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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND LIENS OF COUNTRYSIDE COURT SUBDIVISION

This Declaration, is made this 28th day of July, 1988 by Harris Trust and Savings Bank, as Trustee U/T #43869, and not Individually ("Harris #43869"), Harris Trust and Savings Bank, as Trustee U/T #44237, and not individually ("Harris #44237"), Mark and Collette Kamin ("Kamin"), and Douglas and Carol Geisser ("Geisser"), (Harris #43869, Harris #44237, Kamin and Geisser are hereinafter collectively referred to as the "Declarant".) with reference to the following facts:

A. Harris #43869 is the owner in fee simple of certain real estate in the Village of Glenview, County of Cook, State of Illinois (the "Lot 1 to 4"), and is legally described as follows:

> "Lot 1 to 4 both inclusive in Countryside Court Subdivision in the South 1/2 of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois."

B. Geisser is the owner in fee simple of certain real estate in the Village of Glenview, County of Cook, State of Illinois (the "Lot 5"), and is legally described as follows:

> "Lot 5 inclusive in Countryside Court Subdivision in the South 1/2 of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois."

C. Harris #44237 is the owner in fee simple of certain real estate in the Village of Glenview, County of Cook, State of Illinois (the "Lot 6"), and is legally described as follows:

> "Lot 6 inclusive in Countryside Court Subdivision in the South 1/2 of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois."

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Mail to: Maria Dorado
1890 Techny Ct.
Northbrook, IL 60062
Box 333.

D. Kamin is the owner in fee simple of certain real estate in the Village of Glenview, County of Cook, State of Illinois (the "Lot 7"), and is legally described as follows:

"Lot 7 inclusive in Countryside Court Subdivision in the South 1/2 of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois."

E. Lot 1 to 4, Lot 5, Lot 6, and Lot 7 are hereinafter collectively referred to as the "Property".

F. Declarant desires to provide for the preservation and enhancement of the property values within the development and maintenance of the Private Street (as defined herein), and in general to provide for a residential subdivision of the highest quality. To this end, Declarant desires to submit the Property to the Covenants, Conditions, Restrictions and Liens contained in this Declaration ("Covenants"), each one of which is intended to run with the Land and to benefit the Property, all owners of parts thereof and other parties of interest. Such Covenants provide for certain procedures to be followed during the construction of a Home (as hereinafter defined) and any additions, subtractions, or changes made in or to the structure or exterior of a Home; and for such other purposes as hereinafter described;

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean the Countryside Court Subdivision, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association.

Section 3. "Private Street" shall mean the private street, situated within the Property and designated on the Plat.

Section 4. "Declaration" shall mean this instrument, as it may be amended from time to time.

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Section 5. "Home" shall mean any single family residence construction on a Lot.

Section 6. "Lot" shall mean any plot of land designated on the Plat by a number from 1 through 7, and which is included in the real estate which has been submitted to the Covenants, by this Declaration, as it may from time to time be amended.

Section 7. "Owner" shall mean the record owner (including Declarant), whether one or more parties, of the fee simple title to any one or more Lots (not including those parties having such title solely as security for the performance of any obligation).

Section 8. "Percentage Interest" shall mean the prorated share of expenses assigned to each Lot, such assignment appearing in Exhibit A attached hereto and made a part hereof.

Section 9. "Plat" shall mean the plat of subdivision for the Property recorded with the Cook County Recorder of Deeds on September 28, 1987 as document number 87542708.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. **Existing Property.** The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration is the Property.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. **Association.** The Association has been or shall be established by Declarant as an Illinois not-for-profit corporation for the purposes set forth in this Declaration and its Articles of Incorporation.

Section 2. **Members.** Every Owner upon vesting of title of a Lot in that Owner's name shall be a member of the Association, subject to the rights and obligations set forth in this Declaration and the Articles of Incorporation and By-Laws of the Association (copies of which are attached hereto as Exhibits B and C) as amended from time to time. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership, and membership shall cease upon termination of such ownership.

Section 3. **Voting Rights**. Each Owner shall be entitled to one vote for each Lot that Owner owns. When the ownership of any Lot is held by more than one person or entity jointly, all such persons or entities shall be members and the vote for such Lot shall be exercised among them, but in no case shall there be allowed more than one vote for any one Lot. If title to a Lot is held by a land trust, the trustee, or if the trustee shall designate in writing from time to time to the Board, a beneficiary of the land trust, shall exercise the vote appurtenant to the Lot. Neither the Association nor the Board shall be responsible for determining the validity of multiple votes cast by persons based upon joint ownership of a single Lot and no such multiple votes shall be counted unless and until a single vote is presented by such persons.

Section 4. **Board of Directors**. The Board of Directors of the Association ("Board") shall consist of three members ("Directors"). Directors shall be elected at the regular annual meeting of the Association members by a majority vote of the Owners voting, in person or by proxy,, at said meeting, except that the directors listed in the Articles of Incorporation of the Association (hereinafter called the "First Board" shall be appointed by the Declarant). Every director, except for members of the First Board, shall be elected and qualified. One of the members of the First Board shall hold office only until the first regular annual meeting of Association members, one of the members of the First Board shall hold office only until the second regular annual meeting of Association members, and one of the members of the first Board shall hold office until the third regular annual meeting of Association members.

ARTICLE IV

EASEMENTS

Section 1. **Easements**. Every Owner shall have a right and easement of enjoyment in and to the Private Street, which shall be appurtenant to and shall pass with the title to his Lot, such enjoyment being subject to the following:

(a) the right of the Association to establish reasonable rules for the use of the Private Street;

(b) the right of the Association to suspend the right of an Owner to use the Private Street for any period during which an assessment against his Lot remains unpaid for more than thirty days after notice; the right of the Association to suspend the right of an Owner to use the said Private Street for any other infraction of this Declaration By-Laws and rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Private Street to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, has been signed or approved by two-thirds of the Owners and their mortgagees and by Declarant (until such time as Declarant has sold all of its interest in the Property, or ten years from the date of the recording of this Declaration, whichever is earlier) and recorded; and

(d) the rights granted to the Association, other Owners and Declarant by this Declaration.

Each Owner, by accepting a deed to a Lot, designates the Association as its attorney-in-fact coupled with an interest to take whatever steps necessary to carry out the provisions of this Article IV, Section 1, including but not limited to the execution of any instrument designed to accomplish such dedication or transfer approved by two-thirds of the Owners.

Section 2. **Delegation of Use**. Any Owner may delegate to or share with the members of his family, occupants of his home and to his guests, licensees and invitees, his right of enjoyment to the Private Street reserved in this Declaration and the Plat subject to this Declaration, the By-Laws and such general regulations as may be established from time to time by the Board.

Section 3. **Utility, Drainage and Access Easements**. In the recorded Plat certain access easements, utility easements, and a storm water detention easement are provided for in the Plat for the benefit of all the Owners.

ARTICLE V

MAINTENANCE AND ASSESSMENTS

Section 1. **Obligations of the Association**. The Association, on behalf, and subject to the rights of the Owners shall manage and maintain the Private Street.

Section 2. **Maintenance Assessments**.

(a) **Covenant for Maintenance Assessments**. Each Owner, including Declarant, of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and to agree to pay to the Association (i) regular assessments or charges; and (ii)

special assessments. All such assessments shall be personal obligations of each Owner and are to be established and collected as hereinafter provided in this Declaration, the Articles of Incorporation and By-Laws of the Association.

(b) **Purpose and Use of Assessments**. All assessments levied by the Board shall be for the purpose of insuring the maintenance and operation of the Private Street.

Section 3. **Assessment Procedure, Regular Assessment**.

(a) On or before October 1st of each year commencing in the fiscal year that the first annual meeting of the Association is held and pursuant to the By-Laws of the Association, the Board of Directors shall hold a meeting or meetings:

(i) To estimate all of the expenses of the Association for the following fiscal year and the appropriate reserves for contingencies and replacements;

(ii) To fix the amount assessed against each Lot for the following year based upon the Percentage Interest assigned to each Lot; and

(iii) To establish the date or dates on which such assessments or installments thereof shall be due the Association. Should the Board fail to establish payment dates, all regular assessments shall be due on December 1st of the fiscal year for which they are assessed.

(b) The Board shall distribute the estimated budget and the written notice of assessment to each Owner by October 31st of each year.

Section 4. **Assessment Procedure, Special Assessments**.

(a) Special assessments may be levied by the Association to defray the expense, in whole or in part, of any capital improvement or unforeseen expenses (to the extent, in the Board's opinion, not reasonably paid for out of the appropriate accumulated reserves). Such capital improvements shall include the construction, reconstruction, or repair or replacement of any capital improvements on the Private Street. Unforeseen expenses shall be deemed to be those expenses underestimated or not provided for in the Budget adopted pursuant to Section 3(b) above.

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(b) Whenever the Board shall determine there exists a need for levying a special assessment as herein provided, the Board shall adopt a resolution setting forth the need, amount, period or payment, and due dates or dates for the proposed special assessment. All special assessments must be approved by a two-thirds vote of the Owners. Such vote shall be taken at a meeting called by the Board for that purpose. However, if in the reasonable opinion of the Board a condition exists which threatens immediate and substantial damage to the Private Street, the Board may take whatever action is reasonably necessary to prevent or limit the damage to the Private Street and the cost of taking such action shall be a special assessment which need not be approved by two-thirds of the Owners.

(c) Both annual and special assessments shall be assessed against each Lot in accordance with the Percentage Interest assigned to each Lot, except as otherwise may be provided in this Declaration. Any assessment and any installment thereof shall commence on the Lot on the date that the Lot is conveyed or transferred by the Declarant. The initial assessment shall be adjusted according to the number of days remaining in any calendar year.

Section 5. **Non-Payment of Assessments.** Any assessments, regular or special, which are not paid on the due date shall be delinquent. Such delinquency shall be a continuing lien and an equitable charge running with the land, and shall be appurtenant to the Lot so assessed.

Should title to any Lot be held by more than one Owner, all Owners shall be jointly and severally liable for the continuing lien and charge. Should title to any Lot be transferred, the transferee (except a mortgagee in possession) shall be jointly liable for any delinquent assessments with the transferor. Either of the parties to a transfer may request a statement from the Associations setting forth an accounting of the assessments for the subject Lot, due and paid. The lien shall attach to all rents due from parties in possession on any Lot on which a delinquent assessment exists, provided that it shall be subordinate to an assignment of rents held by a mortgagee when delivered in connection with a first mortgage loan.

Should any assessment remain unpaid thirty days after it has become delinquent, such assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the laws of the State of Illinois or 15%, whichever rate is lower.

Section 6. **Remedies**. The Association may:

(i) recover any delinquent assessments by bringing an action of law or in equity against the Owner or Owners personally obligated to pay the same;

(ii) foreclose the lien against the Lot; or

(iii) pursue any other remedy available to it under law or equity.

Any recovery shall include interest costs, reasonable attorneys fees, and other expenses incurred in connection with any such action or other efforts to collect the assessments.

Each Owner by acceptance of a deed to a Lot, hereby expressly vests in the Association the right and power to bring all actions against the Owner personally, in the event of default, for the collection of such liens or charges as a debt, and to enforce the liens or charges by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property and an action for the appointment of a receiver. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The enforcement of liens or charges shall be limited to a period of five years. The venue for all actions at law provided for in this Article shall be in Cook County, Illinois. The persons in possession of any Lot shall be authorized to accept summons on behalf of the Owner of such Lot.

No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use or abandonment of the Lot.

Section 7. **Subordination of Lien**. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage or first trust deed placed upon the Lot. Such automatic subordination shall apply only to the assessments which rise subsequent to the line of the first mortgage or first trust deed and shall not apply to any assessments arising during any period which the holder of such mortgage or trust deed is in possession of the Lot. Any sale or transfer pursuant to a

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mortgage foreclosure or transfer in lieu thereof shall not relieve the Lot from liability for any assessments or installments thereafter becoming due.

ARTICLE VI

USE RESTRICTIONS

Section 1. **Purposes**. To insure that all purposes of this Declaration are advanced, the Board shall have the authority to enforce the restrictions contained in this Article and in the rest of this Declaration and adopt, modify and enforce rules and regulations regarding the construction, maintenance, use and enjoyment of the Lots, the Homes, and the Private Street.

Section 2. **Compliance with Laws**. All Lots shall be used in compliance with all ordinances, laws, codes, rules and regulations of the Village of Glenview and other local, state or federal bodies ("Public Laws") and with the By-Laws, the rules and regulations and the Public Laws, the Owner shall comply with the more restrictive.

Section 3. **Obligations of the Owners**. Each Owner shall keep all Lots owned by him, the parkway area within the public right of way directly in front of the Owner's Lot or Lots, and all improvements therein or thereon, in good, clean and safe condition, order and repair and free of debris and shall perform all necessary maintenance, including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management standards for residential communities of the character and quality of dwelling units within Countryside Court Subdivision. In the event an Owner or any Lot shall fail to maintain the premises as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds vote of the Board, shall have the right to enter upon said Lot to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair, maintenance or restoration shall become a special assessment upon such Lot.

Section 4. **Structural and Lot Changes**. No Owner shall make changes, additions or subtractions in or to the structure or exterior of a Home without the prior written approval of the Board, or its designated representatives as described below.

Section 5. **Principle Residential Structure.** No residential building shall be erected, placed or permitted to remain on any Lot unless it is a detached, single-family residence. The floor area of the principle residential structure shall not be less than 2,400 square feet, exclusive of porches, garages and breezeways. In addition, the principle residential structure shall be either a one-story or two-story structure. In no event, shall the principle residential structure be a bi-level, tri-level, or any other multi-level structure that is not customarily characterized as a one-story or two-story structure.

All principle residential structures shall have attached garages. Such attached garages shall be constructed at the same time as the principle residential structure. In addition, such attached garages shall not be less than a two-car garage, shall not exceed one-story in height, and shall be attached to the principle residential structure.

Section 6. **Construction Hours.** All Owners, construction workers, builders, and any other persons providing material, labor or services for an Owner of a Lot during the construction of such Owner's principle residential structure, shall only work during the hours of 7:00 a.m. to 9:00 p.m. on weekdays and 9:00 a.m. to 9:00 p.m. on weekends and holidays.

Section 6. **Damages.** Each Owner shall be responsible for his actions and the actions of his family, guests, agents, contractors or invitees. In the event, any Owner, construction worker, builder, or any other person providing material, labor or services for an owner of a Lot during the construction of such owner's principle residential structure causes any damage whatsoever, to the Private Street, including but not limited to, any accidental or intentional placement of dirt on the Private Street, any holes or cracks to the Private Street as a result of such persons equipment or activity, such Owner shall caused such damage to be immediately repaired to the extent needed to place the Private Street in the condition the Private Street had been prior to such person causing such damage. If an Owner does not repair any damages done by himself or any other such persons within a reasonable time, the Association may, after written notice to such Owner, repair such damages and the cost of such repair shall be a special assessment against the Owner's Lot.

Section 7. **Temporary Structures.** During the time period while a principle residential structure is being constructed, temporary structures incidental to such construction work may be placed and allowed to remain on the lot in the Property where such work is occurring for use by the construction workers. No

temporary residential structure or building, (such as a tent, shack, trailer, cabin, barn, shed or garage), shall be erected, placed or allowed to remain on any Lot, either prior to construction of the principle residence or at any other time.

Section 8. **Driveway.** No principle residence shall be constructed on any Lot unless in conjunction with it there is constructed a paved driveway. The surface of the paved driveway shall be concrete or asphalt. The paved driveway shall be at least eight feet in width; shall run from the paved portion of the road to the garage; and shall have sufficient area to park at least two vehicles in addition to those vehicles regularly kept on the Lot. The driveway shall be located and constructed so that it does not obstruct or alter or violate any easement, building line or ordinance.

Section 9. **Antenna.** Except as provided herein, no antenna other than a standard radio or TV antenna shall be located or allowed to remain on any Lot, and such regular radio or TV antenna shall not exceed a height of eight feet over the roof line. No antenna of any type shall be visible from the Private Street. One satellite or dish antenna per lot shall be permitted provided it is fenced or landscaped, and is located behind the principle residential structure so as not to be visible from the Private Street.

Section 10. **Single-Family Use.** No Lot shall be used or occupied by anyone other than a single family and any family servants and no building shall be erected, reconstructed or maintained thereon except for the sole residential use of the Owner of the Home.

Section 11. **Construction Arrangements.** No building may be occupied or used until fully completed. When the construction of any building is once begun, work thereon must be prosecuted diligently and completed within one year.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. **Nature of Architectural Control Committee.** There shall be an Architectural Control Committee ("Committee") whose function shall be to pass upon and approve requests to construct, erect or place (a) initial residential structures on the lots in the Property and (b) any additions, subtractions, or changes to the structure or exterior of a Home. The Committee will be composed of three individuals to be selected by Declarant.

Section 2. **Prior Approval of the Committee.** The prior written approval of the Committee shall be obtained before any addition, subtraction, or change made to the structure or exterior of a Home, principle residential structure, appurtenant structure, driveway or other improvement is constructed or placed on any lot or lots in the Property.

In addition, prior to any Owner obtaining a building permit from the Village of Glenview, or other applicable governmental authority having jurisdiction, said Owner shall first submit for approval an application, which shall include his building plans and specifications, to the Committee.

Section 3. **Standards for Construction.** The Committee shall only approve the building plans and specifications (including, but not limited to the exterior colors) if, but only if: (a) the applicant shall submit, together with the plans described hereafter, a letter from an architect registered by the State of Illinois certifying that the structures, improvements and changes contemplated

(1) are accurately shown on the plans submitted;
(2) are in total conformity with this Declaration;
(3) are in total conformity with any and all local, state and federal laws, except with respect to those expressly enumerated items as to which variances will be sought (the Committee to be kept informed of the status of such variance pursuits, and to be furnished, in advance of construction, revised proposed plans in the event such variance is denied);
(4) (in the opinion of the architect) are architecturally sound both with respect to engineering and aesthetics; and
(5) (in the opinion of the architect) are compatible with the surrounding structures; and

(b) the architect's certificate is not plainly erroneous.

The approval and review by the Committee of said building plans and specifications are further subject to said plans being consistent with and in harmony with the other newly constructed residential dwellings in the Countryside Court Subdivision. To facilitate such consistency and harmony, all principle residential structures may be required by the Committee to have face brick, masonry or any approved combination of masonry and cedar siding which is not prefabricated. In no event, shall any portion of any principle residential structure be allowed to be aluminum siding.

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The Committee shall be given at least 15 days from the application date, exclusive of Saturdays, Sundays and legal holidays, to review said building plans, specifications and descriptions as reasonably deemed necessary by the Committee to pass upon and review a particular application. The Committee must issue to the applicant written notice of approval, disapproval or a request for further detail or information of the proposal of the applicant within said 15 day period. Upon a failure of the Committee to notify the applicant within said 15 day period, the Committee shall be deemed to have approved the proposed building plans in full. The application date is the date when any member of the Committee shall receive the applicant's building plans and specifications.

ARTICLE VIII

RIGHTS AND OBLIGATIONS OF BOARD

Section 1. **Rights of Board.** The Board shall have the right, among other rights expressed and implied:

(a) to delegate portions of its authority hereunder to committees composed of its members or other Owners;

(b) to hire outside contractors or agents to perform its duties hereunder and to employ legal counsel, accountants, and a managing agent, where necessary, to advance the purposes of this Declaration;

(c) to take whatever steps necessary to enforce the Covenants, including but not limited to, entering on any Lot to perform such functions as are required of an Owner after such Owner fails to perform such function pursuant to this Declaration, the Articles and the By-Laws; and

(d) to exercise such powers and perform such functions as are authorized by the By-Laws from time to time.

Section 2. **Obligations of the Board.** The Board shall:

(a) obtain insurance coverage both for property damage and liability on behalf of the Owners over the Private Street in amounts sufficient to protect the interests of the Owners; and

(b) use its best efforts to collect all assessments and to enforce the Covenants.

ARTICLE IX

GENERAL PROVISIONS

Section 1. **Enforcement.** Failure by the Association or by any Owner to enforce any rule, regulation, covenant or restriction contained in or promulgated pursuant to this Declaration, the Articles of Incorporation or By-Laws shall not be deemed a waiver of the right to do so thereafter.

The covenants, conditions, restrictions and liens may be enforced by any proceeding at law or in equity, either to restrain violation or to recover damages, by the Declarant, the Committee or Abbott Contractors, Inc.

Section 2. **Notices.** All notices which are served pursuant to this Declaration shall be in writing and shall be deemed properly served if delivered by hand to the party to whose attention the notice is addressed or if mailed by United States registered or certified mail, return receipt requested, postage prepaid if the Board or to any other address designated in writing by the Board from time to time, and, if to an Owner, then to the Owner's Home, or to any other address designated in writing by such Owner from time to time. Upon written request to the Board, giving the address at which notices should be sent, the holder of any duly recorded mortgage or trust deed against any Lot shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Lot is subject to such mortgage or trust deed.

Section 3. **Amendment.** The provisions of this Declaration shall run with and bind the land, for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years unless terminated by two-thirds of the Owners and their mortgagees. This Declaration may be amended during the first twenty year period by an instrument approved by not less than seventy-five percent of the Owners (and approved by Declarant so long as Declarant owns any of the Lots), and thereafter by an instrument approved by not less than sixty-seven percent of the Lots.

Section 4. **Severability.** Invalidation of any one or more of the covenants herein by any judgment or Court Order shall in no way affect any of the other provisions contained herein: such other provision herein shall remain in full force and effect.

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exoneration provision restricting any liability of Harris Trust and Savings Bank, stamped on the reverse side hereof, is hereby expressly made a part hereof.

IN WITNESS WHEREOF, the Declarant hereby submits these Covenants, Conditions, Restrictions and Liens to Cook County, Illinois Recorder of Deeds to record this document in the title deeds of said property.

COUNTRYSIDE COURT SUBDIVISION

HARRIS TRUST and SAVINGS BANK, as Trustee under Trust Number 43869 and not individually,

Attest: _____
ASSISTANT SECRETARY

By: _____
Harris Trust & Savings Bank
as Trustee U/T #43869

HARRIS TRUST and SAVINGS BANK, as Trustee under Trust Number 44237 and not individually,

Attest: _____
ASSISTANT SECRETARY

By: _____
Harris Trust & Savings Bank
as Trustee U/T 44237

By: _____
Douglas Geisser

By: _____
Carol Geisser

By: _____
Mark Kamin

By: _____
Collette Kamin

THIS INSTRUMENT PREPARED BY AND MAIL TO:

Maria Dorado
1890 Techny Road
Northbrook, Illinois 60062

88351950

STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES J. PERNER personally known to me as VICE PRESIDENT of the Harris Trust and Savings Bank, as Trustee under Trust No. 43869, and KENNETH E. PIEKUT, Assistant Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Asst. Secretary then and their acknowledged that he/~~she~~, as custodian of the seal of said corporation, did affix the seal to the foregoing instrument as his/~~her~~ free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of August, 1988.

"OFFICIAL SEAL"
Patricia R. Vanderlinden
Notary Public, State of Illinois
My Commission Expires 8/11/90

Patricia R. Vanderlinden
Notary Public

My Commission Expires: 8-11-90

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STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ personally known to me as _____ of the Harris Trust and Savings Bank, as Trustee under Trust No. 44237, and _____, secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary then and their acknowledged that he/she, as custodian of the seal of said corporation, did affix the seal to the foregoing instrument as his/her free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of August, 1988.

_____
Notary Public

My Commission Expires:_____

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STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Douglas and Carol Geisser, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of August, 1988.

Caryl LaGioia
Notary Public

My Commission Expires: Nov. 19, 1990

OFFICIAL SEAL
CARYL LAGIOIA
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXP. NOV 19 1990

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STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Mark and Collette Kamin, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of August, 1988.

Caryl LaGioia
Notary Public

My Commission Expires: Nov. 3, 1990

OFFICIAL SEAL
CARYL LAGIOIA
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXP. NOV 3, 1990

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EXHIBIT "B"

COUNTRYSIDE COURT SUBDIVISION
ARTICLES OF INCORPORATION
UNDER THE GENERAL NOT-FOR-PROFIT CORPORATION ACT

The undersigned, beneficiaries of Harris Trust and Savings Bank, as Trustee U/T #43869, beneficiaries of Harris Trust and Savings Bank, as Trustee U/T #44237, Mark and Collette Kamin, and Douglas and Carol Geisser, all legal entities or natural persons of more than 21 years of age, for the purpose of forming a not-for-profit corporation under the General Not-For-Profit Corporation Act do hereby adopt the following Articles of Incorporation.

1. The name of the corporation is Countryside Court Subdivision.

2. The purpose of the corporation is to manage, maintain, repair and replace the Private Street within the Countryside Court Subdivision residential community, Glenview, Illinois, to enforce the provisions of the Declaration (defined in paragraph 6 below) and to take whatever other actions necessary to advance the purpose of the Declaration.

3. The duration of the corporation is perpetual.

4. The first Board of Directors of the corporation shall be three in number, their names and addresses being as follows:

   (a) Jerry Fiordirosa, 908 Countryside Court, Glenview, Illinois 60025

   (b) Collette Kamin, 3720 Countryside Lane, Glenview, Illinois 60025

   (c) Carol Geisser, 912 Countryside Court, Glenview, Illinois 60025

5. The name and address of the corporation's initial registered agent is Jerry Fiordirosa, 908 Countryside Court, Glenview, Illinois 60025.

6. The members of the Corporation shall be all of the Owners of the Property (Known as Countryside Court Subdivision) as defined in the Declaration of Covenants,

EXHIBIT A

PERCENTAGE INTEREST

Each Lot shall have a percentage interest equal to 14.3%.

Conditions, Restrictions and Liens of Countryside Court Subdivision, recorded with the Office of Recorder of Deeds of Cook County, Illinois on _____, and known as Document No. _____ ("Declaration").

The membership of each Owner shall terminate when he ceases to be an Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

The number of votes shall be the total number of Lots within real estate submitted to the Declaration. If any Owner consists of more than one person, the voting right of such Owner shall not be divided but shall be exercised as if the Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Owner.

A Quorum of Owners for any meeting shall be constituted by Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

IN WITNESS WHEREOF, the incorporators have executed these Articles this _____ day of _____, 1988.

By: _____
~~Harris Trust & Savings Bank as Trustee U/T #43869~~

By: _____
~~Harris Trust & Savings Bank as Trustee U/T 44237~~

By: _____
Douglas Geisser

By: _____
Carol Geisser

By: _____
Mark Kamin

By: _____
Collette Kamin

STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ personally known to me as _____ of the Harris Trust and Savings Bank, as Trustee under Trust No. 43869, and _____, secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary then and their acknowledged that he/she, as custodian of the seal of said corporation, did affix the seal to the foregoing instrument as his/her free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of August, 1988.

_____
Notary Public

My Commission Expires:_____

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STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ personally known to me as _____ of the Harris Trust and Savings Bank, as Trustee under Trust No. 44237, and _____, secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary then and their acknowledged that he/she, as custodian of the seal of said corporation, did affix the seal to the foregoing instrument as his/her free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of August, 1988.

_____
Notary Public

My Commission Expires:_____

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STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Douglas and Carol Geisser personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of August, 1988.

Caryl LaGioia
Notary Public

My Commission Expires: Nov. 3, 1990

OFFICIAL SEAL
CARYL LAGIOIA
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXP. NOV 3, 1990

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STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Mark and Collette Kamin, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of August, 1988.

Caryl LaGioia
Notary Public

My Commission Expires: Nov. 3, 1990

OFFICIAL SEAL
CARYL LAGIOIA
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXP. NOV 3,1990

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EXHIBIT C

BY-LAWS
OF
COUNTRYSIDE COURT SUBDIVISION

ARTICLE I

MEMBERS (OWNERS)

Section 1. Eligibility. The Members of Countryside Court Subdivision, an Illinois not-for-profit organization, shall consist of the Owners of the property known as the Countryside Court Subdivision residential community and located in Glenview, Illinois (called "Property"). (These and other terms are used in these By-Laws as they are defined in the Declaration of Covenants, Conditions, Restrictions and Liens of Countryside Court Subdivision ("Declaration"), which is recorded in the office of the Recorder of Deeds of Cook County,, Illinois. The words "member", or "members" as used in these By-Laws mean and shall refer to "Owner" or "Owners", as the case may be, from time to time, as defined in the Declaration.) If an Owner is a trust, then the member shall be the beneficiaries of such trust, and if an Owner or such beneficiary is a corporation or partnership, the member may be an officer, partner or employee of such Owner or beneficiary.

Section 2. Succession. The membership of each Owner shall terminate when said person, trust, corporation or partnership, as set forth in Article I, Section 1, above, ceases to be an Owner, and, upon the sale, transfer or other disposition of such person's or entity's ownership interest in the Property, said person's or entity's membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

Section 3. Regular Meetings. The first regular 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 (as hereinafter defined), provided, however, that said First Meeting shall be held not more than 30 days after the date on which Declarant has sold and delivered a deed for all of the Lots within Countryside Court Subdivision. Subsequent to the First Meeting, there shall be a regular annual meeting of Owners held each year not less than 60 days after the end of the Association's fiscal year, provided, however; that no such meeting shall be held less than one year after the First Meeting.

All such meetings of Owners shall be held at such place in Cook County, Illinois, and at such time as specified in the written notice of such meeting which shall be delivered to all Owners at least 10 days prior to the date of such meeting.

Section 4. Special Meetings. Special meetings of the Owners may be called by the President or by a majority of the directors of the Board, or by Owners having at least three sevenths (3/7) of the votes entitled to be at such meeting. Said special meetings shall be called by delivering written notice to all Owners not less than 10 days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

Section 5. Delivery of Notice of Meetings. Notices of meetings may be delivered personally or by mail to Owner at the address given to the Board by said Owner for such purpose, or to the Owner's home if no address for such purpose has been given to the Board.

Section 6. Voting. Each Owner shall be entitled to one vote. If any Owner consists of more than one person, the voting rights of such Owner shall not be divided but shall be exercised as if the Owner consisted of only one person, in accordance with the proxy or other designation made by the persons constituting such Owner. The Declarant may exercise all voting rights with respect to the Lots owned by it.

Section 7. Quorum. A quorum of Owners for any meeting shall be constituted by Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Number, Election and Term of Office. The Board of Directors of the Association ("Board") shall consist of three members ("Directors"). Directors shall be elected at the regular annual meeting of Association members by a majority vote of the Owners, in person or by proxy, except that the directors listed in the Articles of Incorporation of the Association (and any replacements appointed before the first regular annual meeting) (Hereinafter called the "First Board") shall be appointed by the Declarant. Every director, except for members of the First Board, shall hold office for the term of three years and until

his successor shall be elected and qualified. One of the members of the First Board shall hold office only until the first regular annual meeting of the Association members, one of the members of the First Board shall hold office only until the second regular annual meeting of Association members, and one of the members of the First Board shall hold office until the third regular annual meeting of Association members.

Section 2. **Qualification**. Except for members of the First Board, each director shall be an Owner (or, if an Owner is a trustee of a trust, a director may be a beneficiary of such trust, and if an Owner or such beneficiary is a corporation or partnership, a director may be an officer, partner or employee of such Owner or beneficiary). If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 3. **Vacancies**. Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof, except that a vacant position on the Board which was last filled by a member of the First Board may be filled by a person appointed by Declarant. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director which he succeeds.

Section 4. **Meetings**. A regular annual meeting of the Board shall be held within ten days of the regular annual meeting of Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight hours notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting, consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 5. **Removal**. Any director may be removed from office for cause by the vote of two-thirds of the Owners.

Section 6. **Compensation**. Directors shall receive no compensation for their services unless such compensation is express provided for by resolution duly adopted by the Members of the Association.

Section 7. **Quorum**. Two directors shall constitute a quorum.

Section 8. **Powers and Duties**. The Board shall have the following powers and duties:

(a) to elect and remove the officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association;

(c) to engage the services of an agent (hereinafter sometimes called the "Managing agent") to maintain, repair, replace, administer the Private Street, (Countryside Court);

(d) to formulate policies for the use of the Private Street, (Countryside Court);

(e) to adopt rules and regulations, with written notice thereof to all Owners governing the administration, and use of the Private Street (Countryside Court), and to amend such rules and regulations from time to time;

(f) to provide for the maintenance, repair, replacement and use of the Private Street (Countryside Court), and payment therefore, and approve payment vouchers or delegate such approval to the officers of the Association or to the Managing Agent;

(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, and use of the Private Street (Countryside Court), and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

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

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

(j) to estimate the amount of the annual budget and provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as hereinafter provided;

(k) to grant licenses or concessions to or grant easements of the Private Street (Countryside Court);

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

(m) to exercise all other powers and duties of the Association or board of directors referred to in the Declaration or these By-Laws.

Section 9. **Limitation of Board's Power.** Notwithstanding the provisions in this Article or elsewhere in the Declaration or these By-Laws, the Board shall not have the power or duty to act in any way which materially prejudices the development of the Property as contemplated in the Declaration.

Section 10. **Non-Delegation.** Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board of the Association, or to the directors or officers of the Association, any powers or duties which, by law, have been delegated to the Owners.

ARTICLE III

OFFICERS

Section 1. **Designation.** At each regular annual meeting, the directors present at said meeting shall elect the following officers of the Association by a majority vote:

(a) a President, who shall be a director and who shall preside over the meetings of the Board and of the Owners, and who shall be the chief executive officer of the Association;

(b) a Vice President-Treasurer, who shall be a director and who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;

(c) a Secretary, who shall keep the minutes of all meetings of the Board and of the Owners, and who

shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent;

Section 2. **Powers**. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officers or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. **Term of Office**. Each officer shall hold office for the term of three years and until his successor shall have been appointed or elected and qualified.

Section 4. **Vacancies**. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by a majority vote of the Board at a special meeting thereof.

Section 5. **Compensation**. The officers shall receive no compensation for their services unless such compensation is expressly provided for by resolution duly adopted by a majority of the members of the Association.

ARTICLE IV

ASSESSMENTS

Section 1. **Annual Budget**. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association ("Budget"). The Budget shall take into account the estimated common expenses and cash requirements for the year, assuming that all the Lots in the Property have been completely developed in accordance with the Plat, including salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, insurance, and all other common expenses. To the extent that the assessments and other cash income collected from the owners during the preceding year shall be 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 Budget shall provide for a reserve for contingencies for the year and reserve for replacements, in reasonable amounts as determined by the Board.

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Section 2. **Assessments**. The Budget for each fiscal year and any amendments or changes thereto shall be approved by the Board. On or before the first day of the first month and of each succeeding month of the year covered by the Budget, each Owner, other than the Declarant or any assignee of the Declarant's interest, shall pay, as his respective proportionate share of the common expenses for such year as shown by the Budget. Such proportionate share for each Owner shall be in accordance with his percentage interest in the Private Street, as set forth, from time to time, in Exhibit A of the Declaration.

Copies of the Budget and any amendments or changes thereto shall be furnished by the Board to each Owner not later than thirty days before the assessment based upon the Budget is due. In the event that the Board shall not approve a Budget or shall fail to determine a new assessment for any year, or shall be delayed in doing so, each Owner shall continue to pay the amount of his respective assessment as last determined. Each Owner shall pay his assessment on or before December 1st to the Board, the Managing Agent or as may be otherwise directed by the Board. Pursuant to rules and regulations duly adopted by the Board, the Board or the Managing Agent, at the direction of the Board, may assess a late charge against any Owner who fails to pay the assessment on his Lot when due. No Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Lot.

Section 3. **Partial Year or Month**. For the first fiscal year, the Budget shall be as approved by the First Board. If such first fiscal year or any succeeding fiscal year, shall be less than a full year, then the assessments for each Owner, other than the Declarant or any assignee of the Declarant's interest, shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of closing the purchase of his Lot by each Owner, he shall pay his assessment for the current year or fraction of the current year, which shall be in proportion to his respective ownership interest in the Private Street and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

Section 4. **Annual Report**. Within ninety days after the end of each fiscal year covered by a Budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. **Supplemental Budget**. In the event that during the course of any year, it shall appear to the Board that the assessments, determined in accordance with the 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, the copies of such supplemental budget shall be furnished to each Owner, and thereupon a supplemental assessment shall be made to each Owner.

Section 6. **Capital Expenditures**. Except for capital expenditures and contracts and other expenditures and agreements authorized by the Declaration, By-Laws or the Budget, the Board shall not approve any expenditure in excess of One Thousand Dollars unless required for emergency repair, protection or operation of the Private Street (Countryside Court), nor enter into any contract for more than five years, without the prior approval of two-thirds of the Owners.

Section 7. **Lien**. It shall be the duty of every Owner to pay his proportionate share of the common expenses, as set forth from time to time in the Declaration and as assessed in the manner herein provided.

Section 8. **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 Private Street (Countryside Court), specifically and itemizing the common expenses incurred. Payment vouchers may be approved in such a manner as the Board may determine.

The Board shall, upon receipt of ten days written notice to it or the Association and upon payment of a reasonable fee, furnish to any Owner a statement of said Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 9. **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, rather than a lien against only a particular lot. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and

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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.

Section 10. 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 Owners and 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 Owners in their respective percentage interests as calculated from time to time pursuant to Exhibit A of the Declaration.

ARTICLE V

USE AND OCCUPANCY RESTRICTIONS

Section 1. General. No unlawful, obnoxious or offensive activities shall be carried on the Private Street (Countryside Court), nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Each Owner shall maintain his Lot and Home in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Lot or his Home, which may increase the cost or cause the cancellation of insurance on other Lots or Homes.

Each Owner shall comply with all the use restrictions set forth in Article VI of the Declaration.

ARTICLE VI

CONTRACTUAL POWERS

No contract or other transaction between the Association and one or more of its directors or between the Association and any corporation, firm or association in which one or more of the directors of the Association are directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or

committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such common or interested director or directors; or

(b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VII

AMENDMENTS

These By-Laws may be amended or modified from time to time by the approval of two-thirds of the Owners. Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

ARTICLE VIII

INDEMNIFICATION

Section 1. Indemnification. The Association shall:

(a) indemnify by reimbursement of expenses any person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was an agent to the extent that such person has been successful on the merits or otherwise in defense of such proceeding, or in defense of any claim, issue or matter therein.

(b) indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Association) by reason of the fact that such person is or was an agent against expenses, judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such proceeding if such person acted properly.

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(c) indemnify any person who was or is a party or is threatened to be made a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was an agent against amounts paid in settlement and against expenses incurred by him in connection with the defense or settlement of such proceeding if he acted properly.

Section 2. Determination of Right to Indemnification. Any indemnification for a specific proceeding under Section 1, paragraphs (b) or (c) of this Article (unless ordered by a court or appropriate administrative agency) shall be made by the Association only upon a determination that indemnification to such person is proper in the circumstances. Such determination shall be made

(i) by the President so long as he was not made a party to such proceeding, or

(ii) if the President were made a party, by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding, or

(iii) if a quorum of disinterested directors is not obtainable in a written opinion by independent legal counsel appointed by the members of the Board.

Section 3. Definitions. As used in this Article:

(i) "acted properly" as to any person shall mean that such person shall not have been found (by adjudication or agreement) to have been liable for wilful misconduct in the performance of duty. The termination of any 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 act properly.

(ii) "agent" shall mean any person who is or was a director, or employee or subcontractor of the Association.

(iii) "expense" shall mean all proper and reasonable costs related to a proceeding including but not limited to attorney's fees and any expenses of establishing a right to indemnification under this Article.

(iv) "proceeding" shall mean any threatened, pending or completed action or proceeding, whether civil or criminal, and whether judicial, legislative or administrative and shall include investigative action by any person or body.

Section 4. General.

(a) The indemnification provided to an agent by this Article

(i) shall not be deemed exclusive of any other rights to which such agent may be entitled by law or under any articles of incorporation, by-laws, agreement, vote of members of the shareholders or disinterested directors or otherwise; or

(ii) shall inure to the benefit of the legal representatives of such agent or his estate, whether such representatives are court appointed or otherwise designated, and to the benefit of the heirs of such agent.

(b) The Association shall have power to purchase and maintain insurance on behalf of any agent against any liability asserted against him and incurred by him as agent or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article. The Association shall also have power to purchase and maintain insurance to indemnify the Association for any obligation which it may incur as a result of the indemnification of agents under the provisions of this Article.

(c) The indemnification provided to an agent by this Article shall extend to and include claims for such payments arising out of any proceeding commenced or based on actions of an agent taken prior to the effective date of this Article; provided that payment of such claims had not been agreed to or denied by the Association at the effective date.

(d) The invalidity or unenforceability of any provision in this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

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