS ASSOCIATION

THIS DECLARATION is made on the date hereinafter set forth by Clark Street Equities LLC, an Illinois Limited Company, ("Declarant"), who is the Owner of certain land and an Exclusive Easement to land, situated in the City of Chicago, County of Cook, State of Illinois, known as "Backyard Row Homes," herein after referred to as "Backyard" which is more particularly described on the attached Exhibits "A" and "B" collectively. In order to ensure preservation of the high quality residential environment at Backyard, Declarant agrees and covenants that all land and improvements or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens and easements, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the Owners thereof and their heirs.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Backyard Row Homes Homeowners Association, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article XII. For purposes of exercising the powers and duties assigned in this Declaration to the Board during the development period, this term shall also mean the "Temporary Board" or "Declarant" as provided in Article III unless the language or context clearly indicates otherwise.

Section 3. "Parcel" shall mean and refer to the real property and exclusive easement property described with particularity in Exhibit "A" and Exhibit "B" collectively, and such additions to that property which may hereinafter be brought within the jurisdiction of the Association. Said "Parcels" may also be collectively referred to as "Backyard."

Section 4. "Common Areas" shall mean and refer to all of the real property and the exclusive perpetual easement property area (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association. The Common Areas to be owned by the Association are described as follows;

All "open space" tracts of land to be dedicated to the Backyard Homeowners Association on the face of the plat map to recorded with Backyard

Section 5. "Common Maintenance Areas" shall mean those portions of all real property, and exclusive easement areas (including the improvements thereto) maintained by the Association for the benefit of the members of the association. The areas to be maintained by the Association are described as follows:

Common Areas as set forth in Section 4 above.

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Section 6. "Plat" shall mean and refer to the plat of Backyard, attached hereto as Exhibit C, and all divisions thereof, and to be recorded in Cook County, Illinois, together with that certain Exclusive Perpetual easement referred to in the Easement Agreement as described in document No 1301544114 and a Declaration of Easements and Maintenance Agreement as described in document No. 0725416064. (All of said Parcels are legally described on Exhibit "A" and Exhibit "B" attached hereto).

Section 7. "Declarant" shall mean and refer to Clark Street Equities LLC, or the successor designated by Clark Street Equities LLC,

Section 8. "Architectural Control Committee" shall mean and refer to the duly appointed or elected Committee of the Board of Directors as outlined in Article X of this Declaration, hereinafter referred to as the "Committee."

Section 9. "Development Period" shall mean and refer to that period of time as defined in Article III of this Declaration.

Section 10. "Dwelling Unit" shall mean each individual parcel, including deeded exclusive easement areas, as legally described in Exhibit D attached hereto, all improvements & structures now or hereafter erected, constructed or contained therein or thereon, including without limitation, all easements, rights & appurtenances belonging thereto, and all fixtures & equipment intended for the mutual use, benefit or enjoyment of the Owners.

Section 11. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of (1) a fee simple title to any Dwelling Unit which is a part of the Parcels and owners of the legally described, & exclusive perpetual easement area (but excluding those persons or entities, such as real estate contract sellers, having record title merely as security for the performance of an obligation), or (2) the Purchaser under a real estate contract prior to issuance of the fulfillment deed for the contract.

Section 12. "Backyard Row Homes" shall mean and refer collectively to the "Parcels" described in Section 10 of this Article I.

ARTICLE II PRE-EXISTING DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT

The Parcels covered by this Declaration are already affected by previous declarations of easements and maintenance agreement (collectively "prior agreements"), previously identified in Section 10 of this Article I. The Parcels will continue to be subject to such prior agreements to the extent the prior agreements are valid and legally enforceable.

ARTICLE III DEVELOPMENT PERIOD; MANAGEMENT RIGHTS OF DECLARANT DURING DEVELOPMENT

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Section 1. Management by Declarant: Development period shall mean that period of time from the date of recording the Declaration until (1) the date three (3) years from the date of recording this Declaration or (2) the thirtieth (30) day after Declarant has transferred title to the purchasers of Dwelling Units representing 100 percent of the total voting power of all Dwelling Unit Owners as then constituted (so that Declarant no longer is entitled to vote either as a Class A or Class B member of the Association pursuant to Article XI, Section 3) or (3) the date on which Declarant elects to permanently relinquish all of Declarant's authority under this Article III by written notice to all Owners, whichever date first occurs. Notwithstanding anything in this Declaration to the contrary, until termination of the Development period, either upon the sale of the required number of Dwelling Units, the expiration of three (3) years, or at the election of the Declarant, the Property shall be managed and the Association organized at the sole discretion of the Declarant.

Section 2. Notice to Owners: Not less than ten (10) nor more than thirty (30) days prior to the termination of the Development Period, the Declarant shall give written notice of the termination of the Development Period to the Owner of each Dwelling Unit. Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Officers and Directors of the Association. Notwithstanding any provisions of the Articles or Bylaws of the Association to the contrary, for the purpose of this meeting, the presence, either in person or by proxy, of the Owners of seven (7) Dwelling Units shall constitute a quorum. The Board of Directors and Officers of the Association may be elected by a majority vote in said quorum. If a quorum shall not be present, the Development Period shall nevertheless terminate on that date specified in said notice and it shall thereafter be the responsibility of the Dwelling Unit Owners to provide for the operation of the Association.

Section 3. Appointment: Declarant may in Declarant's sole discretion, and at such times as the Declarant deems appropriate (including in the Articles of Incorporation of the Association, if the Declarant is the Incorporator of the Association), appoint seven persons who may be a Dwelling Unit Owners, or are representatives of corporate entities or other entities which are Dwelling Unit Owners, as a Temporary Board. This Temporary Board shall be for all purposes the Board of Directors of the Association, and shall have full authority (including the authority to adopt or amend the initial or subsequent Bylaws of the Association) and all rights, responsibilities, privileges and duties to manage the Parcels under this Declaration and shall be subject to all provisions of this Declaration, the Articles and the Bylaws. Provided that, after selecting a Temporary Board, the Declarant, in the exercise of the Declarant's sole discretion, may at any time terminate the Temporary Board and reassume the Declarant's management authority under this Article III or select a new Temporary Board under this section of Article III. When the Declarant has appointed a Temporary Board, the Temporary Board, during the development period, shall have, and may fully exercise, any power or authority granted to the Permanent Board after the development period.

Section 4. So long as no Temporary Board is managing the Parcels or until such time as the first permanent Board is elected, should Declarant choose not to appoint a Temporary Board, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties and functions of the Board and generally exercise all powers

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necessary to carry out the provisions of this Declaration, including, but not limited to, enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, collecting and expending all assessments and Association funds, and enforcing this Declaration (including foreclosing any liens provided for by this Declaration). Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments. In the event that Association expenses exceed assessments, any monies provided by Declarant for Association expenses that would otherwise be paid for out of Association assessments shall be considered a loan to be repaid to Declarant through regular or special assessments from the Association, together with interest at twelve percent (12%) per annum.

Section 5. These requirements and covenants are made to ensure that the Parcels will be adequately administered in the initial stages of development and to ensure an orderly transition to Association operations. Acceptance of an interest in a Dwelling Unit evidences acceptance of this management authority in Declarant.

Section 6. Declarant shall have the management authority granted by this Article III notwithstanding anything in this Declaration to the contrary. Declarant, as the Incorporator of the Association, may cause the Association to be incorporated, the Temporary Board to be appointed either in the Articles of Incorporation of the Association or by separate written instrument, to terminate the Temporary Board and reassume the Declarant's management authority under this Article III, reappoint successor Temporary Boards, or take any other action permitted by this Article III, all without affecting the authority given the Declarant by this Article III to manage the Property and organize the Association at the Declarant's sole discretion.

ARTICLE IV DEED AND DEDICATION OF COMMON AREAS

Declarant shall transfer, convey and grant ownership to all of the Common Areas of the Parcels and the rights conferred to Declarant by the Declaration of Easement and Maintenance Agreement, as previously described herein, to the Association, by the recording of this Declaration, for the common use and enjoyment of the Association and the Owners in accordance with the terms and conditions of this Declaration, reserving however, to the Declarant for the benefit of Declarant, his successors and assigns, those certain rights of use, ingress, egress, occupation and control indicated elsewhere in this Declaration for the duration of the Development Period, at which time this reservation shall cease and then be of no further force and effect.

ARTICLE V DEED AND DEDICATION OF EASEMENTS

Declarant shall transfer and convey to the Association, by the recording of this declaration, for the common use and enjoyment of the Association and the Owners, all easements, not otherwise transferred, created thereby for the purpose of landscaping, utilities, and access, reserving, however, to Declarant for the benefit of Declarant, its successors and assigns, an equal right to utilize all easements. The Declarant's and Association's right to use such easements are subject to

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the right of the public to use rights-of-way which have been dedicated as public roads and are open to public access, including emergency vehicle access.

ARTICLE VI ADMINISTRATION AND USE OF COMMON AREAS AND COMMON MAINTENANCE AREAS

Section 1. Owners' Easements of Enjoyment: Every Owner shall have a right in easement of enjoyment in and to the Common Areas, and those easements granted to Declarant, their predisdecessors, and not specifically exclusively assigned to other specific Unit Owners, which shall be appurtenant to and shall pass with title (or, if applicable, with the equitable title held by a real estate contract purchaser), to every Dwelling Unit subject to the right, terms and obligations set forth in said easement agreements.

Section 2. Alteration of Common Areas and Common Maintenance Areas: Nothing shall be altered, or constructed in, or removed from any Common Maintenance Areas except upon prior written consent of the Committee. There shall be no construction of any kind within the Common Areas except that community improvements may be constructed if two-thirds (2/3) of the members of the Association authorize (1) the construction of such improvements and (2) assessments for such improvements. Also, any such improvements would be subject to the acquisition of all required permits from governmental agencies. This Section shall not limit or prohibit Declarant (and no member consent shall be necessary), during the development period, from constructing or altering any such improvements to any Common Areas or Common Maintenance Areas, which the Declarant in Declarant's sole discretion, deems for the benefit and enhancement of said areas and the Association in general.

Section 3. Dumping in Common Areas, Common Maintenance Areas, or Native Growth Protection Easements: No trash, construction debris or waste, plant or grass clippings or other debris of any kind, nor hazardous waste (as defined in any federal, state, or local law or regulation) shall be dumped, deposited or placed on any Common Areas or Common Maintenance Areas.

Section 4. Landscaping and Fencing: No permanent structures or landscaping of any kind, including fences, walls, or shrubs, may be built or placed within any right-of-way or easements as delineated on the plat except as deemed appropriate by the Committee. This prohibition shall not apply to the landscape and fence/monument sign improvements in the Common Maintenance Areas installed by Declarant, nor shall this Section prohibit the Association from installing additional improvements or landscaping within the designated Common Areas or Common Maintenance Areas, nor shall this section prohibit the installation of fences by Dwelling Unit Owners, on property lines as may be otherwise allowed in this Declaration, nor shall this section prohibit the installation of landscaping on private Dwelling Unit areas encumbered by utility easements not otherwise restricted in this Declaration as to landscaping. Also, this prohibition shall not apply to landscaping of front or side yard areas of Dwelling Units.

Section 5. Roof: All repairs to the roof of the Dwelling Units shall be done as a joint expense of the Dwelling Unit Owners and allocated based on the fractional share of ownership determined by the denominator being the number of Dwelling Units sharing the roof and the numerator being one (1), unless, however, the roof repair is precipitated by the negligent or willful acts of one

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Dwelling Unit Owner and then that Dwelling Unit Owner shall be fully responsible for the repair expense.

ARTICLE VII

MAINTENANCE OF THE COMMON AREAS AND COMMON MAINTENANCE AREAS DELEGATION OF MANAGEMENT

Section 1. Maintenance of Common Areas: Maintenance of the Common Areas and Common Maintenance Areas and all improvements thereon shall be the sole responsibility of the Association and shall include, but not be limited to, maintenance of the Common Areas and Common Maintenance Areas. This maintenance responsibility shall commence as soon as each respective improvement by Declarant has been completed during the development period. All maintenance of Dwelling Units and Residences located on Parcels shall be the sole obligation of the Owner, provided, however, the Association may, from time to time, provide certain common maintenance of Dwelling Units as may be determined to be in the best interests of all Owners. The Association shall maintain and regulate the use of Common Areas for the benefit of each Dwelling Unit within the plat, and shall do all things necessary to preserve and maintain the Common Areas for the purpose intended. It shall be the responsibility of the Association to maintain said common areas and any improvements thereon to preserve the value of said common areas for the use and enjoyment of the Members of the Association in accordance with all restrictions and limitations established for said common areas through this Declaration, the laws and ordinances, and all other applicable statutes and regulations. The Declarant, during the development period, and the Board following the development period, shall have the exclusive right to establish use and operation standards for said Common Areas to preserve the value and desirability of said Common Areas for the enjoyment of the Members of the Association.

Section 2. Responsibility for Maintaining Common Maintenance Areas: The Association is responsible for maintaining and preserving the character of areas designated on the face of the plat as Common Maintenance Areas, or as defined in this Declaration as Common Maintenance Areas. Common Maintenance Areas have been set aside for landscaping and community identification purposes.

Section 3. Repair of Common Areas and Common Maintenance Areas: Any damage to the Common Areas or Common Maintenance Areas or improvements thereon, including landscaping plantings, fences, etc. by the Owners or their children shall be repaired within one (1) week by the Owners who (or whose children) caused the damages. If the damage cannot reasonably be repaired within one week, the time for the Owner to repair the Property shall be extended to the time reasonably required to repair the Property, provided that the Owner promptly begins, and diligently pursues, the repair of the damage. If such repairs are not made timely, the Association shall execute the repair and the Owner will be obligated to immediately pay the Association or its designee for the repair. If the Owner fails to promptly make payment for such repairs, the Owner will be charged interest at the rate of 12 percent (12%) per annum on the payment due, the payment due shall be a personal liability of the Owner, and the amount of the payment due shall be a lien on the Owner's Dwelling Unit.

Section 4. Management: Each Owner expressly covenants that the Board and the Declarant, during the development period, and the Board, after the development period, may delegate all or

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any portion of their management authority to a managing agent, manager or officer of the Association and may enter into such management contracts or other service contracts to provide for maintenance of Common Areas and Common Maintenance Areas and any portion thereof. Any management agreement or employment agreement for the maintenance or management shall be terminable by the Association without cause upon 90 days' written notice thereof; the term of any such agreement shall not exceed two (2) years, renewable by agreement of the parties for successive periods of up to two (2) years each. Each Owner is bound to observe the terms and conditions of any such management agreement or employment contract, all of which shall be made available for inspection by any Owner on request. Any fees or salaries applicable to any such management, employment or service agreement shall be assessed to each Owner.

ARTICLE VIII ASSESSMENTS

Section 1. Each Owner of any Dwelling Unit, by acceptance of a deed therefor, whether it shall be so expressed in each deed, is deemed to covenant and agree to pay to the Association, as provided herein in this Article VIII and as provided for in Article VII of the By Laws (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) any assessments made by Declarant pursuant to this Declaration. If the Owner fails to timely pay any assessments within thirty (30) days of the date specified by the Association or Declarant (during the development period), the annual and special assessments, together with any interest, costs and any reasonable attorney fees incurred to collect such assessments, shall be a lien on the land comprising the Dwelling Unit, and shall be a continuing lien upon the Dwelling Unit against which such assessment is made. Each such assessment, together with any interest, costs and reasonable attorney fees incurred in attempting to collect the assessment, shall also be the personal obligation of the person who is the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall continue even if the Owner subsequently transfers legal or equitable title to the Dwelling Unit; however, the personal obligation for delinquent assessments shall not pass to the delinquent Owner's successors in ownership of the Dwelling Unit unless expressly assumed by the successor(s). The Association shall record such liens in the Office of the Cook County Recorder of Deeds.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to (a) promote the recreation, health, safety and welfare of the residents of the Parcels, and (b) for the improvements and maintenance of the Common Areas and Common Maintenance Areas as provided in Article VI.

Section 3. 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 (which estimate shall include a reasonable amount considered by the Board to be desirable for contingencies and replacement of Common Facilities) and shall give written notice to each Owner of the amount of the Aggregate Annual Assessment with a reasonable itemization thereof and of the amount thereof allocable to such Owner, as provided in **Exhibit E**, Percentage of Ownership. Except as otherwise provided in this Declaration, there shall be allocated to each Owner a pro rata portion of the Aggregate Annual Assessment. 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

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obligated to pay one-twelfth (1/12th) of the portion of the Aggregate Annual Assessment allocated to such Owner, unless the Board shall determine that such payments shall be made on a different basis during the calendar year. On or before April 1 of each calendar year following the initial meeting of voting members, the Board shall furnish to each Owner an itemized accounting of the expenses for the preceding calendar year and the amounts collected from the Owners. Any deficiency or excess shall be applied as an adjustment to the monthly installments due under the current year's estimate in the succeeding six (6) months after rendering of the itemized accounting. Notwithstanding anything to the contrary contained herein, the allocation of the Aggregate Annual Assessment may be adjusted by the Declarant in the event of any change in the composition of Row Homes in the Development or in the event that all Dwelling Units have not been conveyed by the Declarant, or both. Upon the creation of the Association, the Board shall determine an initial Aggregate Annual Assessment for the period commencing on the date on which the Association is incorporated and ending on December 31st of that calendar year.

Section 4. Special Assessments: (a) In addition to the annual assessments authorized pursuant to Section 3, hereof, the Board may at any time and 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 or reserve for the current calendar year. Any special assessment must first be approved by the affirmative vote of not less than two-thirds (2/3) of the votes cast at the annual or a special meeting of the Members called and held in accordance with the provisions of Section 5 hereof. Special assessments shall be allocated to each Owner in the same manner as such Owner's proportionate share of the Aggregate Annual Assessment unless the Board shall determine that the benefits of any expense or any part thereof accrue to less than all Dwelling Units or to certain dwelling Units to a greater degree than to other Dwelling Units, in which case the Board shall serve notice on the appropriate Owners of any such special assessment or part thereof, including without limitation, the special assessments described in subsection 4(b), which notice shall consist of a written statement setting forth the reason for the special assessment, the amount and date on which such special assessment (or installment thereof) shall become due and payable. The Declarant shall be liable for the payment of special assessments only on those Dwelling Units for which the Declarant is obligated to pay a regular assessment.

(b) Subsequent Special Assessment for Capital Improvements: In addition to the annual assessments authorized in Section 3 above, and the special assessment authorized in Section 4(a) above, the Association (or during the Development Period, the Declarant) may levy, in any assessment year, a common assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas or Common Maintenance Areas not prohibited by this Declaration, including fixtures and personal property related thereto, provided that any such assessment for those capital improvements or repairs exceeding \$5,000.00 shall have the assent of two-thirds (2/3) of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4: Written notice of the place, day, hour and purpose of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 (a) & (b) of this Article VIII shall be sent to all members

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not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first meeting called, the presence of 60 percent (60%) of the members of the Association or of proxies entitled to cast 60 percent (60%) of the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. In the event that a quorum is still not achieved at the second meeting, then the Declarant, during the development period, shall have the sole and exclusive authority to initiate a special assessment and carry out capital improvements more fully described in Section 4 herein without first obtaining the approval of the required number of members of the Association as further defined in Sections 4 and 5 herein.

Section 6. Uniform Rate of Assessment: Both annual and special assessments arising under Article VIII, Sections 3, and 4, must be fixed at a uniform rate for all Dwelling Units, provided, however, that, as stated in Article VIII, Section 10, any unimproved Dwelling Unit owned by the Declarant shall not be subject to any assessments or charges described in this Declaration. Assessments shall be collected on a monthly, bimonthly, quarterly, or annual basis as determined by the Declarant during the development period, or by the Association for periods after the development period.

Section 7. Date of Commencement of Annual Assessment: Due Dates: The annual assessments described in this Article shall commence during the first calendar month following recording of the plat of Backyard. The first annual assessment for each Dwelling Unit Owner shall be adjusted according to the number of months remaining in the calendar year calculated from the date of recording. After the development period expires, the Board of Directors shall fix the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specific Dwelling Unit has been paid. A properly executed certificate of the Association as to the status of assessments on a Dwelling Unit is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments, Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent (12%) per annum. Each Owner hereby expressly vests in the Declarant during the development period, or the Association after the development period, or their agents the rights and powers to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, excluding foreclosure by an action brought in the name of the Association. The liens provided for in this Section shall be in favor of the Association and shall be for the benefit of the Association. The Owner is responsible for payment of all reasonable attorney fees incurred in collecting past due assessments or enforcing the terms of assessment liens. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas, Common Maintenance Areas or abandonment of his Dwelling Unit.

The Association shall have the right to suspend the voting rights and enjoyment of Common Areas (see Article XI, Section 3) of an Owner for any period during which any assessment against the

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Dwelling Unit remains unpaid and for a period not to exceed sixty (60) days per infraction for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

Section 9. Subordination of the Lien to Mortgage: The lien for assessments, provided for in this Article, shall be subordinate to the lien of any mortgages or deeds of trust ("mortgages"). Sale or transfer of any Dwelling Unit shall not affect the assessment lien. However, the sale or transfer of any Dwelling Unit pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, or the first mortgage holders' acceptance of a deed in lieu of foreclosure, shall extinguish the lien created pursuant to this Article as to payments which become due prior to such sale or transfer. No sale or transfer, however, (a) shall relieve such Dwelling Unit Owner or Dwelling Unit from liability for any assessments thereafter becoming due nor from the lien thereof, nor (b) shall relieve the delinquent Owner from personal liability for the amount of the payments which become due prior to such sale or transfer, and for costs and reasonable attorney fees.

Section 10. Exempt Property: All property dedicated to and accepted by local public authority shall be exempt from the assessments provided for in this Article. Dwelling Unit within Backyard owned by Declarant, and all Common Areas, shall be exempt from any and all assessments provided for in this Declaration. This Section shall apply notwithstanding any other provision to the contrary in this Declaration.

Section 11. Management by Declarant During the Development Period: Declarant, at its option, shall have and may exercise all of the rights and powers herein given to the Association. Such rights and powers are reserved by the Declarant, its successors and assigns as provided in Article III. Declarant shall have the right and option to assess Owners for actual costs of maintaining Common Areas, Common Maintenance Areas, and rights-of-way, and to assess a plat management fee during the development period as set forth in Article VII, Section 4.

ARTICLE IX MAINTENANCE OF DWELLING UNITS

Section 1. Exterior Maintenance by Owner: Each Dwelling Unit, including the granted rights to the exclusive permanent easement area, and Subject to Section 2, of this Article IX, shall maintain their Dwelling Unit, in a neat, clean and slightly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials, and other debris. All landscaping areas shall be regularly maintained and trimmed to present a clean, neat, and well-maintained appearance. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Parcels, except that a regularly tended compost device shall not be prohibited. No storage of goods, or other equipment or device shall be permitted in open view from any Dwelling Unit.

Section 2. Dwelling Unit Maintenance by the Association: The Association shall maintain, repair and replace, at the expense of the Owners benefited thereby, exterior walls and exterior of windows of the Row Homes. In the event that an Owner shall fail to maintain their premises and the improvements situated thereon in a manner consistent with maintenance standards of the Backyard community, the Board shall, upon receipt of written complaint of any Owner and the subsequent investigation which verifies that complaint, have the right through its agents and employees to enter upon the offending Owner's Dwelling Unit and repair, maintain and restore the

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Dwelling Unit and exterior of the improvements on that Dwelling Unit if the Owner shall fail to respond in a manner satisfactory to the Board within forty-five (45) days after mailing of adequate notice by certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Dwelling Unit, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law for enforcement of labor liens and materialman's liens. In the event that the estimated cost of such repair should exceed one-half of one percent (0.50%) of the County Tax Assessor assessed value of the Dwelling Unit and improvements on the Dwelling Unit, the Board shall be required to have the assent of two-thirds (2/3) of the Members before undertaking such repairs.

Section 3. Enforcement During the Development Period: During the Development Period, the Declarant may elect to exercise and perform the functions of the Board. If the Declarant elects not to perform this function or at any time elects to no longer perform this function, the Declarant may appoint the Temporary Board to function as provided herein.

ARTICLE X ARCHITECTURAL CONTROL COMMITTEE

Section 1 Membership: The Committee shall consist of five persons who shall be appointed by the Board. Until the initial meeting of voting members, the Declarant shall designate the members of the Committee. Thereafter, until the Declarant shall have sold and conveyed title to all Dwelling Units in the Development Site, the Declarant shall designate three (3) members of the Committee and the Board shall appoint the two (2) remaining member. Upon the sale and conveyance by the Declarant of all of the Dwelling Units, all five (5) members shall be appointed by the Board. Except for members designated by the Declarant, each member of the Committee shall be an Owner and shall reside in a Dwelling Unit.

Section 2 Powers and Duties: The 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 Row Home or other matter described in this Declaration as requiring approval of the 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, trash removal and the enforcement of the provisions of this Declaration in relation thereto; and

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

Section 3 Procedures: Any matter requiring the approval of the Committee shall be submitted to the Committee in writing and, if approval of any alteration or addition to a Row Home 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 to exceed

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thirty (30) days after receipt of all such items, the 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 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.

If additional items shall be required pursuant to subsection (b) above, within a reasonable period of time not to exceed ten (10) days from the date of receipt of all such items, the 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's request for approval shall have been denied, such Owner shall have the right to appeal the decision of the Committee to the Board pursuant to Section 4 hereof.

Section 4 Right of Appeal: Any adverse decision of the 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 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 Article XIII Section 23, the manner in which the Committee has applied such criteria to the matter under review in respect to the overall enhancement and preservation of the value and desirability of the Parcel.

Section 5 Review Criteria: In evaluating requests by Owners for approvals required of the Committee hereunder, the factors to be considered by the Committee shall include those set forth in Article XIII Section 23 and the following:

(a) the architectural integrity and compatibility of any proposed exterior modification to a Row Home with the design, color scheme and materials of such Row Home as originally constructed, in regard to which the Committee shall not have the authority to approve an exterior alteration or addition that:

- (i) changes color schemes or architectural styles from those originally constructed by the Declarant;
- (ii) substitutes materials of lesser quality than those originally furnished by the Declarant; or
- (iii) results in a change in the grade of a Dwelling Unit or the elevation, size or basic exterior design from that originally provided by Declarant, including, by way of example and not limitation, changes in door and window placement or addition of a penthouse not part of the original construction of a Row Home.

(b) the aesthetic effect of any proposed modification to exterior fences or exterior lighting; and

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(c) such other factors as the Committee deems relevant in assessing the overall effect of the Owner's request upon the maintenance and operation of the Parcel.

Section 6 Final Board Approval: There is hereby reserved to Board the power to modify or reverse any decision of the Committee, whether approving or denying an Owner's request, if, in the Board's judgment, which shall not be subject to challenge or review, the Committee, in rendering such decision, has failed to correctly apply the criteria set forth in Article XIII Section 23 herein.

ARTICLE XI HOMEOWNERS ASSOCIATION

Section 1 None Profit Corporation: The Association shall be a non-profit corporation under the laws of the state of Illinois.

Section 2 Membership: Every person or entity (including Declarant) who is an Owner of any Dwelling Unit shall become a member of the Association. Membership shall be appurtenant to the Dwelling Unit and may not be separated from ownership of any Dwelling Unit and shall not be assigned or conveyed in any way except upon the transfer of title to, or a real estate contract vendee's interest in said Dwelling Unit and then only to the transferee of either the title to the Dwelling Unit or the vendee's interest in the Dwelling Unit. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association.

Section 3 Voting Rights: The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owners, with the exceptions of the Declarant while the Declarant is a Class B member. Class A members shall be entitled to a vote equal to their percentage of ownership of the Dwelling Unit as set out in Exhibit E. When more than one (1) person holds an interest in any Dwelling Unit, all such persons shall be members. The vote for such Dwelling Unit shall be exercised as they by majority determine, but in no event shall more than one (1) vote be cast with respect to any Dwelling Unit, nor shall any vote be divided. When more than one person holds an interest in any Dwelling Unit, all such persons shall unanimously designate (in writing delivered to the secretary of the Association) one of the persons (owning an interest in the Dwelling Unit) to vote (in person or by proxy) the vote for such Dwelling Unit.

Class B: Class B member(s) shall be the Declarant (as defined in this Declaration), and shall be entitled to three (3) times the percentage of ownership for each Dwelling Unit owned. The Class B membership shall cease and be converted to Class A membership on January 1, 2016. The Declarant shall become a Class A member as to any Dwelling Units owned by the Declarant on January 1, 2016.

The voting rights of any Owner may be suspended as provided for either in this Declaration, or in the Articles, or in the Bylaws of the Association. The Declarant, during the development period, or the Association, after the Development period, shall have the right to suspend the voting rights of a member for (i) any period during which any assessment, or any other charge (as defined in Article XI Section 3), against the Dwelling Unit remains unpaid, and (ii) for a period of not to exceed sixty (60) days each for any (and for each separate) infraction of the terms of this Declaration, the Articles or the Bylaws of the Association.

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Section 4 Meetings: Meetings shall be conducted in accord with the specifications set forth in the Bylaws of Backyard Homeowners Association.

ARTICLE XII MANAGEMENT BY BOARD

Section 1 Expiration of the Development Period: Upon expiration of the Declarant's management authority under Article III, all administrative power and authority shall vest in a Board of seven (7) directors who are to be members of the Association. The Association, by amendment of the Bylaws, may increase the number of directors. All Board positions shall be open for election at the first annual meeting after termination of the Development Period under Article III. The initial meeting of voting members shall be held upon not less than ten (10) days written notice from the Declarant of the termination of the Development Period, as provided for in Article III Section 1. Thereafter, there shall be an annual meeting of the voting members on or about the second Tuesday of October of each succeeding year thereafter, or at such other reasonable date, time and at such place as may be designated by written notice from the Board.

Section 2 (a) The initial Board designated by the Declarant 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 this Section 2. At the initial meeting held as provided in Section 1 hereof, the voting members shall elect seven (7) 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, in accordance with their percentage of ownership, as shown in **Exhibit E**, 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 and as provided in Article V Section 2 of the By Laws. 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. A majority of the total number of members on the Board shall constitute a quorum.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members and who shall be the chief executive officer of the Board and Association, a Vice President, a Secretary who shall keep minutes of all meetings, a Treasurer and such other officers as the Board shall see fit. Except for directors designated by the Declarant, any Board member may be removed from office by the affirmative vote of voting members holding two-thirds (2/3) of the total votes.

(c) The terms which the Board members will serve are defined in the Bylaws.

Section 3 Powers of the Board: All powers of the Board must be exercised in accord with the specifications which are set forth in the Bylaws. The Board, for the benefit of all the Parcels and the Dwelling Unit Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association

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that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation but not limitation:

(a) Insurance: Obtain policies of insurance for Common Areas and Common Maintenance Areas.

(b) Legal and Accounting Services: Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Areas and Common Maintenance Areas, or the enforcement of this Declaration.

(c) Maintenance. Pay from Association funds, all costs of maintaining the Common Areas and Common Maintenance Areas.

(d) Maintenance of Dwelling Units: Subject to the requirements of Article IX, Section 2, maintain any Dwelling Unit if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Maintenance Areas, or (2) to preserve the appearance and value of the Parcels or Dwelling Unit. The Board may authorize such maintenance activities if the Owner or Owners of the Dwelling Unit have failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Dwelling Unit, provided that the Board shall levy a special assessment against the Owner or Owners of such Dwelling Unit and the Dwelling Unit for the cost of such maintenance.

(e) Discharge of Liens. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire Parcels or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Parcels rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the entire cost of discharging the lien(s) and all of any costs or expenses, including reasonable attorney fees and cost of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners.

(f) Utilities: Pay all utility charges attributable to Common Areas and Common Maintenance Areas.

(g) Security: Pay all costs deemed appropriate by the Board to ensure adequate security for the Dwelling Units and Common Areas and Common Maintenance Areas constituting the residential community created on the Parcels.

(h) Right to Contract: Have the exclusive right to contract for goods, services, maintenance, and capital improvements provided, however, that such right of contract shall be subject to the provisions of this Declaration.

(i) Improvement of Common Areas and Common Maintenance Areas: Improve the Common Areas and Common Maintenance Areas with capital improvements to such Common Areas and Common Maintenance Areas; provided that for those capital improvements exceeding

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\$5,000.00, the addition of such capital improvements to the Common Areas and Common Maintenance Areas must be approved by two-thirds (2/3) of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose (subject to notice and quorum requirements as set forth in Article VIII Section 5 herein). This approval is not required for the special assessment set forth in Article VIII Section 4(a).

(j) Right of Entry: Enter any Dwelling Unit, when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Dwelling Unit 24 hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the Association's expense, if the entry was due to an emergency (unless the emergency was caused by the Owner of the Dwelling Unit entered, in which case the cost shall be specially assessed to the Dwelling Unit and against the Owner of the Dwelling Unit). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Dwelling Unit, the cost of such repair or maintenance activity shall be specially assessed to that Dwelling Unit and against the Owner of that Dwelling Unit. If the emergency or the need for maintenance or repair was caused by another Owner of another Dwelling Unit, the cost thereof shall be specially assessed against the Owner of the other Dwelling Unit and against the other Dwelling Unit.

(k) Promulgation of Rules: Adopt and publish any rules and regulations governing the members and their guests and establish penalties for any infraction thereof.

(l) Declaration of Vacancies: Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three (3) consecutive regular meetings of the Board.

(m) Employment of Manager: Employ a manager, as independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees.

(n) Payment for Goods and Services: Pay for all goods and services required for the proper functioning of the Common Areas and Common Maintenance Areas.

(o) Impose Assessments: Impose annual and special assessments.

(p) Bank Account: Open a bank account on behalf of the Association and designate the signatories required.

(q) Exercise of Powers, Duties and Authority: Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions by the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

Section 4 This Article XII is subject to the provisions of Article III.

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ARTICLE XIII EASEMENTS LAND USE RESTRICTIONS

Section 1 All Dwelling Units within Backyard shall be used solely for private single-family residential purposes. Private single-family residences shall consist of no less than one (1) Dwelling Unit, and no Dwelling Unit shall ever be further subdivided.

Section 2 Easements for Support, Party Walls and Certain Encroachments:

(a) Each Owner of a Dwelling Unit located on the Parcel is hereby granted the following perpetual non-exclusive easements for support and use if and to the extent required by reason of the design or construction of the Row Home located on the Dwelling Unit owned by such Owner: (i) in and to all foundations, footings, structural members, supporting components, overlapping materials and/or any other shared condition of and for the Row Home owned by such Owner which are located on any adjoining Dwelling Unit which is not owned by such Owner; and (ii) in and to each exterior wall of and for the Row Home owned by such Owner which is located on any adjoining Dwelling Unit which is not owned by such Owner. Declarant reserves a perpetual non-exclusive easement for support and use in and to all foundations, footings, structural members, exterior walls and supporting components of the Row Home to be constructed on Dwelling Unit to construct, install, operate, maintain, repair, renew and replace an emergency walkway and exit stair.

(b) In the event that by reason of construction, settlement or shifting, any portion of a Row Home located on a Dwelling Unit encroaches or shall hereafter encroach upon or under any portion of any other Dwelling Unit which is not owned by the Owner of the Row Home 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, sprinkler system components or other utility facilities serving more than one Row Home encroach or shall hereafter encroach upon any part of any Dwelling Unit, or if, by reason of the design or the construction of any Row Home, it shall be necessary or advantageous for any Owner to occupy or use any portion of the Common Area or other Dwelling Unit for any reasonable use appurtenant to said Row Home, including but not limited to decks, bay windows or balconies, valid easements for the maintenance of such encroachment and for such use of the Common Area are hereby established and shall exist for the benefit of the Owner of the Row Home so encroaching for so long as the encroachment exists. In no event shall a valid easement for any encroachment or use of the Common Area or any Dwelling Unit 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 Dwelling Unit or Common Area burdened thereby or such encroachment results from the negligent or willful conduct of the Owner of the Row Home so encroaching.

Section 3 Utility Easements: The City, Cable, Peoples Energy, Commonwealth Edison Company, all other public utilities serving the Development Site (including any utility company providing cable, micro-wave or other satellite television service) and their respective successors and assigns are hereby granted the right to lay, construct, renew, operate, repair, replace and maintain conduits, raceways, cables, pipes, mains, sanitary and storm sewers and services, drainage ways and sewages, ducts, wires, street lights and other equipment into and through the

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Common Area, underneath Dwelling Units or on other areas of the Parcel designated on the Plat or grant of easement made pursuant to this Declaration which Declarant may from time to time cause to be recorded with the Recorder for the purpose of providing the Dwelling Units and Common Area with such utilities, provided that the easement underneath Dwelling Units shall not include the right of surface access subsequent to the construction of improvements on such Dwelling Units.

Section 4 Access Easements: Each Owner of a Dwelling Unit located on the Parcel is hereby granted the following perpetual non-exclusive easements: (a) for vehicular and pedestrian access, ingress and egress on, over and across Private Roads, Alley and Sidewalks, and easements if any, as delineated on the Plat; (b) for pedestrian access, ingress and egress on, over and across the Courtyards and sidewalks, if any; (c) for access on, over and across the Common Area and Common Facilities thereon at reasonable times and locations to effectuate repairs and improvements by an Owner and his contractors and agents to the Row Home on the dwelling Unit owned by such Owner if and when such access may be required for such purpose; (d) for certain shared entryways which serve more than one Dwelling Unit, "Shared Entry" and to the extent that a Shared Entry encroaches on the Common Area. The Owners, if any, whose Parcels are accessed and benefited by such Shared Entries shall be responsible for maintaining, insuring and repairing said Shared Entries and such expenses shall not be paid from the Maintenance Fund; and (e) for emergency access and egress on, over and across the roofs, if any, decks, balconies, exterior stairways and gates on adjacent Dwelling Units in the event of an imminent threat to personal safety and /or to access Stair towers. The easements hereinabove granted in this Section 4 shall benefit the Owners and other occupants, from time to time, of the Dwelling Units herein described 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 this Section 4 by the Persons benefited thereby, including, by way of example and not limitation, rules and regulations pertaining to the use of security gates and security access control devices and equipment, parking restrictions and towing of illegally parked vehicles.

Section 5 City Easement: A perpetual non-exclusive easement for ingress and egress over the Courtyards and Sidewalks, if any, is granted to the City, its employees and agents for purposes of providing the Owners and the Development Site with such public services as may be furnished by the City from time to time to the Owners.

Section 6 General Provisions: All easements described in this Declaration, are perpetual non-exclusive easements, unless otherwise designated, appurtenant, running with the land. They shall at all times inure to the benefit of and be binding on the undersigned, the Declarant, the Owners, the entities referenced herein and the mortgagees from time to time of any Dwelling Unit and their respective heirs, administrators, executors, personal representatives, successors and assigns.

Section 7 No Dwelling Unit shall be used in a fashion which unreasonably interferes with any other Owner's right to use and enjoy the other Owner's Dwelling Units. The Board, the Committee designated by it, or the Declarants during the development period, shall determine whether any given use of a Dwelling Unit unreasonably interferes with those rights; such determinations shall be conclusive.

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Section 8 Intentional omitted.

Section 9 No animals of any kind shall be raised, bred or kept in or about any Dwelling Unit except that dogs, cats or other usual household pets may be kept in a Row Home, subject to rules and regulations from time to time adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose; and further provided that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Parcel upon three (3) days' prior written notice from the Board. Pets shall be leashed at all times when outside any Row Home and no pet shall be permitted to urinate or defecate on any Dwelling Unit or on the Common Area other than the area designated as the "dog run", if any, provided that all animal refuse is removed by the pet owner. Any pet excrement shall be immediately removed from public or private property by the pet's owner. Unless permitted by rules and regulations adopted by the Board, pets shall not be walked on any of the Common Area. No snakes or poisonous insects shall be permitted to be kept in or about any Dwelling Unit.

Section 10 No noxious, offensive or illegal activity shall be carried on anywhere on a Dwelling Unit or Common Area, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants.

Section 11 No vehicle shall be parked on any portion of the Common Area, or easement areas. The foregoing restriction shall not apply to any trucks or other vehicles owned by the Declarant, its contractors, subcontractors, material suppliers, agents and employees which may be parked on any portion of the Common Area, easement areas or any Dwelling Units owned by the Declarant during the construction and marketing of the development or necessary to make service calls.

Section 12 No clotheslines, clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of a Dwelling Unit. All rubbish, trash, and garbage shall be placed in closed plastic bags, deposited in the trash receptacles provided by the Association, or if not so provided in a trash receptacle approved by the City, and regularly removed from each Dwelling Unit, no burning of trash shall be permitted. In the event the Association elects to provide trash receptacles, each Owner shall place its trash in the receptacle designated for use for his Dwelling Unit.

Section 13 With the exception of machinery, equipment, building materials and supplies and similar items which the Declarant may store or permit to be stored upon any Dwelling Unit owned by the Declarant during construction and marketing of Dwelling Units, no machinery, equipment, building materials and supplies or similar items may be stored, kept or maintained on any part of a Dwelling Unit. No lawn furniture, swing sets, playpens, sandboxes or other recreational or playground equipment or barbecue grills may be placed or used on any part of the Common Area or on any part of a Dwelling Unit except within the fenced-in front yard area adjacent to a Row Home. No basketball poles or nets shall be permitted on the exterior of any Row Home or anywhere on a Dwelling Unit, no swimming pools (other than portable, non-permanent children's wading pools) shall be permitted on any Dwelling Unit, or no statuary, sculpture or other objects purporting to be artistic in nature shall be located outside on a Dwelling Unit without the prior written approval of the Committee.

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Section 14 All exterior lighting and seasonal lighting and decorating on a Dwelling Unit shall be subject to rules, regulations and limitations of the Board and all seasonal lighting and decorating shall be removed no later than thirty (30) days after the last day of the holiday to which they relate.

Section 15 No radio or television antennas or satellite dishes (except as permitted below) shall be affixed to or placed in, through or upon the exterior walls, roof or windows of a Row Home or shall be installed anywhere on any part of a Dwelling Unit, except in accordance with Article XIII Section 3 herein and except for satellite dishes which may be placed on the roof of a Row Home only provided such satellite dishes are not visible from the street or Private Road and are installed in accordance with specifications approved by the Board, and in compliance with applicable federal regulations. No shortwave radio or other type of radio transmitter shall be permitted in or about any Row Home which may interfere with the radio or television reception in any Row Home. No Owner shall at any time install recessed speakers in common walls or common ceilings of a Row Home. In addition, the Owner of a Row Home shall be responsible for the addition of any soundproofing in such Row Home should it become necessary to prevent sound from audio equipment or otherwise from being transmitted into adjoining Row Homes.

Section 16 No wall sleeve or window air conditioning unit shall be installed in any Row Home without the prior approval of the Committee. Each wall sleeve or window air conditioning unit permitted or approved pursuant to the immediately preceding sentence shall be neat, properly maintained and in keeping with the character of the community and shall be allowed only between May 1 and September 30 of each year.

Section 17 No additions of any kind shall be made on a Dwelling Unit which would increase the square footage of the existing improvements. No sheds, greenhouses, solariums, out buildings, storage buildings, tents or other structures of any kind shall be erected on any part of a dwelling Unit, without the prior approval of the Committee. Carpet runners shall be installed on all wood or other hard surface stairs installed by any Owner. Garages shall be used for storage of vehicles as permitted herein and for no other purpose including, but not limited to, the making of mechanical repairs to vehicles. Garage doors shall remain closed to the extent possible.

Section 18 No Owner shall alter the grading of his Dwelling Unit from the grading originally installed by the Declarant. No Owner shall remove any shrubbery, trees, gardens, plants, rock gardens, fountains or other elements of landscaping originally furnished to his Dwelling Unit by the Declarant on his Dwelling Unit (except for replacement of any dead landscaping and landscaping other than trees within the fenced-in front or side yard area and except as approved by the Committee). Any additional landscaping installed by an Owner on his Dwelling Unit within the fenced in front yard area shall be of size and style consistent with the landscaping furnished by the Declarant. No modifications in the color, materials or otherwise of the exterior of a Dwelling Unit from that originally furnished by the Declarant shall be permitted without the approval of the Committee as provided in Article X.

Section 19 No sign, banner, billboard, or other display or advertising device of any character shall be erected or maintained upon any part of a Dwelling Unit, except by the Declarant. Subject to applicable law, one "For Sale" sign containing no more than six (6) square feet may be exhibited

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on a Dwelling Unit in such location as shall be approved by the Board, but in no event in a window of a Row Home.

Section 20 Other than fences originally installed by the Declarant, no fence shall be erected or maintained on a Dwelling Unit without the prior approval of the Committee. No fence may be erected that differs in design, material, color or height from the fence installed by the Declarant.

Section 21 No exterior addition to or exterior change or alteration in a Row Home, including, but not limited to, structural additions, storm doors and windows, exterior lighting, railings, flower boxes, benches, shutters and seal coating of driveways, shall be made, done or performed except in compliance with Article VI. Any such exterior addition to or exterior change or alteration to a Row Home approved by the Committee (i) shall be of color, design, material and construction at least equal to that of the Row Home as originally constructed, (ii) shall comply with all applicable building, fire and safety laws, statutes, ordinances and any other requirements of the City, and the zoning as approved by the City for the Parcel, (iii) shall be performed in a good and workmanlike manner, (iv) shall harmonize, to the satisfaction of the Committee as to design, color, location and size, with surrounding structures and topography, (v) comply with the terms of all existing easement agreements.

Section 22 No snowmobiles, dune buggies or similar type motorized vehicles may be operated anywhere on the Parcel.

Section 23 No planting or landscaping by an Owner shall be permitted on a Dwelling Unit (except within the fenced-in front or side yard area to the Dwelling Unit). All landscaping and maintenance thereof on the Dwelling Units (except within the fenced-in front or side yard areas to the Dwelling Units) and Common Area shall be the initial responsibility of the Declarant and become the responsibility of the Association upon its creation. Landscape plants, trees, bushes and other material which shall be removed by the Association by reason of damage, disease, overgrowth or other reason shall be replaced in type, size and kind by the Association. No plants or seeds or other things or conditions harboring or breeding infectious plant disease or noxious insects shall be introduced or maintained upon or in any portion of the Parcel.

Section 24 There shall be no obstruction of the Common Area and nothing shall be stored on the Common Area without the prior consent of the Board, except as otherwise in this Declaration expressly provided. At no time shall, if any, gates between roofs or walkways or stairways for emergency exiting be installed or locked or the means of emergency egress be blocked.

Section 25 Nothing shall be done or kept in or upon any portion of the Dwelling Unit or the Common Area which will result in (a) an increase in premiums for any insurance secured by an Owner or the Association over then prevailing rates, without the prior written consent of the Board, or (b) the cancellation of any insurance on any Dwelling Unit or other improvement on the Parcel, or (c) the violation of any law.

Section 26 No waste shall be committed on the Parcel by any Owner.

Section 27 Nothing shall be done or maintained on the Parcels which may become an activity or condition which unreasonably interferes with the rights this Declarants gives other Owners to

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use and enjoy any part of the Parcels. No activity or condition shall be conducted or maintained on any part of the Parcels which detracts from the value of the Parcels as a residential community. No untidy or unsightly condition shall be maintained on any property

Notwithstanding anything in this Section 27 of Article XIII to the contrary, during the development period the Declarants may permit trailers "temporary trailers") to be placed upon Owner's Dwelling Units to facilitate the sale of the Dwelling Units and the construction of residences (and residence-associated improvements) upon the Dwelling Units.

Section 28 Any signs not specifically approved by the Declarant found anywhere on Dwelling Units in Backyard, the Common Areas, the Common Maintenance Areas, (or any other portion of the property identified on the attached Exhibits "A" and "B"), or on adjacent rights-of-way, may be promptly removed and disposed of by the Declarant. The absolute right of the Declarant to remove unauthorized signs from the Parcel specifically includes, but is not limited to, the Declarant's right to remove any and all signs placed by real estate agencies or their representatives, including temporary reader board signs and other signage installations.

No person, including, but not limited to, the person or persons owning any interest in the signs removed, shall be entitled to compensation of any kind for sign(s) removed by Declarant pursuant to this Section.

Section 29 Delegation of Use and Responsibilities. Any owner may delegate, to members of his family or his tenants, in accordance with the Bylaws of Backyard Homeowners Association, the Owner's right of enjoyment of Common Areas and Common Maintenance Areas. In the event an Owner rents or leases his property, a copy of this Declaration, as well as any rules and regulations that may be adopted by the Association, shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service personnel of the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association as they may relate to appropriate community behavior. Each Owner personally, and the Owner's Dwelling Unit, shall be responsible for any damages to any Common Areas and Common Maintenance Areas (or any other area maintained by the Association) or to any other Association property, whether real or personal, caused by an Owner's family, guest, tenant, agent, workman, contractor or other licensee or invitee. The Association shall have a lien upon the Owner's Dwelling Unit for the amount of damages.

ARTICLE XIV FIRST MORTGAGEES' RIGHTS

Section 1 Mortgagees' Consent: The prior written approval of fifty-one percent (51%) of the holders of the first mortgages on Dwelling Units shall be required for the Association to do or permit to be done any of the following:

- (a) Adoption of an amendment to this Declaration which changes any provision of this Declaration which specifically grants rights to the holders of first mortgages on any Dwelling Unit;
- (b) The removal of the Parcel from the provisions of this Declaration.

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Section 2 Notice to First Mortgagees: Each Owner shall notify the Association of the name and address of his first mortgagee and the Association shall maintain a record of such information with respect to all Dwelling Units. Each first mortgagee shall have the right to examine the books and records of the Association at the place where such books and records are maintained at any reasonable time upon prior written request. Upon the specific written request of a first mortgagee to the Board, the first mortgagee shall receive any one or more of the following designated in the request:

(a) Notice of any decision by the Owners to make any material amendment to this Declaration;

(b) Notice of substantial damage to or destruction of any Dwelling Unit (in excess of \$100,000.00) or any part of the Common Area or Common Facilities (in excess of \$100,000.00);

(c) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any Dwelling Unit or any part of the Common Facilities or Common Area;

(d) Notice of any default in payment of assessments by the Owner of the Dwelling Unit which is subject to the first mortgagee's mortgage, when such default is not cured by the Owner within sixty (60) days after the giving of notice by the Association to the Owner of the existence of the default;

(e) Any lapse or cancellation of any insurance coverage required to be maintained by the Association; or

(f) Any proposed action that requires the consent of a specified percentage of holders of first mortgages.

The request of a first mortgagee shall specify those items and matters described above which it desires to receive and shall indicate the address to which notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a first mortgagee who has made a proper written request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a first mortgagee hereunder and in the event of multiple requests from purported first mortgagees of the same Dwelling Unit, the Association shall honor the most recent request received.

ARTICLE XV ADDITIONAL LAND

Section 1 Additions to the Parcel: Declarant shall not be obligated to submit any Additional Land to this Declaration.

Section 2 Supplementary Declarations: In the event that the Declarant elects to annex some additional land to the Parcel, the Declarant shall record with the Recorder a supplementary declaration ("Supplementary Declaration") which shall contain the legal description of the portion

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or portions of the additional land so annexed. Upon the recording of such Supplementary Declaration, the portion or portions of the additional land described therein shall be annexed to the Parcel and shall become subject to all of the terms, covenants and conditions contained in this Declaration; provided, however, that each such Supplementary Declaration may contain such additions to and modifications of the terms, covenants, obligations and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the development of the additional land and as are consistent with the scheme and spirit of this Declaration.

ARTICLE XVI GENERAL PROVISIONS

Section 1 Amendment by Declarant: This Declaration may be amended by the Declarant at any time and from time to time in any manner prior to the conveyance by Declarant of any Row Home Dwelling Unit. Declarant 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 and loan association) to make, purchase, sell, insure or guarantee first mortgages covering Row Home Dwelling Units, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit, supplement or amendment hereto. After the sale of any Row Home Dwelling Unit and prior to the initial meeting of voting members, the Declarant shall have the right to change or modify this Declaration (provided, however, that the provisions of Article VIII Section 9 shall not be amended or modified without the consent of one hundred percent (100%) of the mortgagees holding first mortgages on Row Home Dwelling Units) provided such change or modification shall not unfairly or unreasonably affect any rights of the Owners. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make any change or modification as authorized hereunder on behalf of each Owner as attorney-in-fact for such Owner. Each deed, mortgage, trust deed, or other evidence of obligation affecting a Row Home Dwelling Unit 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 being recorded with the Recorder. The right of Declarant to act pursuant to rights reserved or granted under this Article XVI Section 1, shall terminate at such time as the Declarant no longer holds or controls title to a Row Home Dwelling Unit under construction or intended by Declarant to be constructed upon the Development Site.

Section 2 Severability: Invalidation by legislation, judgment or court order of all or any portion of any of the covenants, restrictions, easements, conditions, reservations, liens and charges created or imposed by this Declaration shall in no way affect any other provisions of this Declaration, all of which shall remain in full force and effect.

Section 3 Amendment: After the initial meeting of 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 three-fourths (3/4ths) of the Row Home Dwelling Units

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which are subject to the provisions of this Declaration, and containing an affidavit by an officer of the Association certifying that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Row Home Dwelling Unit not less than five (5) days prior to the date of such affidavit. No amendment affecting the right of the holder of any first mortgage or trust deed on a Row Home Dwelling Unit shall be made without the consent of such mortgagee or holder. An amendment shall not be effective until it is recorded with the Recorder. Those provisions of this Declaration relating to the rights, privileges or obligations of the Declarant may be amended only with the prior written consent of the Declarant.

Section 4 Notices:

(a) Any notice required or permitted to be given under this Declaration or the By-Laws shall be in writing. Any notice hereunder may be served as provided for in the By Laws. Any such notice served by mail shall be addressed or delivered as follows:

(i) If to an Owner, to the Person or Persons and to the address designated by such Owner as reflected on the books of Declarant or the Association and, in the absence thereof, to the Owner at the address of his Row Home;

(ii) 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 Declarant or 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;

(iii) If to the Association:

Backyard Home Owner Association
2248 W Belmont Suite 160
Chicago, IL 60618

(iv) If to the Declarant:

Clark Street Equities LLC
2248 W Belmont Suite 160
Chicago, IL 60618

(v) If to a first mortgagee of a Row Home Dwelling Unit, at its address provided pursuant to Article XIV Section 2.

(b) The Declarant, the Board and the Association, respectively, may designate a different address for notice purposes by giving written notice thereof to all Owners in the manner provided herein. Any Owner may designate a different address for notice purposes by giving written notice thereof to the Declarant, the Association and the Board in the manner provided herein. Any first mortgagee of a Row Home Dwelling Unit may designate a different address by giving written notice thereof to the Declarant, the Association and the Board in the manner provided herein. All notices shall be deemed served three (3) days after being deposited in the United States mail, or on the day and at the time delivered in person.

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Section 5 Ownership of Common Area and Common Facilities: Title to the Common Area and Common Facilities shall be held by Declarant until the date on which all Row Home Dwelling Units have been sold by the Declarant or sooner at the option of the Declarant, at which time title to the Common Area and Common Facilities shall be transferred by the Declarant to the Association by a quitclaim deed and other appropriate documentation.

Section 6 Title Holding Land Trust: In the event title to any Row Home Dwelling Unit is conveyed to and held by a title holding trust, under the terms of which all power of management, operation and control of such Row Home Dwelling Unit remains vested in the trust beneficiary or beneficiaries, then the beneficiary or 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 Row Home Dwelling Unit. No claim shall be made against any such title holding trustee personally for payment of any liens or obligations created hereunder and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon such Row Home Dwelling Unit and the obligation of the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Row Home Dwelling Unit.

Section 7 Sale, Lease or Transfer:

(a) General: Each Owner who is a grantee of the Declarant, each subsequent Owner by the acceptance of a deed of conveyance for a Row Home Dwelling Unit, each tenant under a lease of a Row Home Dwelling Unit and each Contract Purchaser, devisee, donee or transferee of a Row Home Dwelling Unit or any interest therein, whether or not so expressed in any such deed, instrument or lease, 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 an interest or estate in a Row Home Dwelling Unit, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every such deed, instrument or lease.

(b) Unrestricted Transfer: Except as otherwise provided in the purchase agreement for a Row Home Dwelling Unit between an Owner and the Declarant and subject to the provisions of subsection (c) of this Article XVI Section 7, each Owner of a Row Home Dwelling Unit shall at all times be free to sell, give, devise, convey, lease or otherwise transfer fee simple title to the Row Home Dwelling Unit or any interest therein owned by such Owner. Notice of any such transfer by an Owner other than the Declarant shall be given to the Board, in the manner provided in this Article XVI Section 4 for the giving of notices, within five (5) days after the consummation of such transfer, indicating in such notice the effective date of such transfer and the name and current address of the new Owner of such Row Home Dwelling Unit or transferee of any interest therein.

(c) Leasing: Each Owner other than the Declarant shall have the right to lease all (but not less than all) of his Row Home Dwelling Unit for the purposes for which it was designed and

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intended and upon such terms and conditions as such Owner may deem advisable, except that no Row Home Dwelling Unit shall be leased for a period of less than six (6) months as provided in Article XIII Section 8. Every lease of a Row Home Dwelling Unit shall be in writing, shall provide that the lease shall be subject to the provisions of the Declaration and any rules and regulations from time to time adopted by the Board and that any failure of the tenant to comply with this Declaration or any such rules and regulations shall be a default under the lease. The Owner making any such lease shall not be relieved thereby from any of his obligations under this Declaration and any rules and regulations from time to time adopted by the Board. The Owner leasing the Row Home Dwelling Unit owned by him shall deliver (i) a copy of the fully signed lease to the Board within ten (10) days after the lease is executed and prior to the date of occupancy by the tenant, and (ii) a copy of any amendment to such lease to the Board within ten (10) days after the execution thereof by the parties. The provisions of this subsection (c) shall not apply to a lease of a Row Home Dwelling Unit or any interest therein by the Declarant; provided, however, that any such lease by Declarant shall be subject to the provisions of subsection (a) of this Section 7.

(d) Effect of Non-Compliance: Any lease or sublease which is attempted or made other than in strict compliance with the provisions of this Section 7 shall be subject to the rights and remedies available to the Declarant or the Board, as the case may be, under this Declaration or otherwise, including without limitation, the right to institute such proceedings at law or in equity to set aside the non-complying lease or other transfer by the Owner of the Row Home Dwelling Unit in question. All costs incurred by reason of setting aside the non-complying lease or other transfer, together with attorneys' fees, shall be the personal obligation of the Owner of the Row Home Dwelling Unit in question and shall be deemed a special assessment pursuant to the provisions of Article VIII Section 4.

Section 8 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 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 Row Home Dwelling Units, and recorded with the Recorder. Except in case of condemnation or destruction of a substantial portion of the Row Homes, 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 Row Homes.

Section 9 Conflicts: 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 or any City Ordinance, rule or regulation, then the provision of the Municipal Code of the City or City Ordinance, rule or regulation shall prevail, but only to the extent it is more restrictive than this Declaration.

Section 10 Zoning: The Owners shall not make any alterations, allow any use of their respective portions of the Development Site or take or fail to take any action which would violate the provisions of the Chicago Zoning Ordinance, as said ordinance may be amended from time to

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time, or any similar or successor ordinance in effect from time to time hereafter and applicable to the Development Site or any portions thereof. No Owner shall have the right to request or obtain any amendment to the Chicago Zoning Ordinance as applicable to any portions of the Development Site without the consent of the other Owners

Section 11 Captions: The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

Section 12 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 Declarant and Association shall be avoided.

Section 13 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.

Section 14 By-Laws Made a Part Hereof: The By-Laws attached as **Exhibit "F"** hereto are expressly made a part hereof.

Section 15 Conflict with By-Laws: If there shall be any conflict between the provisions of this Declaration and the provisions of the By-Laws, the provisions of this Declaration shall control.

Section 16 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 Parcel to or for any public use or purpose whatsoever.

Section 17 Mortgages: Nothing herein contained shall preclude a bank, savings and loan association, insurance company or other lending institution from owning a mortgage on any Dwelling Unit, and the holder of any such mortgage shall have an unrestricted, absolute right to accept title to the Dwelling Unit 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 to bid upon said Dwelling Unit at the foreclosure sale.

Section 18. Common Area Usage: There shall be upon the Common Area, sidewalks as shall be necessary to provide ingress and egress to and from the Dwelling Units for the use and benefit of the Owners and other occupants, from time to time, of the Dwelling Units and for their respective guests and invitees. No vehicles shall be parked or left standing unattended at any time upon any portion of the Common Area or Common access easement, in any manner violative of any rules or regulations adopted by the Board.

Section 19 Environmental Covenant: Prior to the date hereof, environmental assessment work has been performed on various locations of the Parcel. After the completions of said work the State of Illinois issued their letter of no further remediation for residential development for the property.

Section 20 Notice regarding Neighborhood and Previous Use of Development Site: The Parcel is located in a neighborhood where, among other things, manufacturing uses, heavy truck traffic

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and the loading and unloading of trucks may take place. It is expressly understood that the property adjacent Parcels may be developed and used for manufacturing, industrial and commercial uses consistent with the regulations contained within the Chicago Zoning Ordinance.

Section 21 Signature by Declarant: It is expressly understood and agreed, anything herein to the contrary notwithstanding, that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant, its members or managers or any of their respective officers, directors, partners, shareholders, agents or employees on account of this Declaration or any act pursuant hereto or on account of any representation, covenant, undertaking or agreement of Declarant, either express or implied, contained in this Declaration, all such personal liability, if any, being expressly waived and released.

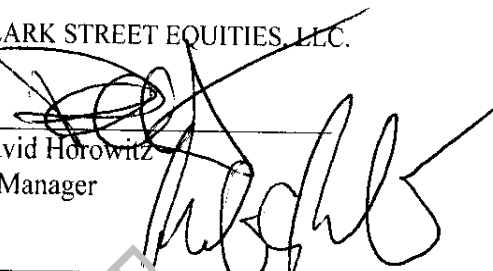
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Signature page to follow

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DATED this 3rd day December of 2013


CLARK STREET EQUITIES, LLC.



David Horowitz
A Manager



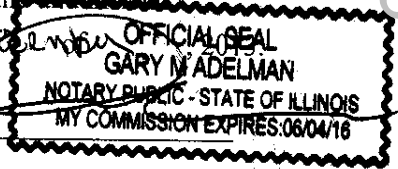
Robert C. Ranquist III
A Manager

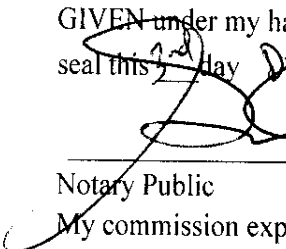


George Pappageorge
A Manager

Gary M. Adelman a Notary Public, state that David Horowitz, Robert C. Ranquist II & George Pappageorge, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person. Acknowledged that they signed and delivered the said instrument, as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 3rd day December





Notary Public
My commission expires

This instrument was prepared by:
Gary M. Adelman
615 Appletree Lane
Deerfield, IL 60073

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CONSENT OF MORTGAGEE

The undersigned, David V Pinkerton, Executive Vice President of Lakeside Bank NA ("Bank"), as mortgagee under that certain Construction Mortgage dated January 9, 2013 and recorded with the Cook County Recorder on January 15, 2013, as Document Number 1301544117 ("Mortgage"), does hereby consent to the execution, delivery and recording of the Declaration of Covenants, Conditions, Restrictions and Easements For Flex House ("Declaration") and subordinates the lien of the Mortgage to the Declaration.

IN WITNESS WHEREOF, the Bank has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois on this 9th day of December, 2013.

By: David V Pinkerton
Executive Vice President

ATTEST: David V. Pinkerton

Title: EXECUTIVE VICE PRESIDENT

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, KAREN J. VENETCH, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID V. PINKERTON, personally known to me to be the EXECUTIVE VICE President of LAKESIDE BANK ("Bank") and —, personally known to me to be the — of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such EXEC VICE President and —, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary acts and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.


Given under my hand and Notarial Seal this 9th day of DECEMBER, 2013,



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End of document

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
BACKYARD ROW HOMES HOMEOWNERS ASSOCIATION**

EXHIBIT A

TOTAL LAND LEGAL DESCRIPTION

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TOTAL LAND LEGAL DESCRIPTION:

A PARCEL OF LAND COMPRISED OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD AND ALSO TOGETHER WITH A PORTION OF LOTS 2, 3, 4, 5, 6, 7 AND 8 ALL IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS; SAID PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION; THENCE SOUTH 89° 46' 55" EAST ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 107.00 FEET; THENCE SOUTH 00° 02' 01" WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 10 AND ALSO PARALLEL WITH THE WEST LINE OF SAID LOT 1 IN BLOCK 1 OF KEENEY'S ADDITION, A DISTANCE OF 86.91 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1 BEING ALSO AN INTERSECTION WITH THE NORTH LINE OF THE LAND SUBMITTED TO THE CONDOMINIUM ACT BY THE DECLARATION FOR KINETIC LOFTS AT RAIN BO VILLAGE CONDOMINIUM, DECLARATION RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 0725415119 AS AMENDED BY FIRST AMENDMENT RECORDED JANUARY 7, 2008 AS DOCUMENT 0800731091 AND ADD ON AMENDMENT RECORDED JUNE 9, 2008 AS DOCUMENT 0816144006 (HEREINAFTER KINETIC LOFTS CONDO);

THENCE THE FOLLOWING EIGHT (8) CALLS ALONG THE NORTH AND WEST LINES OF THE LAND SUBMITTED TO THE CONDOMINIUM ACT FOR SAID KINETIC LOFTS CONDO: (1) THENCE NORTH 89° 49' 19" WEST ALONG SAID SOUTH LINE OF SAID LOT 1, A DISTANCE OF 51.50 FEET; (2) THENCE SOUTH 00° 02' 01" WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS 2 THROUGH 8, BOTH INCLUSIVE, A DISTANCE OF 78.62 FEET; (3) THENCE SOUTH 89° 46' 55" EAST A DISTANCE OF 10.50 FEET; (4) THENCE SOUTH 00° 02' 01" WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS 2 THROUGH 8, BOTH INCLUSIVE, A DISTANCE OF 187.74 FEET; (5) THENCE NORTH 89° 42' 29" WEST A DISTANCE OF 9.08 FEET; (6) THENCE SOUTH 00° 02' 01" WEST ALONG A LINE PARALLEL WITH SAID WEST LINE OF LOTS 2 THROUGH 8, BOTH INCLUSIVE, A DISTANCE OF 72.85 FEET; (7) THENCE NORTH 89° 42' 29" WEST A DISTANCE OF 35.38 FEET; (8) THENCE SOUTH 00° 17' 31" WEST A DISTANCE OF 10.86 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 8; THENCE NORTH 89° 42' 29" WEST ALONG SAID SOUTH LINE A DISTANCE OF 21.49 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, A DISTANCE OF 436.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA= 30,434 SQUARE FEET, OR 0.698 ACRES, MORE OR LESS.

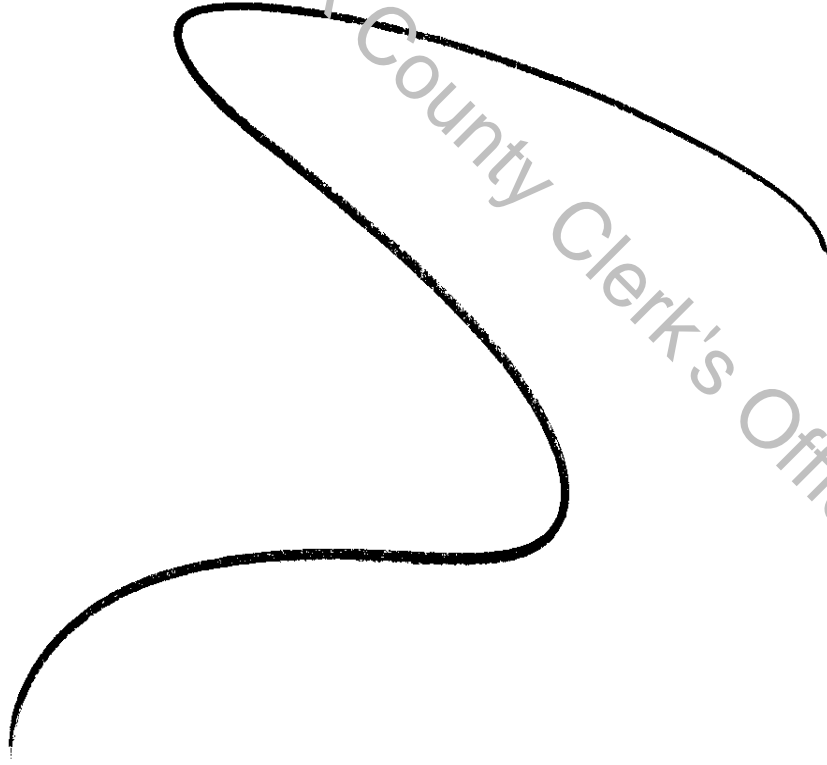
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
BACKYARD ROW HOMES HOMEOWNERS ASSOCIATION**

EXHIBIT B

LEGAL DESCRIPTION EASEMENT PARCEL

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LEGAL DESCRIPTION EASEMENT PARCEL

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8 AFORESAID; THENCE SOUTH 89° 42' 29" EAST, ALONG THE SOUTH LINE OF LOT 8 AFORESAID, 21.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°42'29"EAST, ALONG SAID SOUTH LINE, 69.16 FEET; THENCE NORTH 00°02'01"EAST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 87.00 FEET; THENCE NORTH 89°57'59"WEST, PERPENDICULAR WITH THE WEST LINE OF SAID LOTS, 8.50 FEET; THENCE NORTH 00°02'01"EAST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 52.83 FEET; THENCE NORTH 89°57'59"WEST, PERPENDICULAR WITH THE WEST LINE OF SAID LOTS, 3.98 FEET; THENCE NORTH 00°02'01"EAST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.93 FEET; THENCE NORTH 89°57'59"WEST, PERPENDICULAR WITH THE WEST LINE OF SAID LOTS, 4.00 FEET; THENCE NORTH 00°02'01"EAST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 29.01 FEET; THENCE SOUTH 89°57'59"EAST, PERPENDICULAR WITH THE WEST LINE OF SAID LOTS, 2.00 FEET; THENCE NORTH 00°02'01"EAST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 15.00 FEET; THENCE SOUTH 89°57'59"EAST, PERPENDICULAR WITH THE WEST LINE OF SAID LOTS, 2.00 FEET; THENCE NORTH 00°02'01"EAST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 15.00 FEET; THENCE SOUTH 89°57'59"EAST, PERPENDICULAR WITH THE WEST LINE OF SAID LOTS, 3.98 FEET; THENCE NORTH 00°02'01"EAST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 49.99 FEET; THENCE SOUTH 89°57'59"EAST, PERPENDICULAR WITH THE WEST LINE OF SAID LOTS, 7.35 FEET; THENCE NORTH 00°02'01"EAST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 82.37 FEET TO THE SOUTH LINE OF LOT 1 AFORESAID; THENCE NORTH 89°49'19"WEST, ALONG SAID SOUTH LINE, 34.00 FEET; THENCE SOUTH 00°02'01"WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 78.62 FEET; THENCE SOUTH 89°46'55"EAST, 10.50 FEET; THENCE SOUTH 00°02'01"WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 187.74 FEET; THENCE NORTH 89°42'29"WEST, 9.08 FEET; THENCE SOUTH 00°02'01"WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 72.85 FEET; THENCE NORTH 89°42'29"WEST, 35.38 FEET; THENCE SOUTH 00°17'31"WEST, 10.86 FEET; TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 8,512.9 SQUARE FEET, OR 0.195 ACRES, MORE OR LESS.

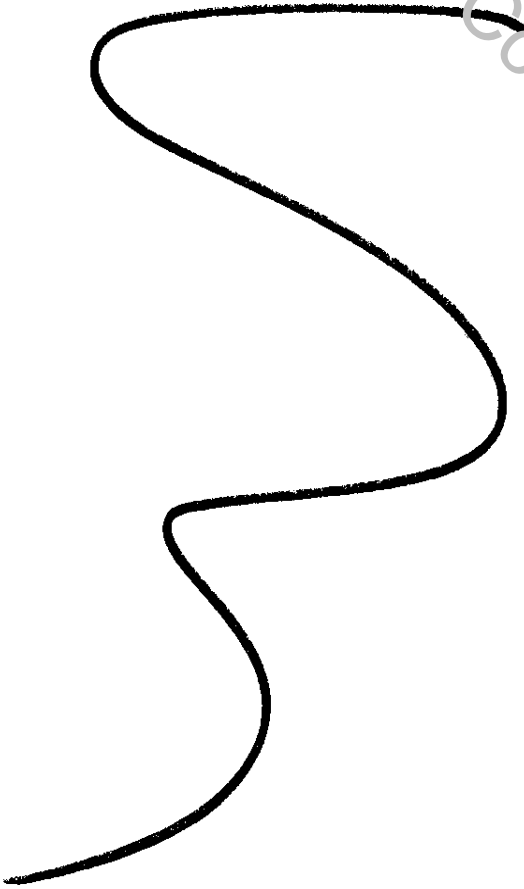
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
BACKYARD ROW HOMES HOMEOWNERS ASSOCIATION**

EXHIBIT C

PLAT OF SURVEY

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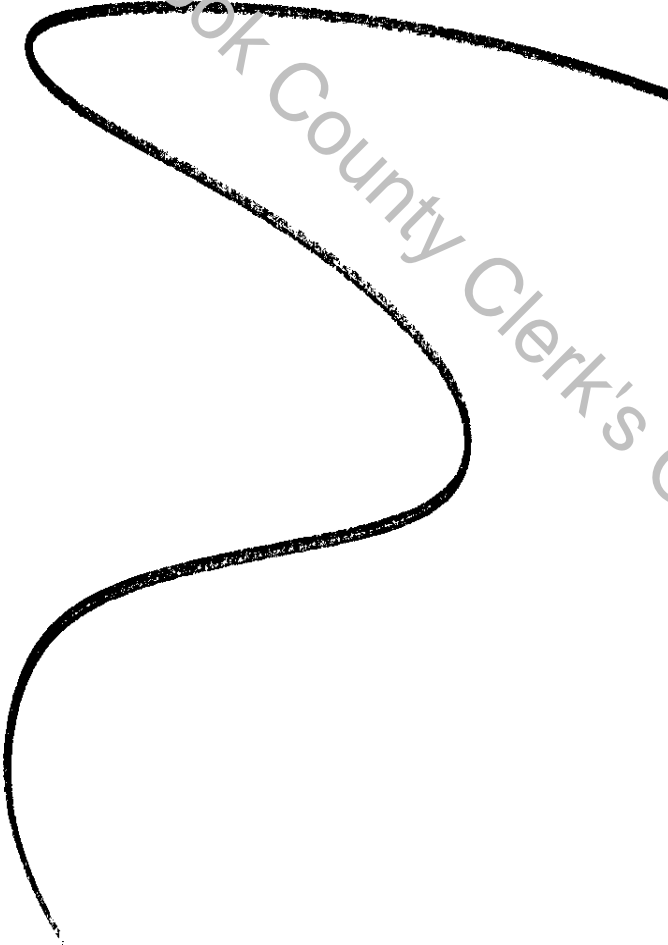
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
BACKYARD ROW HOMES HOMEOWNERS ASSOCIATION**

EXHIBIT D

LEGAL DESCRIPTION OF ROW HOME LOTS

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UNIT 101:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8 AFORESAID; THENCE NORTH 00° 02' 01" EAST, ALONG THE WEST LINE OF SAID LOTS, 33.35 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 56.92 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 22.75 FEET; THENCE NORTH 89° 42' 29" WEST, 35.38 FEET; THENCE SOUTH 00° 17' 31" WEST, 10.86 FEET TO THE SOUTH LINE OF LOT 8 AFORESAID; THENCE NORTH 89° 42' 29" WEST ALONG SAID SOUTH LINE, 21.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,521.2 SQUARE FEET, MORE OR LESS.

EASEMENT 101:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8 AFORESAID; THENCE NORTH 00° 02' 01" EAST, ALONG THE WEST LINE OF SAID LOTS, 33.35 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 56.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 22.75 FEET; THENCE NORTH 89° 42' 29" WEST, 35.38 FEET; THENCE SOUTH 00° 17' 31" WEST, 10.86 FEET TO THE SOUTH LINE OF LOT 8 AFORESAID; THENCE SOUTH 89° 42' 29" EAST ALONG SAID SOUTH LINE, 63.43 FEET; THENCE NORTH 00° 02' 01" EAST, PARALLEL TO THE WEST LINE OF SAID LOTS, 33.74 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 28.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,327.3 SQUARE FEET, MORE OR LESS.

UNIT 102:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 385.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 56.92 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE

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NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 56.92 FEET TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,024.5 SQUARE FEET, MORE OR LESS.

EASEMENT 102:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEWS ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 385.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 56.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 28.00 FEET; THENCE NORTH 00° 02' 01" EAST, PARALLEL TO THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 28.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 504.0 SQUARE FEET, MORE OR LESS.

UNIT 103:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 370.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 56.92 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 15.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 56.92 FEET TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 15.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 853.8 SQUARE FEET, MORE OR LESS.

EASEMENT 103:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 352.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 56.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 15.00 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 28.00 FEET; THENCE NORTH 00° 02' 01" EAST, PARALLEL TO THE WEST LINE OF SAID LOTS, 15.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 28.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 420.0 SQUARE FEET, MORE OR LESS

UNIT 104:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 352.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 0.94 FEET; THENCE NORTH 89° 42' 29" WEST, 9.08 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 17.10 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 56.92 FEET TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,032.8 SQUARE FEET, MORE OR LESS.

EASEMENT 104:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 352.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 0.94 FEET; THENCE NORTH 89° 42' 29" WEST, 9.08 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 17.10 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 28.00 FEET; THENCE NORTH 00° 02' 01" EAST, PARALLEL TO THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 18.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PROPERTY AREA = 495.7 SQUARE FEET, MORE OR LESS.

UNIT 105:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 332.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 20.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,320.0 SQUARE FEET, MORE OR LESS.

EASEMENT 105:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 332.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 20.00 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 12.17 FEET; THENCE NORTH 00° 02' 01" EAST PARALLEL TO THE WEST LINE OF SAID LOTS, 20.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 12.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 243.3 SQUARE FEET, MORE OR LESS.

UNIT 106:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 314.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET; THENCE

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SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,188.0 SQUARE FEET, MORE OR LESS.

EASEMENT 106:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 314.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 12.17 FEET; THENCE NORTH 00° 02' 01" EAST PARALLEL TO THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 12.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 219.0 SQUARE FEET, MORE OR LESS.

UNIT 107:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 296.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,188.0 SQUARE FEET, MORE OR LESS.

EASEMENT 107:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE

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SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 296.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 12.17 FEET; THENCE NORTH 00° 02' 01" EAST PARALLEL TO THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 12.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 219.0 SQUARE FEET, MORE OR LESS.

UNIT 108:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDREW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 278.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,188.0 SQUARE FEET, MORE OR LESS.

EASEMENT 108:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDREW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 278.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 10.17 FEET; THENCE NORTH 00° 02' 01" EAST PARALLEL TO THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 10.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 183.0 SQUARE FEET, MORE OR LESS.

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UNIT 109:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 263.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 15.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 15.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 990.0 SQUARE FEET, MORE OR LESS

EASEMENT 109:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 263.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 15.00 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 8.17 FEET; THENCE NORTH 00° 02' 01" EAST PARALLEL TO THE WEST LINE OF SAID LOTS, 15.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 8.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 122.5 SQUARE FEET, MORE OR LESS.

UNIT 110:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 245.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE

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WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,188.0 SQUARE FEET, MORE OR LESS.

EASEMENT 110:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDUE'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 245.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 8.17 FEET; THENCE NORTH 00° 02' 01" EAST PARALLEL TO THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 8.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 147.0 SQUARE FEET, MORE OR LESS.

UNIT 111:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDUE'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 227.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,188.0 SQUARE FEET, MORE OR LESS.

EASEMENT 111:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDUE'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 227.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 10.17 FEET; THENCE NORTH 00° 02' 01" EAST PARALLEL TO THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 10.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 183.0 SQUARE FEET, MORE OR LESS.

UNIT 112:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 207.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 20.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,320.0 SQUARE FEET, MORE OR LESS.

EASEMENT 112:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 207.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 20.00 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 12.17 FEET; THENCE NORTH 00° 02' 01" EAST PARALLEL TO THE WEST LINE OF SAID LOTS, 20.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 12.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 243.3 SQUARE FEET, MORE OR LESS.

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UNIT 113:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 189.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,188.0 SQUARE FEET, MORE OR LESS.

EASEMENT 113:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 189.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 12.17 FEET; THENCE NORTH 00° 02' 01" EAST PARALLEL TO THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 12.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 219.0 SQUARE FEET, MORE OR LESS.

UNIT 114:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 169.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 20.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PROPERTY AREA = 1,320.0 SQUARE FEET, MORE OR LESS.

EASEMENT 114:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 169.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 20.00 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 12.17 FEET; THENCE NORTH 00° 02' 01" EAST PARALLEL TO THE WEST LINE OF SAID LOTS, 20.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 12.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 243.3 SQUARE FEET, MORE OR LESS

UNIT 115:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 151.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 55.50 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 14.17 FEET; THENCE SOUTH 89° 46' 55" EAST, 10.50 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 3.80 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 66.00 FEET TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,039.1 SQUARE FEET, MORE OR LESS.

EASEMENT 115:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 151.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 55.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 14.17 FEET; THENCE SOUTH 89° 46' 55" EAST, 10.50 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 3.80 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 19.33 FEET; THENCE NORTH 00° 02' 01" EAST PARALLEL TO THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 29.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 496.9 SQUARE FEET, MORE OR LESS.

UNIT 116:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 136.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 55.50 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 15.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 55.50 FEET TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 15.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 832.5 SQUARE FEET, MORE OR LESS.

EASEMENT 116:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 118.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 55.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 15.00 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 29.83 FEET; THENCE NORTH 00° 02' 01" EAST PARALLEL TO THE WEST LINE OF SAID LOTS, 15.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 29.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 447.5 SQUARE FEET, MORE OR LESS.

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UNIT 117:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 118.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 55.50 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 55.50 TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 18.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 999.0 SQUARE FEET, MORE OR LESS.

EASEMENT 117:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 118.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 55.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 29.83 FEET; THENCE NORTH 00° 02' 01" EAST PARALLEL TO THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 29.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 537.0 SQUARE FEET, MORE OR LESS

UNIT 118:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 98.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 55.50 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 20.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 55.50 TO THE WEST

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LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,110.0 SQUARE FEET, MORE OR LESS.

EASEMENT 118:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 98.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 55.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 20.00 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 34.00 FEET; THENCE NORTH 00° 02' 01" EAST PARALLEL TO THE WEST LINE OF SAID LOTS, 20.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 34.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 680.0 SQUARE FEET, MORE OR LESS.

UNIT 119:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 80.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 89.50 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 6.63 FEET; THENCE NORTH 89° 49' 19" WEST, 34.00 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 11.46 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 55.50 TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,222.9 SQUARE FEET, MORE OR LESS.

EASEMENT 119:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN

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BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 80.58 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 89.50 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 6.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89° 49' 19" WEST, 34.00 FEET; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 11.46 FEET; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 34.00 FEET; THENCE NORTH 00° 02' 01" EAST PARALLEL TO THE WEST LINE OF SAID LOTS, 11.37 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 388.1 SQUARE FEET, MORE OR LESS.

UNIT 120:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 62.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 89.50 FEET; THENCE SOUTH 89° 57' 59" EAST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 89.50 TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,611.0 SQUARE FEET, MORE OR LESS.

UNIT 120:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 00° 02' 01" WEST ALONG THE WEST LINE OF SAID LOTS, 62.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 59" EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 89.50 FEET; THENCE SOUTH 89° 57' 59" EAST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH 89° 57' 59" WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 89.50 TO THE WEST LINE OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG THE WEST LINE OF SAID LOTS, 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,611.0 SQUARE FEET, MORE OR LESS.

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UNIT 121:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH $00^{\circ} 02' 01''$ WEST ALONG THE WEST LINE OF SAID LOTS, 44.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $89^{\circ} 57' 59''$ EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 89.50 FEET; THENCE SOUTH $89^{\circ} 57' 59''$ EAST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 18.00 FEET; THENCE NORTH $89^{\circ} 57' 59''$ WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 89.50 TO THE WEST LINE OF SAID LOTS; THENCE NORTH $00^{\circ} 02' 01''$ EAST ALONG THE WEST LINE OF SAID LOTS, 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNIT 122:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH $00^{\circ} 02' 01''$ WEST ALONG THE WEST LINE OF SAID LOTS, 29.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $89^{\circ} 57' 59''$ EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 89.50 FEET; THENCE SOUTH $89^{\circ} 57' 59''$ EAST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 15.00 FEET; THENCE NORTH $89^{\circ} 57' 59''$ WEST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 89.50 TO THE WEST LINE OF SAID LOTS; THENCE NORTH $00^{\circ} 02' 01''$ EAST ALONG THE WEST LINE OF SAID LOTS, 15.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 1,342.5 SQUARE FEET, MORE OR LESS.

UNIT 123:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH $00^{\circ} 02' 01''$ WEST ALONG THE WEST LINE OF SAID LOTS, 29.59 FEET; THENCE SOUTH $89^{\circ} 57' 59''$ EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOTS, 89.50 FEET; THENCE SOUTH $89^{\circ} 57' 59''$ EAST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 29.30 FEET TO THE NORTH LINE OF LOT 10 AFORESAID; THENCE SOUTH $89^{\circ} 46' 55''$ WEST, ALONG SAID NORTH LINE, 89.50 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 2,635.0 SQUARE FEET, MORE OR LESS

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NORTH COMMON:

THAT PART OF LOTS 2 THROUGH 8, INCLUSIVE, AND THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NOTRTHWEST CORNER OF LOT 10 AFORESAID; THENCE NORTH 89° 46' 55" WEST ALONG THE NORTH LINE OF LOT 10 AFORESAID, 89.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 01" WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS, 89.93 FEET TO THE SOUTH LINE OF LOT 1 AFORESAID; THENCE NORTH 89° 49' 19" WEST ALONG THE SOUTH LINE OF LOT 1 AFORESAID, 17.50 FEET TO THE EAST LINE WEST 107 FEET OF SAID LOTS; THENCE NORTH 00° 02' 01" EAST ALONG SAID EAST LINE OF THE WEST 107 FEET, 86.91 FEET TO THE NORTH LINE OF LOT 10 AFORESAID; THENCENORTH 89° 46' 55" WEST, ALONG SAID NORTH LINE, 17.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PROPERTY AREA = 1,521.1 SQUARE FEET OF LAND, MORE OR LESS.

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
BACKYARD ROW HOMES HOMEOWNERS ASSOCIATION**

EXHIBIT E

UNIT PERCENTAGE OF OWNERSHIP

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EXHIBIT E UNIT PERCENTAGE OF OWNERSHIP

Unit No.	Percent of Ownership
101	4.90
102	4.15
103	3.90
104	4.15
105	4.95
106	4.30
107	4.30
108	4.20
109	3.90
110	4.25
111	4.20
112	4.95
113	4.30
114	4.95
115	4.15
116	3.90
117	4.15
118	4.90
119	4.15
120	4.30
121	4.20
122	3.95
123	4.95
Total	100.00

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
BACKYARD ROW HOMES HOMEOWNERS ASSOCIATION

EXHIBIT F

BY-LAWS
OF
BACKYARD ROW HOMES HOME OWNERS ASSOCIATION

Property of Cook County Clerk's Office



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EXHIBIT F

BY-LAWS OF

BACKYARD ROW HOMES HOME OWNERS ASSOCIATION

ARTICLE I PURPOSE

The purposes of the Corporation as stated in its Certificate of Incorporation as;

To administer, operate and maintain a residential development in Chicago, Illinois, in accordance with and subject to the provisions of a Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") which has been recorded on _____, 20____ in the office of the Recorder of Deeds of Cook County, Illinois as Document No. _____ (the declaration, as the same may be amended from time to time, is hereinafter referred to as the ("Declaration")). The Corporation also has such powers as are now or may hereafter be granted by the General Not-For Profit Corporation Act of the State of Illinois.

ARTICLE II ORGANIZATION OF ASSOCIATION

Backyard Row Homes Home Owners Association ("Association") shall be organized at such time and place and in such manner as provided in the Declaration.

ARTICLE III OFFICES

The association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with the registered office, and may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

ARTICLE IV MEMBERS

1. CLASSES OF MEMEBRS, MEMBERSHIP, AND TERMINATION THEREOF.

The Association shall have two classes of voting members, as provided for in Article XI Section 3 of the Declaration.

2. SUCCESSION. The membership of a Dwelling Unit Owner "Dwelling Unit Owner," in the Association shall terminate when such Dwelling Unit Owner ceases to be a Dwelling Unit Owner, and, upon the sale, transfer or other disposition of such Dwelling Unit Owner's ownership interest in the Property, said Dwelling Unit Owner's membership in the Association

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shall automatically be transferred to the new Dwelling Unit Owner succeeding to such ownership interest. Notwithstanding the preceding sentence, the purchaser of a Dwelling Unit from a seller other than Declarant pursuant to an installment contract for purchase, during such times as such purchaser resides in the Dwelling Unit, shall have the following rights: the right to be counted toward a quorum for purposes of election of members of the Board at any meeting of the Dwelling Unit Owners called for purposes of electing members of the Board; the right to vote for the election of members of the Board; and the right to be elected to and serve on the Board. In no event may the seller and purchaser both be counted toward a quorum, both be permitted to vote for a particular office or both be elected and serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agents. An installment contract shall have the same meaning as set forth in the Dwelling Unit Installment Contract Act of the State of Illinois, 765 ILCS 75/1. Notwithstanding anything herein contained to the contrary, the termination of membership in the Association shall not relieve or release any former Dwelling Unit Owner from any liability or obligation of such former Dwelling Unit Owner under the Declaration with respect to the period that such former member was a Dwelling Unit Owner.

3. REGULAR MEETINGS. The first annual meeting of Association members (the "First Meeting") may be held subject to the terms hereof, on any date, at the option of the First Board (hereinafter defined), which shall be as provided for in the time period in Article III Section 1, of the Declaration, provided, however, that said First Meeting shall be held not more than four (4) months after the dates so provided in said Article III Section 1. Subsequent to the First Meeting, there shall be a regular annual meeting of Dwelling Unit Owners held in the month of November in each year. All such meetings of Dwelling Unit Owners shall be held at such place in the City of Chicago, County of Cook, State of Illinois, and at such time, as specified in the written notice of such meeting, which notice shall be delivered to all Dwelling Unit Owners at least ten (10) days and not more than thirty (30) days prior to the date of such meeting.

4. SPECIAL MEETINGS. Special meetings of the Dwelling Unit Owners may be called at any time after the First Meeting by the President of the Association, by a majority of the Board or by twenty-five percent (25%) of the Dwelling Unit Owners. Said special meetings shall be called by delivering written notice to all Dwelling Unit Owners not less than ten (10) days or more than thirty (30) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

5. DELIVERY OF NOTICE OF MEETING. Notice of a meeting may be delivered either personally or by mail to a Dwelling Unit Owner at the address given to the Board by said Dwelling Unit Owner for such purpose, or to the Dwelling Unit Owner's Unit, if no address for such purpose has been given to the Board. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States Mail addressed to the Dwelling Unit Owner at their address as aforesaid, with postage prepaid thereon. E-mail notice may be given under the same terms as above with confirmation of delivery. Facsimile delivery is allowed, as provided for in this paragraph, to the facsimile number provided by the Dwelling Unit Owner, with a confirmation of delivery. If notice is sent by facsimile or e-mail after 5:00 PM, or on the weekend or a legal holiday, receipt is to be deemed to be received at 9:00 AM on the next business day.

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6. **VOTING.** The aggregate number of votes for all Dwelling Unit Owners shall be one hundred (100), and shall be divided among the respective Dwelling Unit Owners in accordance with their respective percentage of ownership interest as set forth in Exhibit D of the Declaration, as said Exhibit D may be amended from time to time. If any Dwelling Unit Owner consists of more than one person, then if only one of the multiple owners of such Dwelling Unit is present at a meeting of the Association, such owner shall be entitled to cast all of the votes allocated to that Dwelling Unit. In the event more than one owner of a Dwelling Unit is present, the votes allocated to that Dwelling Unit may be cast only in accordance with the agreement of the majority in interest of the group of owners comprising the Dwelling Unit Owner. Majority agreement shall be deemed to have occurred if any one of the multiple owners casts the votes allocated to that Dwelling Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Dwelling Unit. Declarant may exercise all voting rights with respect to the Dwelling Units owned by it from time to time. Unless otherwise expressly provided herein, any action may be taken at a meeting of the Dwelling Unit Owners at which a quorum is present upon the affirmative vote of the Dwelling Unit Owners having a majority of the total votes present and voting at such meeting; provided, however, that the approval of not less than 66 2/3% of the members shall be required for the following matters: (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange or other disposition (excluding the mortgage or pledge) of all, or substantially all, of the property and assets of the Association; and (iii) the purchase or sale or lease of Dwelling Units or other real estate on behalf of all Dwelling Unit Owners.

7. **QUORUM.** A Quorum of Dwelling Unit Owners for any meeting shall be constituted by Dwelling Unit Owners, either in person or by proxy, of the Dwelling Unit Owners of seven (7) Dwelling Units, represented in person or by proxy. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

8. **PROXIES.** At any meeting of Dwelling Unit Owners, a member of the Association entitled to vote may vote in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact, as provided for herein or in accordance with any Rules and Regulations that may be adopted. No proxy shall be valid after eleven months from the date of its execution. Any proxy distributed by the Board for the election of Directors shall give Dwelling Unit Owners the opportunity to designate any person as the proxy holder, and shall give the Dwelling Unit Owners the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

ARTICLE V Board of Directors

1. **GENERAL POWERS.** The affairs of the Association shall be managed by its Board of Directors.

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2. NUMBER, ELECTION AND TERM OF OFFICE. Until the First Meeting, the number of members of the Board ("Directors" shall be three (3), and said Directors shall be the Directors named in the articles of incorporation of the Association (or, in the event of a vacancy on the Board prior to the election of Directors at the First Meeting, such successor as shall be appointed by Declarant). The Directors named in the articles of incorporation and such successors thereof as shall be named by Declarant are herein sometimes called the "First Board." Representation on the Board for all of the Dwelling Unit Owners and to effectuate the intent of the Declaration, commencing with the First Meeting, the number of members of the Board shall be seven (7) Directors, who shall be chosen by the Dwelling Unit Owners, commencing with Directors elected at the First Meeting, the Directors shall be classified with respect to the time for which they severally hold office into two classes, with each Director in each class to hold office until their successor is elected and qualified. At the First Meeting, all seven (7) members of the Board shall be elected. The three Directors receiving the highest number of votes at the First Meeting shall hold a term expiring two years after the First Meeting; the four Directors receiving the next highest number of votes at the First Meeting shall hold a term expiring one year after the First Meeting. Thereafter all Directors shall serve a term of two years. Any member of the Board may succeed himself. At each annual meeting of members after the First Meeting, the successors of the class of Directors whose term expires at such meeting shall be elected, by a vote of a plurality of the members to be held in the second year following the year of their election. Any candidate for election to the Board, or such candidate's representative, shall have the right to be present at the counting of the ballots at such election. The Association may, upon the adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Dwelling Unit and the vote itself, provided the Board further adopts rules to verify the status of the Dwelling Unit Owner issuing a proxy or casting a ballot.

3. QUALIFICATION. Each Director, except for members of the First Board, shall be a Dwelling Unit Owner, (or, if a Dwelling Unit Owner is a corporation, limited liability company, partnership or trust, a Director may be an individual who is an officer, member, partner, or beneficiary of such Dwelling Unit Owner). If a Director shall cease to meet such qualifications, they shall thereupon cease to be a Director, and their place on the Board shall be deemed vacant.

4. VACANCIES; REMOVAL. (a) (i) Prior to the First Meeting, a vacant position on the Board may only be filled by a person appointed by Declarant, (ii) After the First Meeting, any vacancy occurring in the Board may be filled only with a Dwelling Unit Owner or any other person meeting the qualifications set forth in Section 3 above, in accordance with the provisions of this subsection 4(a) (ii). Such vacancy shall be filled by the Dwelling Unit Owners present at the meeting at which the vacancy occurs, the next annual meeting or a special meeting of the Dwelling Unit Owners called for such purpose. Such vacancy may also be filled by the Board by not less than a 66 2/3% vote of the remaining Directors, which vacancy shall be filled until the next annual meeting of members or for a period terminating no later than thirty (30) days following the filing of a petition signed by Dwelling Unit Owners holding twenty five percent (25%) of the votes of the Association requesting a meeting of the Dwelling Unit Owners to fill such a vacancy for the balance of the term. A meeting of the Dwelling Unit Owners shall be called for purposes of filling such vacancy on the Board no later than thirty (30) days following

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the Dwelling Unit Owners' filing of a petition signed by Dwelling Unit Owners holding twenty five percent (25%) of the votes of the Association requesting such a meeting.

(b) From and after the date of the First Meeting, any Director may be removed from office by the affirmative vote of 66 2/3% of all the members.

5. MEETINGS. A regular annual meeting of the Board shall be held without other notice than these By-laws immediately after, and at the same place as, the annual meeting of members. The Board shall hold at least an additional three (3) meetings annually, and the Board may provide by regulations which the Board may, from time to time, adopt, the time and place for the holding of such regular meetings of the Board without other notice than such regulation. Special meetings of the Board shall be held upon a call by the President of the Association or by twenty-five percent (25%) of the Directors. All meetings, whether regular or special, of the Board shall be open to all members, 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 action is probable or imminent, (b) to consider information regarding appointment, employment or dismissal of any employee or (c) to discuss violations of Rules and Regulations of the Association or unpaid assessments owed to the Association, provided that the vote on any such matter shall be taken at a meeting or portion thereof open to any member. Any member may record the proceedings at meetings open to members, by tape, film or other means, subject to reasonable Rules and Regulations of the Board.

6. COMPENSATION. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by two-thirds (2/3) of all Dwelling Unit Owners.

7. QUORUM. A majority of the Directors shall constitute a quorum of the Board,

8. NOTICE. Notice of any special meeting of the Board shall be given at least forty-eight hours prior thereto by written notice delivered personally or sent by mail to each Director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. E-mail notice is allowed as provided for in this paragraph with a confirmation of delivery. Facsimile delivery is allowed, as provided for in this paragraph, at the facsimile number provided by the Dwelling Unit Owner, with a confirmation of delivery. If notice is sent by facsimile or e-mail after 5:00 PM, or on the weekend or a legal holiday, receipt is to be deemed to be received at 9:00 AM on the next business day. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws. Written notice of any meeting of the Board at which the adoption of the proposed annual budget or any increase or establishment of an assessment is to be considered shall be mailed or delivered to all members not less than ten (10) and nor more than thirty (30) days prior to any such meeting. Written

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notice of other meetings of the Board shall be delivered or given to each member at least 48 hours prior thereto, subject to written waiver of such notice signed by the person or persons entitled thereto received by the Board prior to such meetings.

9. NON-DELEGATION. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Directors or the Officers of the Association any powers or duties, which, by law, have been delegated to the Dwelling Unit Owners.

10. MANNER OF ACTING. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, except as otherwise provided by law, the Declaration or these By-Laws.

11. GENERAL POWERS AND DUTIES. Without limiting the general powers which may be provided by law, or the Declaration, the Board shall have the following general powers and duties:

- (a) to elect and remove the officers of the Association, as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to formulate policies for the administration, management and operation of the Property, including the Common Elements, and to provide for the implementation thereof;
- (d) to engage the services of a manager or managing agent who shall manage and operate the Property for all of the Dwelling Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that no agreement for professional management of the Property shall exceed a period of two years, and any such agreement shall be terminable by either party without cause and without payment of a termination fee upon ninety days prior written notice;
- (e) to adopt administrative Rules and Regulations governing the administration, management, operation and use of the Property, and to amend such Rules and Regulations from time to time; provided that no such Rules and Regulations shall be adopted or amended until after a meeting (at which a quorum shall not be required) of the Dwelling Unit Owners called for the specific purpose of discussing the proposed Rules and Regulations, notice of which meeting shall contain the full text of the proposed Rules and Regulations, which notice shall be in the form, and sent to the persons within the time period, required for meetings of the Association; further provided, that no Rules and Regulations may impair any rights guaranteed by the First Amendment to the Constitution of the Dwelling United States or Section 4 of Article I of the Constitution of the State of Illinois;
- (f) to provide for the maintenance, repair, upkeep, improvement and replacement of the Common Elements, and payment therefore, and to approve payment vouchers or to delegate such approval to the officers of the Association or to the manager or managing agent;

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(g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property, including the Common Elements, and to delegate any such powers to the manager or managing agent (and any employees of the manager or managing agent);

(h) to estimate the amount of the annual budget, to provide the manner of assessing and collecting from the Dwelling Unit Owners their respective shares of such estimated expenses, as hereinafter provided, and to provide for reasonable reserves in accordance with the provisions of the Declaration, and these By-Laws;

(i) to grant easements, leases, licenses and concessions with respect to portions of the Common Elements, and to designate areas of the Common Elements to be used for specific purposes;

(j) to seek relief, upon its own authorization or upon authorization by a Majority of the Dwelling Unit Owners at a meeting duly called for such purpose, from or in connection with the assessment or levy of real estate taxes, special assessments and other levies or assessments of the State of Illinois or any political subdivision thereof or any lawful taxing or assessing body, on behalf of and at the expense of all of the Dwelling Unit Owners;

(k) to appoint committees of the Board, and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(l) to determine the fiscal year of the Association, and to change said fiscal year from time to time as the Board deems advisable;

(m) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Dwelling Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Dwelling Unit Owners;

(n) to disseminate to Dwelling Unit Owners biographical and background information about candidates for election to the Board if: (i) no preference is expressed in favor of any candidate; and (ii) reasonable efforts to identify all candidates are made, and all candidates are given an opportunity to include such information to be disseminated;

(o) to establish and maintain demand deposit accounts or savings accounts, or functionally similar accounts such as money market accounts, at federally-insured banks;

(p) to impose charges for late payments of a Dwelling Unit Owner's proportionate share of the estimated cash requirements, and, after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws or Rules and Regulations of the Association;

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(q) to obtain and maintain such hazard insurance, liability insurance, workmen's compensation insurance, fidelity insurance and other insurance as the Board may be required to obtain by the Declaration or that the Board may deem advisable;

(r) to assign the Association's right to future income, including the right to receive assessments;

(s) to invest any funds of the Association in certificates of deposit, money market funds or comparable investments;

(t) to pay real property taxes, special assessments and any other taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the Property;

(u) to establish and maintain a system of master metering of public utility services, and collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act;

(v) to set Rules and Regulations for the use of the dog run.

(w) to exercise all other powers and duties of the Board or Dwelling Unit Owners as a group referred to in, and all powers and duties of the Board referred to in the Declaration of these By-Laws or the Business Corporation Act and Not-For-Profit Corporation Act of Illinois, and to perform all acts to implement the foregoing.

ARTICLE VI Officers

1. DESIGNATION. At each annual meeting of the Board, the Directors present at said meeting shall elect from among the Directors the following officers of the Association by a majority vote:

(a) a President, who shall preside over the meetings of the Board and of the Dwelling Unit Owners, and who shall be the chief executive officer of the Association, and who may execute, with the Secretary or any other proper officer of the Association authorized by the Board, any deed, mortgage, contract, amendment to the Declaration or Plat as provided in any other instruments which the Board has authorized to be executed, and who, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time;

(b) a Vice President, who shall in the absence of the President or in the event of his or her inability or refusal to act, 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. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors;

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(c) a Secretary, who shall keep the minutes of all meetings of the Board and of the Dwelling Unit Owners, and who shall be the custodian of the records of the Association, and who shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law, and who shall receive all notices on behalf of the Association, and who, together with the President, may execute on behalf of the Association any deed, mortgage, contract, amendment to the Declaration or Plat as provided in any other instruments which the Board has authorized to be executed, and who shall, in general, perform all the duties incident to the office of Secretary;

(d) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and

(e) such additional officers as the Board shall see fit to elect.

The respective officers shall have the general powers usually vested by statute or practice in such officers; provided, that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

2. TERM OF OFFICE. Each officer shall hold office for the term of one year and until his or her successor shall have been appointed or elected and qualified. Any officer may succeed himself. An officer may resign his office but maintain his status as Director.

3. VACANCIES. Vacancies in any office shall be filled by the Board by a majority vote of the Directors at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he or she succeeds. Any officer may be removed for cause at any time by the Board at a special meeting thereof.

4. COMPENSATION. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by two-thirds (2/3) of all Dwelling Unit Owners.

ARTICLE VII Assessments

1. ANNUAL BUDGET. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall be in compliance of Article VIII of the Declaration, and take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, power, and all other common expenses. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the Dwelling Unit Owners during the preceding year shall be no more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The estimated annual budget for each fiscal year and any amendments or changes thereto shall be approved by the Board.

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2. ASSESSMENTS. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Dwelling Unit Owner shall pay, as his or her, respective monthly assessment for the common expenses for such year, one-twelfth (1/12) of his or her proportionate share of the common expenses for such year, as shown by the annual budget. Such proportionate share for each Dwelling Unit Owner (except as provided below for Declarant) shall be in accordance with his or her respective ownership interest in the Common Elements, as set forth from time to time in Exhibit D of the Declaration. The Association shall have no authority to forbear the payment of assessments by any Dwelling Unit Owner. In order that those Dwelling Units which are improved and conveyed or leased by Declarant or its agents may, with reasonable promptness, receive the benefits of maintenance by the Association for the enjoyment of the residences of the Parcel and be subject to assessments therefor, and so as not to discourage the Declarant from voting for such assessments at such times as the Declarant may still own a substantial number of unoccupied Dwelling Units and inasmuch as assessments levied against such Dwelling Units impose a burden on the Declarant without the Declarant desiring, or receiving the benefits of maintenance upon such Dwelling Unit as may from time to time be provided by the Association, it is therefore expressly provided that no Dwelling Unit owned by the Declarant, shall be subject to the assessment, charges and liens provided herein until the date upon which such Dwelling Unit 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 installment contract or articles of agreement for deed; provided, however, that each year, until the initial meeting of the elected Board pursuant to Article XII Section 2(a), the Declarant 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. Upon the conveyance or leasing by Declarant of the Dwelling Unit and the Owner thereof shall immediately become subject to the payment of all assessments and other charges and the liens provided for herein.

Copies of said estimated annual budget and any amendments or changes thereto shall be furnished by the Board to each Dwelling Unit Owner not less than thirty (30) days prior to the adoption of said annual budget or amended or changed annual budget by the Board. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Dwelling Unit Owner shall continue to pay each month the amount of his respective existing monthly assessment. No Dwelling Unit Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Dwelling Unit, or the Common Elements. The provisions of this Section 2 of Article VII that affect the amount or manner of payment of the assessments payable hereunder by Declarant or which affect the amount or manner of payment of Declarant's proportionate share of the common expenses shall not be changed, amended or modified without the prior written consent of Declarant.

If an adopted annual budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the fiscal year covered by such budget exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Dwelling Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board's action in adopting such regular or separate assessments, shall

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call a meeting of the Dwelling Unit Owners within thirty (30) days of the date of delivery of such petition to consider the annual budget or separate assessment. Unless a majority of the total votes of the Dwelling Unit Owners are cast at such meeting to reject the budget or separate assessment, the budget and such separate assessment shall be deemed ratified.

Any Common Expense not set forth in the annual budget or any increase in assessments over the amount adopted in the annual budget shall be separately assessed against the Dwelling Unit Owners.

Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Dwelling Unit Owner approval or other requirements as described in this section. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements, party walls, roof, or to the life, health, safety or property of the Dwelling Unit Owners.

Assessments for additions and alterations to the Common Elements or to property owned by the Association not included in the annual budget adopted by the Board shall be separately assessed, and shall be subject to the approval of two-thirds (2/3) of the total votes of all Dwelling Unit Owners. The Board may adopt separate assessments payable over more than one fiscal year.

3. PARTIAL YEAR OR MONTH. For the first fiscal year, the annual budget shall be as approved by Declarant. If such first fiscal year or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Dwelling Unit Owner shall be proportionate to the number of months and days in such period covered by such budget.

4. ANNUAL REPORT. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Dwelling Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

5. SUPPLEMENTAL BUDGET. In the event that during the course of any year it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Dwelling Unit Owner, and thereupon a supplemental assessment budget shall be furnished to each Dwelling Unit Owner, and thereupon a supplemental assessment shall be made to each Dwelling Unit Owner for his or her proportionate share of such supplemental budget.

6. LIEN. It shall be the duty of every Dwelling Unit Owner to pay his or her proportionate share of the common expenses, as assessed in the manner herein provided. If any Dwelling Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof, together with the amount of late fees, if any, shall constitute a lien, on the interest of such Dwelling Unit Owner in the Property, and upon the personal property of such Dwelling Unit Owner in their Dwelling Unit and located elsewhere on the Property, which lien

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may be perfected and foreclosed, provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage or trust deed held by a First Mortgagee on the interest of such Dwelling Unit Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date of the recording of a deed in lieu of foreclosure or a foreclosure sale.

The Association or its successors and assigns, or the Board or its agents, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suits and other fees and expenses, together with legal interest and reasonable attorneys' fees to be fixed by the court.

7. RECORDS AND STATEMENT OF ACCOUNT. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine. Upon receipt of ten (10) days written notice to the Board or the Association from a Dwelling Unit Owner or from the encumbrancer of a Dwelling Unit, and upon payment of a reasonable fee, the Board shall furnish to said Dwelling Unit Owner or encumbrancer a statement of the account setting forth the amount of any unpaid assessments or other charges due and owing from said Dwelling Unit Owner.

8. DISCHARGE OF LIENS. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Dwelling Unit. When less than all the Dwelling Unit Owners are responsible for the existence of any such lien, the Dwelling Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien. Any amounts due the Association hereunder shall constitute a lien on the interest of the Dwelling Unit of the responsible Dwelling Unit Owner. Any such lien shall be junior and subordinate to the lien of the First Mortgagee with respect to such Dwelling Unit.

9. HOLDING OF FUNDS. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Dwelling Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the sole benefit, use and account of all the Dwelling Unit Owners in the percentages set forth from time to time in Exhibit D to the Declaration.

10. CAPITAL CONTRIBUTIONS. Upon the closing of the first sale of each Dwelling Unit by Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to one-sixth (1/6) of the proportionate share of the Common Expenses for the current year attributable to the Dwelling Unit. Said amount shall be held used by the Association for its working capital needs.

ARTICLE VIII

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Contracts. Checks. Deposits and Funds

1. **CONTRACTS.** The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.
2. **CHECKS, DRAFTS, ETC.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner, as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.
3. **DEPOSITS.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.
4. **GIFTS.** The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.
5. **INTERESTED DIRECTORS.** At any time after the First Meeting, the Board may not enter into a contract with a current Director or with a corporation, partnership or limited liability company in which such Director or a member of such Director's immediate family has a twenty-five percent (25%) or more interest unless (a) notice of intent to enter into such contract, and the Dwelling Unit Owners are afforded an opportunity, within twenty days after such notice, to file a petition, signed by twenty percent (20%) of the Dwelling Unit Owners, requesting an election to approve or disapprove of such contract; and (b) if the Dwelling Unit Owners timely file such petition, an election of Dwelling Unit owners is held to approve or disapprove such contract within thirty days after the filing of such petition, and, at such election, a majority of the Dwelling Unit Owners approve such contract. For purposes of this Section 5, a Director's "immediate family" means such Director's spouse, parents and children.

ARTICLE IX Books and Records

The Association shall keep correct and complete books and records of account; and shall also keep minutes of the proceedings of the Board and committees having any of the authority of the Board; and shall keep at the registered or principal office of record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his or her agent or attorney, for any proper purpose at any reasonable time.

ARTICLE X Use and Occupancy Restrictions

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1. **GENERAL.** Each Dwelling Unit Owner shall fully comply with the use and occupancy restrictions set forth in the Declaration, and any Rules and Regulations promulgated by the Board, all of which restrictions, Rules and Regulations are incorporated herein by reference. The provisions of this Section shall apply to any lessee of a Dwelling Unit.

2. **RULES AND REGULATIONS.** The Board shall have the power and authority to adopt, revise, amend, and rescind from time to time such Rules and Regulations as the Board, in its discretion, deems reasonable to promote the common enjoyment, safety, administration, and efficient operation of the Property, and to adopt penalties, fines, late charges and other remedies, to the extent permitted by law, for the enforcement of the provisions of the Declaration and the Rules and Regulations adopted by the Board.

ARTICLE XI Amendments

Until the date of the First Meeting, these By-Laws may be altered, amended or repealed and new By-Laws may be adopted, by the affirmative vote of a majority of the Directors in office. From and after the date of the First Meeting, these By-Laws, amended or repealed, and new bylaws may be adopted, from time to time by action or approval of two-thirds (2/3) of all of the members of the Association at a regular meeting or special meeting of members of the Association, except as otherwise indicated in these By-Laws.

ARTICLE XII Indemnification

1. **GENERAL.** The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he or she is or was a Director, an officer of the Association, against expenses (including attorneys' fees and expenses), judgments, fines, and amounts paid in settlement actually and reasonably incurred by or imposed on him or her in connection with such action, suit or proceeding, provided said person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding had no reasonable cause to believe his or her conduct was unlawful. The termination of an action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not in good faith and in a manner which he or she reasonably believed to be in or not opposed the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment a judgment in its favor by reason of the fact that he or she is or was a Director, an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association, against expenses (including attorneys' fees and expenses) actually

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and reasonably incurred by him or her in connection with the defense or settlement of such action or suit provided said person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association,

2. SUCCESS ON MERITS. To the extent that a Director, an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and expenses) actually and reasonably incurred by him or her in connection therewith.

3. DETERMINATION OF RIGHT TO INDEMNITY. Any indemnification under Sections 1 and 2 of this Article XII shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, the officer or the member of such committee is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Sections 1 and 2. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of those Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the Dwelling Unit Owners.

4. ADVANCE PAYMENT. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the Director, the officer or the member of such committee to be indemnified to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article XII.

5. NON-EXCLUSIVITY. The indemnification provided by this Article XII shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. The indemnification provided by this Article XII shall continue as to a person who has ceased to be a member of the Board, an officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors and administrators of such person.

ARTICLE XIII

Nothing hereinabove contained shall in any way be construed as altering or modifying the Declaration, Said Declaration and these By-Laws shall be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency

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or conflict between these By-Laws and the aforesaid Declaration, the provisions of the Declaration shall control

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DOCUMENTS WITH THIS

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16 Docs

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